

**AMENDED AND RESTATED  
COVENANTS & RESTRICTIONS  
OF THE  
STONO FERRY OWNERS ASSOCIATION**

**WHEREAS**, that certain Declaration of Covenants and Restrictions for the Plantation at Stono Ferry Subdivision and Provisions for the Stono Ferry Owners' Association, Inc. ("Covenants of 1985") has heretofore been recorded in the R. M. C. Office for Charleston County, in Book C148, at Page 012, with respect to certain real property at The Plantation at Stono Ferry, Hollywood, South Carolina; and

**WHEREAS**, the Covenants of 1985 have been supplemented and modified from time to time; and

**WHEREAS**, pursuant to such supplements and modifications, the real property to which the Covenants of 1985 are applicable has been expanded, which real property is more fully described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the owner of the Property (as owner and developer) subject to the aforesaid Covenants of 1985, by virtue of the Amendments to the said Covenants of 1985 recorded in the R. M. C. Office for Charleston County in Book J201 at page 425, transferred and relinquished control, authority and voting rights thereto to the Stono Ferry Owners' Association, Inc. ("SFOA"); and

**WHEREAS**, SFOA now desires to amend and restate the said Covenants of 1985 as the same have been supplemented and modified from time to time, in the manner hereinafter provided and, which restatement and amendment, along with the adoption of bylaws for SFOA, have been approved by vote of the requisite number of property owners.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the Covenants of 1985, as the same may have been amended from time to time, are hereby further amended and restated as more particularly set forth herein.

**Part One  
GENERAL REFERENCES  
ARTICLE I  
Definitions**

Section 1. The following words and terms, when used in these Covenants or any supplemental Declaration or Covenant (unless the context shall clearly indicate otherwise), as well as any bylaws or rules and regulations adopted pursuant to the Covenants, shall have the following meanings:

- (a) "Association" shall mean and refer to Stono Ferry Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Business Purposes" shall include, but not be limited to, any use as a fire department or

other public services facility, a medical facility, professional office, entertainment, recreational, commercial or like facility.

(d) “Common Properties” shall mean and refer to any and all property, real and personal, together with any improvements thereon, owned or leased by the Association for the common use and enjoyment of the Members of the Association.

(e) “Covenants” shall mean and refer to the Covenants of 1985 as amended and restated previously herein, and as the same may be amended herein.

(f) “Family Dwelling Unit” shall mean and refer to any improved property intended for use as a single-family dwelling, whether detached or attached, located within the Property.

(g) “Member” shall mean and refer to any individual or entity owning real estate within the Property that is subject to the Covenants.

(h) “Offensive Activity” shall mean and refer, but not be limited to, a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the pleasurable use of Stono Ferry by a majority of the residents and their reasonable expectations of enjoying their property and available amenities and natural surroundings, free of rude, crude, excessive noise, tasteless behavior, flashing lights, racing vehicles, excessively loud radio or electronic music distractions, or other similar behavior or conditions adversely affecting the enjoyment or use of the facilities of Stono Ferry. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Association shall not constitute offensive or noxious activity or behavior unless such permit is abused or is withdrawn by the Association.

(i) “Open Space” shall mean and refer to those parcels of land which are dedicated, pursuant to Part Two, Article II, Section 1 of the Covenants, as land which cannot be developed or improved or altered except as provided for herein. Open Space shall be designated in the Covenants, as well as any bylaw or rules and regulations promulgated pursuant to the Covenants, as “Open Space”.

(j) “Property” and “Stono Ferry” shall mean and refer to the lands described in Exhibit “A,” attached hereto, and additions thereto as provided in these Covenants; as well as such property that may be subject to these Covenants by operation of law.

(k) “Property Owner” shall mean and refer to the owner of real property within Stono Ferry and subject to these Covenants, as shown by the real estate records of the Register of Mesne Conveyance for Charleston County.

(l) “Recreational Amenities” shall mean and refer to the polo field, steeplechase track, bridle paths, play fields, tennis courts, swimming pool, bath house, any community docks, lakes and other similar facilities and amenities on Common Property and held for the use of the Members of the Association.

(m) "Referendum" shall mean and refer to a vote by all or some specific portion of the Members by mailed ballots on certain actions by the Board more particularly set forth herein, including the levy of any special assessment and the addition or deletion of functions or services which the Association is authorized to perform. In the event 51% of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage required to "pass" shall be specifically expressed herein or be required for any particular issue by a vote of the Association, as determined by the procedures set forth herein, that higher percentage shall control in that instance.

(n) "Residential Lot" shall mean any unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision plat of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete that a certificate of occupancy is issued.

## **ARTICLE II**

### **Property Description**

Section 1. **Existing Property.** The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is located in the Town of Hollywood, County of Charleston, and the real property expressly subjected to same is more particularly described in Exhibit "A," attached hereto and incorporated herein.

Section 2. **Additions to Existing Property.** Additional lands may become subject to these Covenants in the following manner:

(a) Upon approval in writing of the Association pursuant to a two-thirds (2/3) vote of those present at a duly called meeting at which a quorum is present (unless, pursuant to Part Three, Article I, Section 4, no quorum is required), 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, shall file or record a supplementary declaration with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property. The supplementary declaration may contain such complementary additions and/or modification of these Covenants, including but not limited to the type and amount of assessments paid to the Association, as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with these Covenants, but such modification shall have no effect on the Covenants as they apply to the remainder of the Property. (New Land becomes part of "Property").

(b) By operation of applicable South Carolina statutory and/or common law.

**Part Two**

**COVENANTS AND RESTRICTIONS  
APPLICABLE TO  
COMMUNITY DEVELOPMENT  
OF THE PLANTATION AT STONO FERRY  
ARTICLE I  
General Covenants**

Section 1.     **Purposes.** The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself while retaining private control and which maintains, provides, owns, or leases Recreational Amenities. The establishment of objective standards or guidelines relating to design, size and location of dwellings and other structures makes it possible to take full advantage of the individual characteristics of each parcel of property and of technological advances and to honor environmental values. Such standards and these Covenants are consistent with and serve to complement the Subdivision Regulations of the Town of Hollywood and Charleston County, South Carolina. To implement these Covenants, the Association shall, through the Architectural Review Board, establish and amend from time to time guidelines which shall be in addition to and more restrictive than said governmental standards.

All Residential Lots in Stono Ferry shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Residential Lot or Family Dwelling Unit as an office by the Property Owner or tenant thereof shall be considered a residential use if such use does not create regular customer, client, or delivery traffic to and from the Residential Lot or Family Dwelling Unit. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling; one (1) small accessory building which may include a detached private garage or carport, provided the use of such 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 building may not be constructed prior to the construction of the main dwelling on such lot.

No portion of the improvements may be rented or leased except as part of the entire premises, including the main dwelling.

Section 2.     **Architectural Review Board.**

(a)     **Purpose.** In order to preserve the natural beauty of Stono Ferry and its setting, to maintain Stono Ferry as a pleasant and desirable environment, to establish and preserve a general scheme of development, and to protect and promote the value of property, no building, fence or other structure shall be erected, placed or altered on any part of the Property until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing by the Architectural Review Board, as more fully provided in subsection (c).

(b) **Objectives.** The Architectural Review Board shall pursue its prescribed purpose in accordance with the following minimum guidelines and considerations:

- (1) Ensuring no excessive or unsightly grading, no indiscriminate earth moving or clearing of property, and no removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;
- (2) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lot and with surrounding Residential Lots and structures;
- (3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with Stono Ferry's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
- (4) Ensuring that the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape;
- (5) Ensuring that any development, structure, building or landscaping complies with the provisions of these covenants; and
- (6) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

(c) **Organization.**

- (1) The Board shall establish an Architectural Review Board (such board hereinafter referred to as the "ARB") which shall consist of a minimum of five (5) members. The members shall be appointed by the Board from the Members of the Association. The regular term of office for each ARB member shall be one (1) year, coinciding with the fiscal year of the Association. No ARB member may serve more than three (3) consecutive years, but may be reappointed after an absence of no less than one (1) year.
- (2) The ARB shall select its own Chairperson and he/she or, in his/her absence, the Vice-Chairperson shall be the presiding officer at its meetings. Meetings shall be held at least once in each calendar month or upon call of the Chairperson; Meetings shall be held at such places as may be designated by the Chairperson. A majority of members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the ARB present shall constitute the action of the ARB on any matter before it. The ARB shall promulgate rules of procedure, with the approval of the Board, and shall operate in accordance with such rules of procedure.

(3) The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, and/or urban designers to advise and assist the ARB in performing the design review functions herein prescribed. An attorney may be utilized upon approval by the Board.

(d) **Review of Plans for Additions, Alterations or Changes to Structures and Landscaping.** No building, wall, fence, deck, pier, swimming pool, roof, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Family Dwelling Unit or upon the Common Properties or Open Spaces, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, materials and exterior finish), plot plan, landscape plan and construction schedule shall have been submitted to and approved by the ARB.

(e) **Review of Architecture, Siting, Landscaping and Other Building Plans.** Two copies of all plans and related data with respect to all new construction or landscaping on any part of the Property shall be submitted to the ARB. One copy shall be retained in the records of the ARB. The other copy shall be returned to the Property Owner marked "approved" or "disapproved." The ARB shall establish a fee structure sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (c)(3) above. The ARB shall have the right to adjust the fee structure not more than once in any twelve (12) month period.

(f) **ARB Action.** Approvals shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable and the reasons therefore. In the event approval of such plans is neither granted nor denied with thirty (30) days following receipt by ARB of written request for approval, the provisions of this Section shall be thereby waived and such plans shall be deemed to have been approved. Refusal to approve plans, location or specification may be based by ARB upon any grounds which are consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

(g) **Approval Not a Guarantee or Representation of Proper Design or Good Workmanship.** No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants or for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARB and the Association harmless for any failure thereof or defeat therein caused by the Property Owner's architect or builder or otherwise. The Association reserves the right to exclude the Property

Owner's builder and/or general contractor from the site in the event of citation for violation of the Covenants, as well as any bylaws or rules and regulations promulgated hereunder, or should it be determined that failure to comply with approved plans is intentional or due to gross negligence.

Section 3. **Siting.** To attempt to locate buildings and other structures so that the maximum privacy and breeze will be available to each building or structure and that structures will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the ARB shall have the right to control and to decide solely the precise site and location of any building or structures on any property in Stono Ferry so long as (a) its decisions are not arbitrary or capricious, and (b) are subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction.

Section 4. **Parking.** Each Property Owner shall provide off-street space for the parking of at least two (2) automobiles prior to the occupancy of any building or structure constructed on said property, in accordance with reasonable standards established by the ARB.

Section 5. **Completion of Construction.** The exterior of all houses and other structures must be completed within twelve (12) months after the commencement of construction, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Property Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, bridle paths, Common Properties or property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Association at Property Owner's expense. The landscaping for all Family Dwelling Units and other structures must be completed in accordance with approved plans within ninety (90) days of issuance of the certificate of occupancy.

Section 6. **Service Yards.** Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, or similar storage receptacles, electric or gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Boats, trailers, horse trailers and/or other recreational vehicles must be stored inside garages or otherwise visually screened on all sides, in order to lessen their visual impact. Otherwise these items must be stored off-site.

Section 7. **Signs.** No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Property Owner, a realtor, a contractor or subcontractor, except with the written permission of the ARB or except as may be required by legal proceedings. If such permission is granted, the ARB reserves the right to restrict size, color and content of such signs.

Section 8. **Other Buildings and Vehicles.** No mobile home, trailer, tent, or other similar out-building or structure of any kind shall be placed on any Residential Lot or development unit parcel at any time, either temporarily or permanently, without prior approval from the ARB.

Section 9. **Unsightly Conditions.** It shall be the responsibility of each Property Owner and tenant thereof to maintain his Residential Lot in an aesthetically pleasing manner comparable to new construction standards and appearance and to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition or overall deterioration of buildings, structures, improvements, or grounds on his property at any time, and to prevent accumulations which shall tend to substantially decrease the beauty of the community or specific area as a whole.

Section 10. **Lights.** The design and location of all exterior lighting fixtures shall be subject to the approval of the ARB. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Family Dwelling Unit shall be located, directed, or be of such intensity to affect adversely the night-time environment of any adjacent property.

Section 11. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any Family Dwelling Unit, provided said pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Board for the maintenance and confinement of pets.

Section 12. **Repairs and Hazards.** Any building or other improvement on the Property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition. If the Property Owner fails to accomplish such repairs or demolition in a timely manner, the Association may take such action as it, in its sole discretion, deems appropriate at the Property Owner's expense.

Section 13. **Offensive Activity.** No noxious or offensive activity shall be carried on upon any Residential Lot, Family Dwelling Unit, Common Property, Open Space or any place within Stono Ferry, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community.

Section 14. **Antennas.** Subject to any controlling federal law or regulation, no television antenna, receiving "dish" larger than eighteen (18") inches in diameter, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of property within Stono Ferry, nor shall radio, television signals, or any other form of electromagnetic radiation be permitted to originate from any Family Dwelling Unit or Residential Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties.

Section 15. **Trespass.** Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or take any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 16. **Parcels.** No Residential Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Board. However, the Board hereby expressly reserves to itself, its successors or assigns, the right to replat any such lot or lots and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and lots.

The provisions of this Section 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 interpretations of these Covenants. Consolidation of lots, as described above, must be approved by the Board, said approval to be granted in the Board's sole discretion upon such terms and conditions as may be established by the Board from time to time. Assessments will be paid on a single lot basis. Any subdivision of previously combined lots shall require approval of the Board and shall provide for, at a minimum, the reestablishment of any easements along reestablished property lines, payment of assessments that would have otherwise been due on the new or reestablished lot and an administration fee of no less than \$100.00.

Section 17. **Building Height.** No Family Dwelling Unit structure shall be constructed which has a height exceeding two (2) stories above the minimum height established by applicable flood zone regulations of the United States, except as may be approved in writing by the Architectural Review Board, consistent with such flood zone regulations.

Section 18. **Ingress and Egress; Roadways.** The Property Owner, in accepting title to property conveyed subject to these Covenants, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to its property may be limited to existing roads owned by the Association. Subject to the provisions of these Covenants, Property Owners and their mortgagees shall have access to and through the Property over the roads owned by the Association. The Association reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of access charges for use of such roads by members of the general public, excepting the duly authorized guests, invitees, licensees and/or tenants of a Property Owner in good standing; and (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads.

Notwithstanding the foregoing, the Association reserves the right to impose fees for vehicles that exact significant or extraordinary wear and tear upon Common Property or other Association assets.

Section 19. **Multiple Ownership of Properties.** A Residential Lot or Family Dwelling Unit

may be owned by multiple owners, subject to limitations on use of facilities and voting rights. A married couple or parent, and children (under 21) residing therewith, constitutes a single Property Owner/Member .

Section 20. **Access to Recreational Amenities.** Subject to the provisions of Part Three, Article II hereof, the Board reserves the sole and exclusive right to establish the rules and regulations for use of all facilities including the extent and nature of guest privileges to be permitted, provided, however, that no rule or regulations shall be established by the Board which shall have the effect of depriving a Member, his/her spouse and children (under 21 years of age) residing therewith, of access to the Recreational Amenities except as provided in Part Three, Article II of these Covenants.

## **ARTICLE II Open Space**

Section 1. **Declaration of Open Space.** In order to preserve and protect natural, scenic, historic and recreational resources, soils, wetlands, game and birds in evidence on the Property, the Association may designate lands and/or ponds, lagoons, and other bodies of water to which it holds title as Open Space. The Association may at any time designate certain Common Properties as Open Space, and access to these Open Space areas may be opened to the general public or be limited to Property Owners, their tenants and guests. In addition, any Property Owner may designate as Open Space any property to which it holds title, but it will require the approval of the Board of Directors of the Association if such Property Owner also wishes to assign or transfer such Open Space to the Association as Common Property. **No property shall be Open Space unless it is dedicated in the following manner:**

- (a) It is described as such in a Declaration signed and formally executed by the owner of record title; and
- (b) Accompanied by a surveyor's plat reciting the number of square feet or acres of Open Space in the closed survey, both of which shall be recorded in the Office of the Register of Mesne Conveyance for Charleston County.

No designation of property as Open Space on a map, master plan, aerial photo, unrecorded plat or drawing shall be effective as a "dedication" of such property.

Section 2. **Easements in Open Spaces.** The Association reserves unto itself, its successors, assigns and agents a perpetual, alienable and releasable easement or right to go on, over and under the ground within Open Spaces to erect, maintain and use electrical, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other infra-structure. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, rights to make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further reserves to itself, its successors, assigns and agents the right to locate wells, pumping stations, siltation basins and tanks within such Open Space areas and Common Properties. The Association

reserves to itself, its successors and assigns the right to all subsurface minerals, elements and objects found under Open Space or Common Properties and the right to remove minerals and fill dirt from all Open Space or to deposit fill dirt thereon.

Section 3. **Offensive Materials in Open Space and Common Properties.** No trash, garbage, sewage, sawdust, building materials or any unsightly or offensive material shall be placed upon Open Space or Common Property.

Section 4. **Animal Control Access.** The Association reserves the right to access all Open Spaces, Common Property and undeveloped Residential Lots for the purpose of implementing animal control procedures without approval of undeveloped Residential Lot owners.

### Part Three

## STONO FERRY OWNERS' ASSOCIATION, INC.

### ARTICLE I

#### Membership and Voting Rights in the Association

Section 1. **Membership.** Every Property Owner shall be a Member of the Association, provided, however, that in the case of multiple ownership of any Residential Lot, Family Dwelling Unit or other properties in Stono Ferry, there shall be a maximum of one (1) Member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Property Owner designated as the Member shall be submitted to the Association each year, not later than the first day of January of each year, and only the designated Member shall be entitled to access to the Recreational Amenities as a Member of the Association and to vote as a Class A member. Remaining Property Owners shall be entitled to access only in accordance with rules and regulations established by the Association, its successors and assigns, for guests. If no designation of a Member is made by the multiple owners, all such owners shall be required to pay such user fees as may be established by the Association.

Section 2. **Voting rights.** The Association shall have two types of regular voting membership.

(a) **Class "A".** Class "A" Members shall be all owners of Residential Lots, Family Dwelling Units, and the owner of the Pasture Tract. Each Class "A" Member shall be entitled to one vote for each Residential Lot or Family Dwelling Unit owned.

(b) **Class "B".** All other owners of property within Stono Ferry who are not classified as Class "A" Members. Class "B" Members' voting rights shall be determined by separate agreement between the Class "B" member and the Association.

Section 3. **Board of Directors.** The Association shall be governed by a Board of Directors consisting of seven (7) members. Board members shall be Members and shall be elected for three year terms. Terms shall be staggered such that at least two seats are subject to election each year. Board members shall serve in accordance with the duly adopted Bylaws of the Association.

Section 4. **Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.** The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association shall be as follows:

At the regular annual meeting and the first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty-one percent (51%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice, and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership of the Association. In the event the required quorum is not present at the second meeting, a third meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article I, Section 4, and any other requirements for such "duly called meeting" which may be established by the By-laws of the Association. This provision shall not apply when the proposed action is the amendment of these Covenants and the quorum requirement established by Part Five, Article II shall govern in that instance. For the purpose of this Section, "proper notice" shall be deemed to be given when notice is mailed to each Member by regular mail, postage prepaid, to the address in the Association's records for such Member, not less than fifteen (15) days prior to the date of the meeting at which any proposed action is to be considered.

Section 5. **Proxies.** All Members may vote and transact business at any meeting of the Association by proxy authorized in writing and as authorized under Title 33, Chapter 31, S.C. Code of Laws Ann.

## ARTICLE II Open Space and Common Properties

Section 1. **Members' Easements of Enjoyment in Open Space.** Subject to the provisions of these Covenants, as well as any bylaws and rules and regulations of the Association, promulgated pursuant to the Covenants, and any permitted fees or charges established by the Association, every Property Owner and guest of such Property Owner shall have a right of easement of enjoyment in and to the Open Space, and such easement shall be appurtenant to and shall pass with the title to every Residential Lot and Family Dwelling Unit. The privilege granted to guests of Property Owners, to use and enjoy the Open Space, may be denied to or withdrawn by an affirmative vote of sixty-six percent (66%) of the votes cast at a meeting of the Association called with notice that the purpose or a purpose of the meeting is to vote on such denial or withdrawal.

Section 2. **Common Properties.** Subject to the provisions of these Covenants, as well as any Bylaws and rules and regulations of the Association, and any charges established by the Association, every Class "A" Member shall have a right and easement of enjoyment in and to any property now or hereafter designated "Common Properties" pursuant to these Covenants, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or Family Dwelling Unit, provided, however, that the privilege to use and enjoy the Common

Properties may be suspended by the Board for violation of these Covenants, as well as any Bylaws and rules and regulations of the Association, including the obligation to pay assessments when due. Notwithstanding the foregoing, the privilege to use Common Property roads for purposes of unobstructed ingress and egress to a Property Owner's property shall not be denied for the failure to pay assessments.

Section 3. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Open Space owned by the Association, Common Properties, and providing services authorized herein and, in aid thereof, to mortgage said properties;
- (b) The right of the Association to assume and pay any liens or encumbrances against the purchased Common Property at the time of conveyance;
- (c) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, easements on any part of the Open Space and Common Properties;
- (d) The right of the Association to give or sell all or any part of the Open Space owned by the Association, including lease-hold interests, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfer and determination as to purposes and conditions shall be authorized by the affirmative vote of two-thirds (2/3) of the votes cast at a duly called meeting of the Association, wherein no less than fifty-one percent (51%) of the eligible member votes are present, in person or by proxy, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Open Space prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership;
- (e) The rights of reversion of the lessor of any Open Space leased by the Association upon expiration of the lease; and
- (f) The right and easement of enjoyment to the Common Properties shall be limited to the Member and his or her spouse and children (under 21 years of age) permanently residing with the Member.

### **ARTICLE III Assessments**

Section 1. **Creation of the Lien and Personal Obligations of Assessments.** Each Class "A" Member agrees to all terms and provisions of these Covenants and to pay to the Association as follows:

- (a) Annual assessments or charges; and
- (b) Special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- (c) Capital contributions, as defined in this Article.

Section 2. **Purpose of Assessments.** The annual assessments levied hereunder shall be used exclusively for the improvement, maintenance, management, enhancement, enlargement and operation of the Recreational Amenities, roadways, bridle paths, security system, insect and animal control, vegetation control, drainage systems, Open Space, and for Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Open Space or Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its authorized functions.

All funds necessary for operation of Common Properties need not be derived from the assessments levied by the Association, but rather may be derived from user charges and annual user dues for the particular facility as determined by the Association. Such user charges and user dues shall be in addition to and not in lieu of any other assessments provided for herein. The Association should establish reserve funds equal to at least ten percent (10%) of its receipts from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 3. **Amount of Assessment.** The annual assessment shall be based on reasonable cost-sharing principles reflecting access, benefit, and use opportunity of the Association's Common Properties, open spaces, and services. The annual assessment for 1999 is \$475. From and after January 1, 2000, the annual assessment may be increased/decreased each year by the Board of Directors of the Association, by an amount not in excess of seven percent (7%) per year without approval, by vote, of the Class A members.

Section 4. **Special Assessments for Improvements, Additions and Other Needs.** In addition to the annual regular assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Open Space or the Common Properties owned by the Association, including the necessary fixtures and personal property related thereto, or for additions to Open Space or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that such assessment shall have received the

assent of a majority of the votes of the Members responding to a mail Referendum within forty-five (45) days of mailing the ballot, with such mail Referendum materials to include a statement prepared by the Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Directors dissenting from such assessment; provided, however, that neither of such statements may exceed a maximum length of five pages on each proposed assessment. This provision shall be interpreted to mean that the Association may make, in any one year, an annual assessment plus an additional special assessment.

Section 5. **Capital Reserve Assessment/Capital Contribution.** Concurrent with the application for construction approval by the ARB, the Property Owner shall pay a one-time Capital Contribution, as a road impact fee of no less than \$750. From and after January 1, 2000, this transfer fee may be increased each year by an amount not in excess of seven percent (7%) without approval, by vote, of the Class A members.

Upon the transfer of any Family Dwelling Unit or Residential Lot, there shall be due to the Association, a transfer fee of \$75 to reflect the cost and impact incurred by the Association in the event of a transfer of ownership. From and after January 1, 2000, this transfer fee may be increased each year by an amount not in excess of seven percent (7%) without approval, by vote, of the Class A members.

Section 6. **Quorum for Any Action Authorized under Section 3 of this Article.** The quorum required for any action authorized to be taken by the Association Members under this Section shall be as in Part Three, Article I, Section 4.

Section 7. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the amount of the assessment and frequency of billing as to each Class "A" Member, and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Property Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Property Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Property Owner of payment of any assessment therein stated to have been paid.

Section 8. **Effect of Non-Payment of Obligations: The Personal Obligation of the Property Owner; the Lien; Remedies of Association.** If the assessment or any other authorized charges are not paid on or before the due date specified therein, such assessment or authorized charge shall be delinquent and subject to an immediate late charge of five percent (5%) per annum and thereafter be subject to interest thereon at the rate of twelve percent (12%) per annum from the due date along with the cost of collection thereof as hereinafter provided, including but not limited to reasonable attorney fees and, thereupon, become a charge and continuing lien on the land and all improvements thereon, against which each such assessment or authorized charge was made. The personal obligation of the Property Owner at the time when the assessment or authorized charge first became due and payable shall remain his personal obligation and shall not

pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the past due date, the Association may pursue any and all legal means against the Property Owner personally, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. The voting rights of the Member shall be subject to suspension without further notice and the Member, including his spouse and any children (under 21) residing therewith, may also be denied access to all Residential Amenities, Open Spaces, and Common Properties (excepting Association roadways necessary for access to the Property Owner's Family Dwelling Unit or Residential Lot). In the event a judgment is obtained, such judgment shall include interest on the assessment and other charges as above provided and reasonable attorney's fees, together with the costs of the action. In addition, the Association may file evidence of its lien in the office of the R.M.C. for Charleston County and enforce same to the extent allowed under South Carolina law. The costs related to such filing, including any filing fee and reasonable attorney fees shall also be secured by the lien. In addition to and not by way of exclusion, in the event of any violation of any Covenant, bylaw, or rules and regulations of the Association, other than an assessment payment obligation, the Board may also impose sanctions or fines for the violation of provisions hereof, as well as bylaws or rules and regulations of the Association, pursuant to an adopted schedule, the payment of which shall be secured by a lien in favor of the Association upon the Residential Lot(s) or Family Dwelling Unit of the violating Property Owner.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after such sale or transfer.

**Section 10. Annual Statements.** The Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. The Association shall furnish to each Member of the Association who may make request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

#### **ARTICLE IV Functions of Association**

**Section 1. Ownership and Maintenance of Common Properties and Open Space.** The Association shall be authorized, but not obligated, to own and maintain Common Properties and equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Property;
- (b) for sidewalks, walking paths or trails, bicycle paths and bridle paths throughout the Property;
- (c) for transportation facilities throughout the Property other than privately owned automobiles, e.g., buses, electric vehicles, etc.;
- (d) for security, including security stations, maintenance buildings and/or guardhouses, security equipment, fire stations and fire fighting equipment; and buildings used for maintenance functions;
- (e) for emergency health care including ambulances and emergency care medical facilities and the equipment necessary to operate such facilities;
- (f) for providing any of the services which the Association is authorized to offer under Section 3 of this Article;
- (g) for purposes set out in deeds or long-term leases by which Common Properties and restricted Common Properties are conveyed or leased to the Association; and
- (h) for lakes, swimming pools, club facilities, playing fields, tennis facilities, community parks, wildlife areas, fishing facilities, community dock facilities and other recreational facilities of any nature; and for community meeting facilities which serve the Property.

**Section 2. Ownership and Maintenance of Common Properties and Recreational Amenities.** The Association shall be authorized to own and maintain the Recreational Amenities and other Common Properties within Stono Ferry. The Association shall be authorized to require the payment of user fees, annual user dues, or initiation charges.

**Section 3. Services.** The Association shall be authorized but not required to provide the following services:

- (a) clean-up, maintenance, landscaping, and lighting of all roads, parks, lagoons, Open Spaces and other Common Properties within the Property and also all public properties which are located within or in a reasonable proximity to the Property as a whole;
- (b) transportation facilities other than privately-owned vehicles;
- (c) security, including but not limited to the employment of security personnel, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- (d) garbage and trash collection, removal and disposal;

- (e) insect, pest and animal control to the extent that it is necessary or desirable in the judgment of the Board to supplement the services provided by the State and local governments;
- (f) the services necessary or desirable in the judgment of the Board to carry out the Association's obligations and business under the terms of these Covenants;
- (g) to purchase liability and hazard insurance covering improvements and activities on the Open Spaces and Common Properties; and
- (h) to maintain, operate and govern the Recreational Amenities, Open Spaces and other Common Properties on the Property including the promulgation of Rules and Regulations for the administration thereof.

The Association is further authorized, but not required:

- (i) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;
- (ii) to set up and operate the ARB as hereinabove provided and to otherwise delegate rights and duties of the Association to a separately organized committee or group;
- (iii) to conduct recreation, sport, craft and cultural programs of interest to Members, their children and guests;
- (iv) to provide safety equipment for storm emergencies;
- (v) to monitor and support the operation of transportation services between key points of the Property and the airports, other public transportation terminals, schools, and public centers servicing the area surrounding the Property and nearby communities by the collection of user fees for the use thereof;
- (vi) to construct improvements on Open Spaces or other Common Properties for any of the purposes set forth herein or as may be required to provide the services as authorized in this Article; and
- (vii) to provide administrative services to Members including but not limited to: legal; accounting and financial; and to provide communication services informing Members of activities, notice of meetings, referenda, etc., incident to the above listed services, as well as any regime or association governing or overseeing real property located in Stono Ferry.

**Section 4. Limitations Upon Obligations of the Association.** The Association shall not be obligated to carry out or offer any of the functions and services specified or implied in these Covenants. The functions and services to be carried out or offered by the Association at any

particular time shall be determined by the Board, taking into consideration the funds available to the Association and the needs of the Members. Functions and services which the Association is authorized to provide may be added or deleted at any time upon the affirmative vote of fifty-one percent (51%) or more of those voting in a Referendum conducted by the Board under the same procedures as for a special assessment.

Section 5. **Mortgage and Pledge.** The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association only in performing its authorized functions. The Board of Directors of the Association shall be further authorized to generate revenues in any manner not prohibited under Title 33, Chapter 31 of the South Carolina Code of Laws.

#### **Part Four**

### **SPECIAL RESTRICTIONS AFFECTING WATERFRONT AND WOODLAND RESIDENTIAL AREAS**

#### **ARTICLE I**

#### **Waterfront and Woodland Areas**

Section 1. **Docks.** Owners of lots suitable for a dock, as designated on the Master Dock Plan, may be permitted to erect docks and boathouses upon their lots and the trust property or Open Space located between the outer boundary of their lots and contiguous to same and the high water mark, upon complying with the following terms and conditions:

- (a) complete plans and specifications including site, color or finish must be submitted to the ARB in writing;
- (b) written approval by the ARB of such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic grounds; and
- (c) compliance with all governmental regulations, laws and ordinances and approval from agencies having approval authority.

Any alterations of the plans and specifications or of the complete structure must also be submitted to the ARB in writing, and the ARB's approval in writing must be similarly secured prior to construction. The ARB reserves the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 2. **Maintenance of Docks.** All Property Owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times. Such Property Owners must 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 Board shall determine whether the docks and/or boat houses are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards. If the

dock and/or boat house fails to meet acceptable standards, said Property Owners shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Board. If the Property Owners fails to so remedy such conditions, the Association may make the necessary repairs, but shall not be obligated to make such repairs or take such actions as will bring said dock and/or boat house up to acceptable standards, all such repairs and actions, if any, to be at the sole expense, of the subject Property Owner. The Property Owner shall also be subject to any additional sanctions provided for herein.

Section 3. **Trespass.** Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Property Owner, or on the easement areas adjacent thereto entering, the property and taking such action shall not be deemed a trespass.

## **ARTICLE II**

### **Special Restrictions Affecting Golf Fairway Residential Areas**

Section 1. **Golf Course Maintenance.** There is hereby reserved unto the Golf Course owner and its agents, employees, successors and assigns, the perpetual, non-exclusive right and easement over and across each Residential Lot and all unimproved portions of each Family Dwelling Unit which are adjacent to the fairways and greens of the golf course. This reserved right and easement shall permit, but shall not obligate, the Golf Course Owner and its agents, employees, successors and assigns to go upon any such Residential Lot or Family Dwelling Unit to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing and removal of underbrush, stumps, trash or debris and trees of less than six (6) inches in diameter at a level of four (4) feet above ground level. The area encumbered by this easement shall be limited to the portion of such Residential Lot or Family Dwelling Unit within thirty (30) feet of those boundary lines of such Residential Lots and Family Dwelling Units which are adjacent to such fairways or greens; provided, however, the entire Residential Lot and all unimproved portions of such Family Dwelling Unit shall be subject to such easement until the landscaping plan for such Residential Lot or Family Dwelling Unit has been approved and implemented pursuant to the provision of these Covenants.

Section 2. **Entry by Golfers.** Each Residential Lot and Family Dwelling Unit adjacent to a golf fairway or green shall be subject to the right and easement on the part of registered golf course players and their caddies to enter upon such Residential Lot and upon the unimproved portions of such Family Dwelling Unit to remove a ball or to play a ball, subject to the official rules of the golf course, with such entering and playing not being deemed to be a trespass, provided that after a residential unit is constructed on a Residential Lot or any Undeveloped Land, such easement shall be limited to the recovery of balls only, and not play. Furthermore, golf course players or their caddies shall not be entitled to enter on any such Residential Lots or Family Dwelling Units with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Residential Lot or Family Dwelling Unit, or in any way commit a nuisance while on any such Residential Lot or Family Dwelling Unit.

Section 3. **Property Owner Obligations.** Owners of Residential Lots or Family Dwelling

Units adjacent to a golf fairway or green shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive landscaping plan for the entire golf course area. The landscaping plan for the areas of any Residential Lot or Family Dwelling Unit within thirty (30) feet of the boundary line adjacent to a golf fairway or green shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual landscaping plans must be approved by the ARB.

**Section 4. Lakes and Lagoons.** Owners of Residential Lots and Family Dwelling Units adjacent to lakes and lagoons which are part of, or which are associated with, the golf course shall not pump water from said lakes and lagoons and shall not allow pollutants or chemicals to run off of their Lots or Dwelling Units into the lakes and lagoons.

**Section 5. Assumption of Risk.** Owners of Residential Lots and Family Dwelling Units adjacent to golf fairways and greens, their guest and visitors are deemed to have assumed the risks of personal injury or property damage resulting from golf balls unintentionally hit onto such Residential Lot or Family Dwelling Unit by registered golf course players. Such owners and their guests or visitors shall be deemed to have released the Golf Course Owner, its lessees, operators, successors and assigns from any and all liability for damage or injury caused by errant golf balls, and shall be deemed to have agreed to indemnify and hold the Golf Course Owner, its lessees, operators, successors and assigns harmless from any and all claims, actions costs or liability arising from any damage or injury caused directly or indirectly by golf balls flying, landing, hitting or resting in or around any Residential Lot or Family Dwelling Unit adjacent to the golf course.

## **Part Five**

### **GENERAL PROVISIONS**

#### **ARTICLE I**

##### **Duration**

These Covenants shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, any Property Owner, their respective legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date these Covenants are recorded. Upon the expiration of said twenty-five (25) year period, these Covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with these Covenants being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of these Covenants if, during the last year of the initial twenty-five (25) year period or any ten (10) year renewal term, three-fourths (3/4) of the votes cast at a duly held meeting of the Association at which a quorum is present vote in favor of terminating these Covenants at the end of the then current term. It shall be required that written notice of

any meeting at which such a proposal to terminate these Covenants is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate these Covenants, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating these Covenants and, the total number of votes cast for and against such resolution. Said certificate shall be recorded in the official real estate records for Charleston County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of these Covenants.

**ARTICLE II  
Amendments**

The Association specifically reserves to itself, its successors and assigns, the right hereafter to amend these Covenants, or any portion thereof, on its own motion, from the date hereof. The procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association, and any such proposed amendment shall be deemed approved if at a meeting at which a quorum specified in Part Three, Article I, Section IV is present, two-thirds (2/3) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to these Covenants is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that notice of such meeting was given, and the total number of votes cast for and against the amendment. Such Addendum shall be recorded in the official real estate records of Charleston County, South Carolina.

The quorum required for any action authorized to be taken by the Association under this Article shall be the same as Part III, Article I, Section 4.

**ARTICLE III  
Notices**

Section 1. Any notice required to be sent to any Class “A” member under the provisions of these Covenants shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the member.

Section 2. Any person who advises the Association following the day on which said notice is mailed that he has become an owner and Member shall be deemed to have been given notice if notice was given to his predecessor in title as shown in the records of the Association.

**ARTICLE IV  
Enforcement, Severability and Interpretation**

Section 1. **Who May Enforce Generally.** In the event of a violation or breach of any of the affirmative obligations or restrictions contained in these Covenants by any Property Owner or agent of such Property Owner, the Board or any other Property Owner(s) jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event.

Section 2. **Enforcement by the Association.** In addition to the foregoing, the Association shall have the right to impose fines and suspend or withdraw the right and authority of the subject Property Owner to use the Recreational Amenities, Open Spaces and Common Properties (excluding Association roadways), as provided herein.

The Association may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaints. If the violation is not expeditiously terminated, the Association may, in addition to the foregoing, engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants.

Section 3. **Against Whom May the Covenants Be Enforced.** The obligations and benefits prescribed by the Covenants shall run with the Property and shall be enforceable against any Property Owner or other person whose activities bear a relation to the Property, i.e., deny access to third parties found to have violated the Covenants, as well as any Bylaws and rules and regulations promulgated hereunder.

Section 4. **Means of Enforcement.** Enforcement of these Covenants shall be by any proceeding at law or in equity, as well as by the non-judicial means referenced herein.

Section 5. **Severability.** Should any covenant or restriction herein contained, or any Part, Article, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. **Interpretation.** In all cases, the provisions of this Declaration shall be given that interpretation or construction which will best tend toward the consummation of the general plan of development for the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 7. **Authorized Action.** All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board in the manner provided for in the By-laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. **Trespass.** Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property or easement areas and taking such action shall not be deemed a trespass.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Witness:

STONO FERRY OWNERS' ASSOCIATION, INC.

\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: SECRETARY



COUNTY OF CHARLESTON        )  
  )

**CERTIFICATION**

The requisite notice having been placed in USPS first-class mail, postage prepaid, on \_\_\_\_\_, 19\_\_\_\_, at which time there were \_\_\_\_\_ eligible votes within the membership of the Stono Ferry Owners' Association, Inc.; that on \_\_\_\_\_, 19\_\_\_\_, a meeting was held, upon which time \_\_\_\_\_ eligible votes were cast in opposition of the attached Amended and Restated Covenants and Restrictions of Stono Ferry Owners' Association (the "Covenants"). Therefore, the requisite number of votes were cast in favor of the Covenants and that the same shall be effective as of the date and time of recordation in the Office of the R.M.C. for Charleston County, but in no case, any later than sixty (60) days from the date of this Certification.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

STONO FERRY OWNERS' ASSOCIATION, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
By: \_\_\_\_\_  
Its Secretary