

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)

DECLARATIONS OF
 RESTRICTIONS AND EASEMENTS
 FOR
 SUMMERTREES SUBDIVISION

THIS DECLARATION made this 30th day of October, 1987 by TREMONT ASSOCIATES, a Limited Partnership (hereinafter sometimes called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property as shown on a Plat entitled "SUBDIVISION PLAT SUMMERTREES - PHASE I LOCATED ON BROWNSWOOD ROAD ON JOHNS ISLAND, CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" by Engineering, Surveying & Planning Inc., dated Nov. 24, 1987 and recorded Dec. 29, 1987 in Plat Book BP, Page 179 in the R.M.C. Office for Charleston County, South Carolina (hereinafter called the "Property") and shown as Block A, Lots 1-4; Block B, Lots 2-4; and Block C, Lots 1-41; 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 for the above-referenced lots to create covenants and restrictions for said lots;

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 said Lots set forth becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

NOTE: THIS DECLARATION APPLIES ONLY TO THE LOTS ABOVE DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY OR LAND SHOWN AS "UNDEVELOPED" LAND ON THE REFERENCED PLAT OWNED BY THE DEVELOPER UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY DEVELOPER.

ARTICLE I

Definitions

1. "Lot" means any numbered Lot shown on a recorded plat comprising a single dwelling site designated on any plat or survey recorded in the Office, Clerk of Court of , 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 as per the recorded plat 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 , or any successor-in-title to the said 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 and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "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; provided, however, that nothing herein shall prevent Developer or any builder of homes subject to the Declarations of Restrictions and Easements 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 said property, including but not limited to sales offices, parking areas and model homes.

2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: "The Developer", until such time as Developer has sold more than seventy-five (75%) percent of all Lots made subject to this Declaration. Thereafter, the Developer may assign his rights for Architectural Control review to an Architectural Control Committee of five (5) persons elected by a majority of all Lot owners subject to this Declaration with each Lot having one (1) vote. Developer further reserves the right, but shall not be obligated to, assign his rights for Architectural Control to the Architectural Control Committee

prior to the sale of seventy-five (75%) percent of the Lots or the Developer shall automatically lose such control at the time as required by any governmental body having jurisdiction over said property.

3. Review and Approval of Plans and Landscape Plans. No landscaping, grading, filling, building, fence, wall, sidewalk, lamp post, 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 grading, filling, 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 for 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. No person shall paint the exterior of any building a color different from the original color unless the proposed color has been approved by the Architectural Control Committee. 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. 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. A small accessory building, not to exceed one (1) story, may be approved so long as its location complies with the setback requirements of the City of Charleston, South Carolina, does not obstruct any views, the exterior design and construction is comparable with that of the main dwelling, and is approved by the Architectural Control Committee. All construction debris must be removed within forty-eight (48) hours.

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 City of Charleston, South Carolina. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for its aesthetic value and the Architectural Control Committee may require a greater setback so long as the required setback does not violate the set back requirements of the City of Charleston, South

Carolina. In certain cases, the Architectural Control Committee may require an Owner to seek a variance from the City of Charleston, South Carolina if necessary to protect important trees, vistas or to preserve 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. Chain link fences are not encouraged and will be limited to the rear and side of the main building no closer than fifteen (15') feet from the front corner of the dwelling, and shall never enclose the entire yard and shall be of such design, location and construction with materials as approved by the Architectural Control Committee.

(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, and any sideline easement as provided in paragraph 23, with regard to sidelines to be abandoned, shall be deemed waived unless there is actually a utility within said easement.

(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 the structure. No side yard shall be required for any detached garage or accessory outbuilding (unless required by the applicable zoning ordinance) 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 enclosed living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways shall be not less than 1,000 square feet. On all Lots having a two (2) or two and one-half (2½) story house, the house shall have a minimum of 800 square feet on the first floor; provided however, the area within an enclosed garage on a two (2) or two and one-half (2½) story house shall be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house. Houses of less than the stated square footage may be approved by the Developer or the Architectural Control Committee if in the opinion of the Developer or the Architectural Control Committee the design and construction of the house would be in keeping with the adjoining properties and the lowering of the square footage would not depreciate the value of adjoining properties subject to this Declaration.

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, 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 and six (6) months on the completion of the exterior.

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. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets unless under leash or carried by the Owner.

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 subject to this Declaration.

13. Signs. No advertising signs "For Sale" or "For Rent" or billboards shall be erected on any Lot or displayed to the public on any Lot that is larger than six (6) square feet. 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, which period shall not exceed five (5) years from the date hereof, 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 its transferee pursuant to any proceeding in lieu thereof.

14. Screening and Underground Utility Service. Clotheslines, garbage cans and equipment shall be screened and stored within the confines of the rear yard 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 or satellite dishes shall be erected on the Property. In no event shall free standing transmission or receiving towers or satellite dishes 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, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity, 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.

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. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until the morning of pick-up and all empty containers shall be removed by 6:00 p.m. on the date of pick-up.

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.

20. Water System. Water shall be supplied through municipal system.

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 on the Lots subject to this Declaration, 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 six (6') 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.

24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality. A maximum of three (3) cars shall be parked upon the driveway, driveway permitting. There shall be no overnight parking on the street or on the lawns.

25. 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 Junty, 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 (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

26. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of all the lot owners subject to this Declaration during the initial 30-year period of this Declaration, or thereafter by vote of at least seventy (70%) percent of the lot owners, provided, each lot owner shall have one (1) 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 R.M.C. Office of Charleston 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. Further, Developer shall have the authority to amend these restrictions at any time to comply with the requirements of any governmental body such as Veterans Administration, Federal Housing Administration, Department of Housing and Urban Development, City of Charleston, Charleston County or by the Federal National Mortgage Association or Federal Home Loan Bank Board.

27. 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

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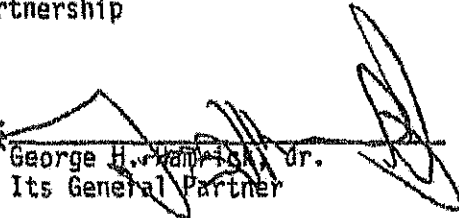
have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

IN WITNESS WHEREOF, the Developer, TREMONT ASSOCIATES, a Limited Partnership has caused these presents to be executed in its corporate name by its general partner hereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day first written above.

WITNESSES:

TREMONT ASSOCIATES, a Limited Partnership

Nancy M. Peat
Betty L. Howe

By: 
George H. VanRicht, Jr.
Its General Partner

Nancy M. Peat
Betty L. Howe

By: 
R. Patrick Welch
Its General Partner

JSB39(064)

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named TREMONT ASSOCIATES, a Limited Partnership, by George H. Hamrick, Jr., its General Partner, and by R. Patrick Welch, its General Partner, sign, seal and deliver the within-written Declaration of Restrictions and Easements, and that s/he with the other witness subscribed witnessed the execution thereof.

Dorothy M. Post
Witness

SWORN TO BEFORE ME THIS

30th day of October, 1987.

Betty L. House (L.S.)
Notary Public for South Carolina

My Commission Expires: February 23, 1994

JSB39(064)

George Hamrick

9. Summerville

4 Carriage Lane

Suite 102

Chas SC 29407

8/8/82

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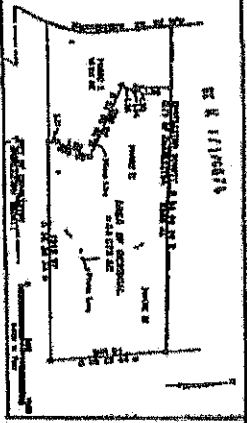
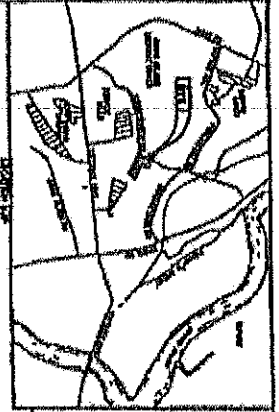
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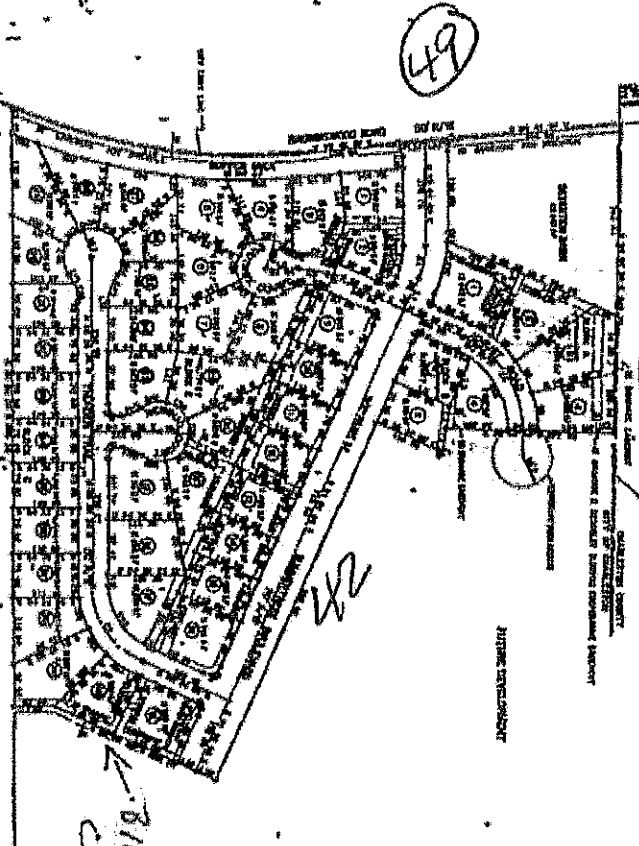
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ROBERT M. YANCE
REGISTER MEASURE COL. YANCE
CHARLESTON COUR. Y. S.C.

BP 179
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 Phase I



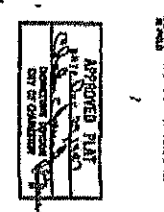
Project Title: **Subdivision Plat**
 Prepared For: **Black & Veatch**
 Prepared By: **Black & Veatch**
 Date: **10/29/87**



1. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.
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25. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

ENGINEERING, SURVEYING, & PLANNING, INC.
 1234 5th Street
 Charleston, SC 29401
 Phone: (803) 799-1234

FINAL SUBDIVISION PLAT
 PREPARED FOR:
TREACANT ASSOCIATES
 OF
SUMMITTRESS - PHASE I
 LOCATED ON BROWNSWOOD ROAD
 ON JENNIS ISLAND, CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 DATE: 10/29/87



ASSIGNED PLAT
 PREPARED FOR:
TREACANT ASSOCIATES
 OF
SUMMITTRESS - PHASE I
 LOCATED ON BROWNSWOOD ROAD
 ON JENNIS ISLAND, CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 DATE: 10/29/87