

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
CHADBURY VILLAGE HOMEOWNERS' ASSOCIATION

THIS Declaration, made on the date hereinafter set forth by Chadbury Place, LLC a South Carolina Limited Liability Company ("Declarant")

WITNESSETH

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

All that certain property shown on a plat of Phase One Chadbury Village prepared by Andrew C. Gillette dated September 30, 1998, entitled "FINAL SUBDIVISION PLAT SHOWING LOTS 1-28 CHADBURY VILLAGE, PHASE ONE, PROPERTY OF CHADBURY PLACE, LLC, LOCATED IN THE TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA." said plat being recorded in the Charleston County RMC Office in Plat Book EC, Page 932.

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

NOTE: THIS DECLARATION APPLIES ONLY TO THE PROPERTIES ABOVE DESCRIBED AND DOES NOT TO ANY ADJOINING PROPERTY OWNED BY THE DECLARATION UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY DECLARATION.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CHADBURY VILLAGE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real properties hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real properties (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the tract of land adjacent to the entranceway and, as to any Lot bordering on the lake, there shall be a 20' maintenance/buffer area between the normal water level of the lake at the rear lot lines which maintenance/buffer area shall be maintained by each owner adjacent to and adjoining said maintenance/buffer area hereinafter provided. The Lakes which is currently owned by Chadbury Place, LLC may also be conveyed to the Association and made a part of the Common Area.

Common Area.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area, streets dedicated to a public body and areas for public utilities.

Section 6. "Declarant" shall mean and refer to Chadbury Place, L.L.C., a South Carolina Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to this instrument.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as maybe agreed to by the members. No such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or to contract purchasers who reside on the properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or

(b) on December 31, 2010.

PROVIDED, HOWEVER, in the event Declarant, its successors or assigns, shall annex additional property, the Class B Membership shall apply to such lots annexed, and his Class B membership shall be reinstated for all unsold Lots in previous sections.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Except as to first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title.

the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for improvement and maintenance of the Common Area, buffer areas and fences and equipment located within the Common Area, maintaining, replanting and improving any planter islands located within the rights-of-way of dedicated streets, re-paving and maintenance of streets designated as Common Area(s), lawn maintenance and ground care and landscaping of the Properties located within the Common Area, and maintaining all drainage facilities and any detention ponds, lakes or lagoons not maintained by a public body.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the issuance of the first certificate of occupancy for a completed dwelling on a Lot in the Properties, the maximum annual assessment shall \$130.00 per Lot.

(a) From and after January 1, 1999, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole

applicable to that year only for the purpose of defraying, in whole or in part, the cost of cleaning the lake or treating the lake and any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members at a Quorum, who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for an Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Additional lots which are annexed by the Declarant shall be subject to the assessments at the time of the recording of an approved subdivision plat in the RMC Office of Charleston County, South Carolina.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the

same, or foreclose the lien against the Properties. If the Association is required to bring any action to collect fees and assessments, it shall be entitled to recover all costs and expenses of collection including reasonable attorneys fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location (see guidelines) of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures

and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Neither Declarant 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 said plans and specifications approved by the Architectural Control Committee. Further, neither Declarant, 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 affected by this Declaration by mistake of judgment, negligence or non-feasance arising out of or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specification to the Architectural Control Committee for approval, by submission of such plans and specifications, and every Owner agrees that he will not bring any action or suit against Declarant or any member of the Architectural Control Committee to recover for any such damage.

ARTICLE VI

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STREETS

Section 1. Dedication of Streets. It is the intention that all streets within Chadbury Village will be dedicated to the Town of Mt. Pleasant or the County of Charleston, South Carolina, for public maintenance. If the streets are not accepted for public maintenance, then the streets shall become Common Areas and deeded to the Association.

Section 2. Notwithstanding such dedication, the Association shall have a right and responsibility to maintain any entranceway and landscaping within the rights-of-way of any dedicated streets.

ARTICLE VII

NON-DEDICATION

The Common Area, as described herein, and any further common areas not hereby dedicated for the use of the general public, are dedicated to the common use and enjoyment the homeowners in Chadbury Village.

ARTICLE VIII

RESTRICTIONS AND EASEMENTS

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

Section 1. Residential Use of Properties. 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 Declarant or any builder of any homes in Chadbury Place from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of properties in Chadbury Place.

Section 2. Building Construction.

(a) No building or structure shall exceed three (3) stories in height or be in excess of thirty-five (35') feet in height.

(b) No accessory building or structure shall be permitted unless specifically approved in writing by the Architectural Control Committee.

Section 3. Setbacks, Building Lines and Construction

Requirements.

(a) Each building or structure erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Town of Mt. Pleasant, County of Charleston, South Carolina, and in accordance with the restrictions contained herein, whichever restriction or requirement is more stringent.

(b) Any building or structure shall be set back at least ten (10') feet from any dedicated street rights-of-way line on which it fronts. Exceptions may be granted by the Architectural Control Committee as to corner Lots and Lots on cul-de-sacs.

(c) In each case, individual setbacks or sidelines must be approved by the Architectural Committee for its aesthetic value. The Architectural Control Committee may require a greater or lesser setback so long as the required setback does not violate the setback requirements of the Town of Mt. Pleasant. In certain cases, the Architectural Control Committee may require an Owner to seek a variance from the Town of Mt. Pleasant, if necessary, to protect important trees, vistas or to preserve aesthetic value.

(d) No more than one (1) dwelling unit shall be built upon any Lot.

(e) The Owner shall provide parking for at least two (2) vehicles upon his Lot.

(f) Walls and Fences. Unless approved by the Architectural Control Committee, no fence or wall shall be erected, placed, or altered on any Lot. No chain link fences will be allowed. The exposed part of retaining walls shall be made of brick, stucco, railroad ties, or veneered with brick. Fences on lake Lots are not encouraged and will be limited to 48" in height and shall be located to the rear of the main dwelling (unless a greater height is required by a zoning ordinance) and shall be of such design, location, and construction with materials as approved by the Architectural Control Committee.

(g) Subdivision of a Lot. No Lot shall be subdivided. Two or more Lots may be combined to form a fewer number of Lots so long as any resulting Lot(s) meet(s) all subdivision and zoning requirements. Any easements along side Lot lines which are abandoned in the combination of Lots shall be deemed automatically abandoned unless there is, in fact, an easement or utility located along or adjacent to said Lot line. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. Two (2) adjoining lots may be re-subdivided so as to adjust the dividing line between the said lots for the purpose of correcting any encroachment or setback errors.

(h) Terraces, Eaves, etc. 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.

(i) Buffer Strips. All buffer strips shown on any recorded plat shall be maintained by the Owner thereof as a planted and landscaped area. No building or structure shall be constructed and no parking areas or other use may be maintained within the buffer strips.

Section 4. Building requirements. The heated living area of all homes shall not less than 1100 square feet.

Section 5. Obstructions to View at Intersections. The lower

branches of trees or other vegetation shall not be permitted to obstruct the view at intersections, within a twenty-five (25') foot radius of the corner Lot line.

Section 6. Delivery Receptacles and Properties Identification Markers. The Architectural Control Committee shall have the right to approve as to location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials, as well as Properties identification markers.

Section 7. 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 Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 8. 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 building or structure not completed within one (1) year from the date of commencement of construction and six (6) months of the completion of the exterior.

Section 9. Livestock. No animals, livestock, poultry or fowl

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 Owners Lot or to be upon the streets or other Common Areas unless under leash or carried by the Owner.

Section 10. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot nor, shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Chadbury Place.

Section 11. Signs. No signs advertising "for sale" or for "rent" or billboards shall be erected on any Lot or displayed to the public on any Lot except that a Lot may have one "for sale" or "for rent" sign not to exceed six (6) square feet. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole or a particular section within the subdivision which sign(s) shall not exceed fifty (50) square feet, nor to signs for selling lots and/or houses during the development and construction period. All signs, during the construction and development period shall be subject to approval by the Architectural Control Committee. Also, the provisions of this Section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with

respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 12. Aesthetics, Nature Growth, Screening. Underground Utility Service. Trees which have a diameter in excess of six (6") inches, measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. The Owner must provide building plans and plot plans, showing landscaping, to the Architectural Control Committee. Clotheslines, garbage containers and equipment shall be screened to conceal them from view of neighboring Lots and streets. All utility service lines connecting to residences shall be underground. All fuel tanks must be buried. No bird baths or other structures, toys or debris shall be placed in the front yard. Grass and planting beds shall be kept cut and clean. (See Additional Guidelines).

Section 13. Antennas and Satellite Dishes. No radio towers or satellite dishes or antennas shall be erected on any Lot unless specifically approved by the Architectural Control Committee. In no event shall free standing transmission or receiving towers be permitted.

Section 14. 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 view from the Street(s) as approved by the architectural Control Committee. No vehicles shall be parked on the street, except for guest, not to exceed a twenty-four (24) hour period.

Section 15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or unused vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All 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 Owner of such Lot, at the 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.

Section 16. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 17. Sewage System. Sewage disposal shall be through the municipal system.

Section 18. Water System. Water shall be supplied through the municipal system.

Section 19. Utility Facilities. Declarant reserves the right to approve the construction, installation and maintenance of utility facilities, including but not limited to, water, telephone and sewage systems, which may be in variance with these restrictions. The Architectural Control Committee may approve wells for watering of Lots or such wells as may be required for heating and air conditioning systems so long as such wells do not lower the level of any lake or affect the quality of the lake water. No Owner may pump water from any lake.

Section 20. Model Homes. Declarant, as well as any builder of homes in Chadbury Place, shall have the right to construct and maintain model homes on any of the Lots.

Section 21. Easements.

(a) Lots subjected to this Declaration shall be subject to those easements, if any, as shown and set forth on any recorded plat thereof. Declarant hereby reserves an easement for utilities and drainage facilities over the front and side five (5') feet of each Lot, and over the rear ten (10') feet of each Lot, except for Lots on a lake, there shall be an easement of fifteen (15') feet on the rear. 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, except for those improvements for which public authority or utility company is responsible.

(b) Easement to Declarant. Declarant reserves for itself, its successors and assigns, the right to maintain a sales office on the Project to maintain model, to erect signs and to show models. Declarant also reserves unto itself, its

successors and assigns, and successors in title, a perpetual easement over the Common Property for ingress to, egress from, travel over, construction, maintenance and operation of all types of improvements whatsoever, On, under, over and across the Common Property for the benefit of the Project and other projects designated by Declarant on adjacent parcels and all owners, occupants, guests and invitees therein.

Section 22. Driveways, Entrance to Garage and Parking Areas.

All driveways, parking areas and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality. There shall be no parking on the street or on the lawns. No unlicensed vehicle shall be parked or maintained upon any driveway, street, lawn or parking area.

Section 23. ADDITIONAL REQUIREMENTS FOR LOTS FRONTING ON ANY BUFFER AREA, LAKE, CANAL, DRAINAGE EASEMENT OR WATERWAY. Lots

bordering any buffer area, lake, canal, drainage easement or waterway shall be subject to the following additional restrictions:

(a) The Owner shall maintain the buffer or easement area and mow the area between of any lake and all areas not covered by water, even though the same may be reserved as part of the lake, canal, drainage easement or buffer area.

(b) No power boats shall be permitted on any lake, canal or drainage easement.

(c) No filling of any lake, drainage easement or canal, or waterway shall be permitted, and no waste, garbage or wastewater are to be discharged, dumped or otherwise placed in any lake, canal or drainage easement, or waterway from any Lot.

(d) No docks will be allowed on the lake.

(e) The rear and/or side Lot line shall be as shown on the recorded plat, which may be the center line of a drainage easement or waterway and the Owner will take title subject the rights of the Association, Town of Mt. Pleasant to work within and maintain for drainage purposes only any areas within drainage easements shown on recorded plats. Provided,

however, the Town of Mt. Pleasant or other governmental body making use of said drainage easements within the boundaries of Lots shall not be obligated to provide aquatic control or improve said easements in any way except as the Town of Mt. Pleasant or other governmental body, in its sole discretion, may determine necessary for drainage purposes. Any Owner of a Lot adjoining any lake, drainage easement canal or other waterway shall save and hold harmless the Town of Mt. Pleasant or other governmental body from all claims arising out of discoloration of any lake, canal, or other waterway or damages to the same caused by normal maintenance and repairs to the drainage easement.

(f) The Architectural Review Board shall have the right to control and restrict Owners of Lots adjoining the lake as to the use of chemicals which cause abnormal aquatic growth or damage or kill fish.

(g) No Owner shall have the authority to pump water from the lake nor shall there be any discharge into the lake other than normal runoff.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply with the covenants, restrictions and easements set forth herein. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Association, the Architectural Control Committee or any Owner, jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and for the recovery of damages, or for injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no

event be deemed a waiver of the right to so do thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty (60%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (50%) percent of the Lot Owners; provided, however, Declarant reserves the right, at any time, to amend the covenants and restrictions specifically required by a lender, the reviewing Attorney, the US Department of Housing and Urban Development, Federal Housing Administration and/or the Veterans Administration, to meet its requirements.

Sections 5. Annexation. Additional land may be annexed by the Declarant without the consent of the members within ten (10) years of the date of this instrument; provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore proved by them. Otherwise, additional residential Properties and/or Common Areas may be annexed to the Properties

with the consent of two-thirds (2/3) of each class of members.

THE FOREGOING DESCRIPTION IS FOR INFORMATION PURPOSES ONLY AND DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY OTHER AREAS WILL BE ANNEXED. ONLY SUCH AREAS, IF ANY, AS ARE ANNEXED BY AN AMENDMENT TO THIS DECLARATION SHALL BE ANNEXED AND SUBJECT TO THE WITHIN DECLARATION.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed under seal this 22nd day of January, 1999.

IN THE PRESENCE OF:

Brenda L. Geyer
[Signature]

Declarant:
Chadbury Place, LLC, a South
Carolina Limited Liability Company

By: [Signature] (ls)
Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I hereby certify that the above Managing Member for Chadbury Place, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME THIS 22nd
day of January, 1999.

[Signature]
(seal)
Notary Public for South Carolina
My Commission Expires 5/2/00

MICHAEL J. BUCKETT

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Julia