

BK M 418PG792

STATE OF SOUTH CAROLINA )  
  ) **DECLARATION OF COVENANTS, CONDITIONS,**  
  ) **EASEMENTS AND RESTRICTIONS APPLICABLE**  
COUNTY OF CHARLESTON         ) **TO SHELLPOINT SUBDIVISION**

WHEREAS, ADDCO, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Developer") is the Owner of certain real property located in the Town of Mt. Pleasant, Charleston County, South Carolina, known as Shellpoint Subdivision, and is creating therein a neighborhood of single-family detached residential Lots; said real property being more particularly described on Exhibit "A" hereto and incorporated herein by reference; and

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions, and wishes to establish and maintain certain minimum design and construction criteria, and other related requirements, for the purpose of protecting the value, character, integrity, quality, enjoyment and desirability of the Lots in Shellpoint Subdivision.

NOW, THEREFORE, the Developer, in consideration of the premises and other good and valuable consideration, does hereby declare that this Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter referred to as "Declaration") shall be covenants, conditions, easements, and restrictions running with the land and shall apply to that real property described on Exhibit "A", and said real property shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied and used subordinate and subject to the covenants, conditions, easements and restrictions as set forth herein.

1. SHELLPOINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AND MEMBERSHIP IN ASSOCIATION See third Amendment

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation known as Shellpoint Subdivision Homeowners Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the ownership, maintenance and establishment of rules for use of the lakes, common areas, open areas and entrance signage, and the preservation of values in the subdivision in accordance with this Declaration. The Developer, for each lot owned by him within Shellpoint Subdivision, hereby covenants, and each owner of a Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all terms, conditions and provisions of this Declaration and the By-laws applicable to Shellpoint Subdivision Homeowners Association, Inc.

Every Lot Owner is required to be and remain a member of Shellpoint Subdivision Homeowners Association, Inc. Said Association shall be an eleemosynary corporation chartered with the Secretary of State of the State of South Carolina whose primary function shall be the collection of compulsory annual Assessments, or other Assessments, as set forth in this Declaration and/or the By-laws, as a vehicle to assure that Shellpoint Subdivision shall be maintained in an attractive, sightly condition and to provide for such other benefits as defined by this Declaration and the By-laws of the Association. An initial Assessment of \$200.00 per Lot shall be due to the Association at the time of closing the purchase of a Lot from the Developer, as well as the pro-rated amount of the annual Assessment of \$200.00 per Lot for the year of closing (to be pro-rated on a daily basis). [The annual Assessment may be increased or decreased by the Association upon a proper vote for same in accordance with its By-laws.] Thereafter, the annual Assessment shall be paid not later than January 31 for any calender year on each Lot owned by anyone other than the Developer. The Developer shall not be required to pay any initial, annual or special Assessments on Lots owned by it.

The bylaws of the Association attached hereto as Exhibit B shall be provided to each Lot Owner upon request. The Association shall be governed by these By-laws which may be changed from time to time In the

event of conflict between the Bylaws of the Association and this Declaration, this Declaration shall control. Each Lot shall have one (1) vote, regardless of the number of Owners, and the Developer shall have one hundred (100) votes for each Lot that it owns.

2. DEFINITIONS

“Assessment” shall mean and refer to an Owner’s share of the common expense, or other charges or costs, which may be assessed against a Lot (as defined below) periodically or from time to time as warranted, and in the manner set forth herein. Any Assessment shall be a lien against the applicable Lot and may be enforced by the Association with or without the filing of same upon the public records.

“Association” shall mean the Shellpoint Subdivision HomeOwners Association, Inc.

“Lot” shall mean any residential building Lot as shown on the plat of Forsberg Engineering & Surveying, Inc. described in Exhibit “A” and shall include any dwelling thereon when the context requires such construction.

“Owner” shall mean and refer to the record Owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee unless or until such Mortgagee has acquired title pursuant to foreclosure proceedings or in lieu of foreclosure, nor shall the term “Owner” mean or refer to any Lessee or Tenant of any Owner.

“Open Area (s)” also referred to as “Common Property” shall mean the real and personal property now or hereafter owned or leased by the Association and otherwise held for the common use and benefit of the Owners. The Association shall promulgate all rules and regulations for its property.

“Declaration” means the within Declaration of Covenants, Conditions and Restrictions for Shellpoint Subdivision and/or any Supplementary or Amended Declaration of Covenants, Conditions and Restrictions for Shellpoint Subdivision applicable to the properties referred to herein and recorded in the RMC Office for Charleston County, South Carolina.

“Developer” means ADDCO, LLC, a South Carolina limited liability company, or its successors or assigns, and any person or entity who succeeds to the title or rights of Developer for the purpose of developing Lots in Shellpoint Subdivision.

“Plat” means final plat for Shellpoint Subdivision as more particularly described in Exhibit “A”, which is incorporated herein by reference.

4. RESIDENTIAL USE OF PROPERTY/BUILDING SETBACKS

All Lots shall be used and improved according to the ordinance by which this property has been zoned by the Town of Mt. Pleasant. The Building setbacks for the Lots shall be as set forth in the aforementioned plat described in Exhibit “A” hereto.

5. SWIMMING POOLS, WALLS AND FENCES

Swimming pools shall not be located nearer than ten feet to any Lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two feet above the established grade of the Lot. Fences, boundary walls and hedges shall not exceed eight feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the Developer or Association or their assigns as to appearance, materials, size and location prior to construction.

6. SUBDIVISION OF LOTS

BOOK 418 PG 794

No Lot shall be combined with any other Lot, or split, divided, or subdivided for sale, re-sale, gifts, transfer or otherwise without the prior written consent of the Developer or Association or their assigns, and the proper approval by the Town of Mt. Pleasant.

7. ARCHITECTURAL CONTROL

See 2nd ammendment 439

No construction, reconstruction, remodeling, alteration, or addition to the exterior of any structures, building, fence, wall, drive, or improvements of any nature shall be commenced without first obtaining the written approval of the Developer or Association or their assigns as to the appearance, location, plans and specifications of said improvements. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, a complete set of the building plans and specifications must be submitted to the Developer or Association or their assigns in such form and include such content as specified by the reviewer. An architectural review fee of \$150.00 shall be payable to the Developer or Association (or their assigns) in order to obtain architectural review and approval for the initial improvements and landscaping to a Lot. An additional fee may be required, in the sole discretion of the Developer or Association, in the event that multiple submissions and reviews are required. The Developer or Association shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans, and in any event must be completed within 12 months of commencement of same; landscaping must be completed within 90 days after receipt of a certificate of occupancy for the home. The Developer, Association or Lot Owners, shall be entitled to stop construction in violation of these covenants.

The following architectural guidelines have been developed for the initial improvements and landscaping in Shellpoint Subdivision. The listing of specific requirements herein shall in no way limit the right and authority of the Developer or Association to develop additional requirements for improvements and/or landscaping, or to waive or grant variances (in writing) from same, as deemed to be consistent (in their sole discretion) with the overall theme of the architecture for Shellpoint Subdivision which should reflect the styles that are indigenous to the "South" during the 18<sup>th</sup>, 19<sup>th</sup> and early 20<sup>th</sup> centuries.

- a. Homes shall be 2000 square foot minimum of heated and cooled space on lake front Lots, and 1800 square foot minimum of heated and cooled space on interior Lots.
- b. No modular homes shall be permitted without written approval of the Developer or Association.
- c. Exterior facades permitted shall include brick, stucco and horizontal wood and approved cementous fiberboard. No vinyl shall be permitted. Use of brick on the front façade only is not permitted.
- d. Roofing materials permitted shall include architectural grade asphalt, fiberglass shingles, slate, synthetic slate, standing seam metal and prefinish 5 V-crimp. The roof pitch shall not be less than 8/12 on the main roof unless otherwise approved in writing.
- e. Foundation walls permitted shall include stucco, tabby shell, and brick. No slab on grade construction shall be permitted without approval in writing.
- f. Landscaping shall include a minimum of 50 shrub plants and/or trees planted within the Lot boundaries. All grassed areas must use St. Augustine, zoysia or centipede grasses. No trees shall be removed without approval in writing from the Developer or Association, and the proper governmental authorities.
- g. Garages must be enclosed (no open carports). Attached garages shall not be the dominant feature. Garage doors shall be set back from the façade of the home.
- h. No window heating or air conditioning units shall be permitted.
- i. Interior ceiling heights shall be a minimum of 9 feet on the first floor.
- j. Porches shall be a minimum of 8 feet deep, with exception of porticos at secondary entrances.
- k. Windows shall be SDL, or true divided lights.



All repairs and renovations subsequent to the construction of the initial improvements shall be done in a manner that maintains the appearance and specifications of the home as required above, and shall be approved in writing by the Developer or Association as set forth above.

#### 8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES

No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used, either temporarily or permanently as a residence, provided that this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction for construction related purposes. Further a portable or temporary building or trailer may be used as a field office by a contractor during actual construction in Shellpoint Subdivision.

#### 9. SIGN BOARDS

No signs or sign boards shall be displayed except "For Sale", which signs shall not exceed 2 X 3 feet in size. No more than one such sign shall be displayed on any one Lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet above the established grade however, for the purpose of providing an identity to Shellpoint Subdivision and to allow for signage for the purpose of marketing to the public said Lots in Shellpoint Subdivision, the Developer may permit the placement of larger signs. The Association or Developer may erect a larger entrance sign for the Subdivision with approval of the Town of Mt. Pleasant.

#### 10. ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. There shall not be located on any Lot any type of free standing antenna. No television reception satellite or other type dish antenna shall be allowed on any structure or Lot without written approval of the Developer or Association or their assigns.

#### 11. AIR AND WATER POLLUTION NOT PERMITTED

No use of any Lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway or lake or drainage ditch. No waste or any substances or materials of any kind shall be discharged into the lake, within Shellpoint Subdivision or adjacent thereto. No person shall dump any garbage, trash or yard waste (i.e., leaves and grass, etc.) or other refuse into any of the waters.

#### 12. ANIMALS SECURED AND CONTROLLED

No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any Lot, with the exception that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities, and do not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and 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 and control by its Owner. Each person bringing or keeping a pet upon any lands described on the plat of Shellpoint Subdivision shall be absolutely liable to each and all other Owners, their family members, guests, invites, lessees, renters and contract purchasers, and their respective family members, guests or invites for any damage to persons or property caused by such pet.

13. PROHIBITION OF COMMERCIAL USE

No trade or business of any kind or character nor the practice of any profession where clientele or associates would visit the business or profession shall be permitted upon any Lot. No garage sale shall be allowed in Shellpoint Subdivision without the prior written approval of the Association.

14. MINOR AGRICULTURAL PURSUITS

Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits may not include the raising of crops intended for marketing or sale to others. Additionally, no garden for sole consumption, may exceed four hundred (400) square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the rear corners of any house on any Lot; Owners shall conceal them from view from the street in the front of the home and from view of neighboring Lots, roads, streets, water front, common areas or other open areas.

15. CHANGING ELEVATIONS, FILLING OF LAKE AND WELLS

No elevation changes shall be permitted which materially affects the surface grade or drainage of a Lot or of surrounding Lots. No Lot shall be increased in size by filling in the water it abuts. No individual water supply system shall be permitted except those for landscape irrigation, swimming pools or other non-domestic use.

16. EASEMENTS

In addition to those easements of record and those shown on the said plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designers, successors and assigns, along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear or back property line of each Lot, and along, over, under and upon a strip of land five (5) feet in width, and contiguous with the side Lot lines. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from, or for each Lot. In addition, for lake front Lots, these areas may be utilized to provide maintenance to the lake shoreline area. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or maintenance of easement area, or which may change the direction or flow of drainage channels in such easements. The easement area of such Lot and all improvement in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible, or when the Developer or Association desires to perform additional maintenance. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any Lot lines when, in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines.

Notwithstanding anything to the contrary in this section, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and conditions of use of the easement on each Lot. Such agreement, shall upon execution, be filed with the RMC Office of Charleston County and shall without the necessity of further actions, constitute an amendment of these covenants by the Developer and become a part of these covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

17. MAINTENANCE REQUIRED BY OWNER OF LAWNS, SHRUBS AND EXTERNAL CARE OF BUILDINGS

Each Owner shall keep all Lots owned by him, and any improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good aesthetic quality, safety

and good property management in the sole discretion of the Developer or Association. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding four (4") inches on a Lot at any time. Lots having no improvements shall remain in a natural state, except that Lots which are not wooded, in the sole discretion of the Association, shall have the grass, weeds, and/or underbrush thereon mowed or cleared periodically to assure a neat and well-maintained appearance. The Developer or Association shall have the right to notify any Owner of the need, in their sole discretion, to mow or clear his Lot, and if said Owner shall fail to do so within 10 days from receipt of said notification, then the Developer or Association shall have the right to mow or clear said Lot and the Owner shall be responsible for payment of same. The costs for said mowing or clearing shall be added to and become a part of the assessment for such Lot and its Owner, to which they are subject, and shall become a lien against such Lot. If the Developer or Association has to enter a Lot for mowing or clearing as contemplated under this paragraph, such entry upon same shall not constitute a trespass.

#### 18. USE OF MODEL HOMES BY BUILDERS

Builders, may use their Lot or Lots for the purpose of building thereon a model home or model homes and/or sales information centers, which may be exhibited to the public and to which the Builder shall be entitled to invite the public to inspect Lot(s), the said model home, or homes. The Builders who buy Lots may disseminate sales information to the public on Shellpoint Subdivision. Such activities shall not be construed as a violation of the residential provisions of these covenants

#### 19. OUTSIDE DRYING

No clothing, other household fabrics or similar materials shall be hung in the open on any Lot.

#### 20. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE

No noxious or offensive activity shall be carried on or upon any Lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereon. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance.

#### 21. PARKING RESTRICTIONS, USE OF GARAGE See 4<sup>th</sup> ammendment

No motor vehicles shall be parked or left on any street or on any property shown on the plat of Shellpoint Subdivision, other than on a driveway or within a garage, except for temporary parking during severe high tide water or flooding or when occasional guest parking is required if the driveway does not accommodate.

#### 22. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET See 2<sup>nd</sup> ammendment

No boat, trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, school bus, truck (other than personal vans or pickups of three-quarter ton capacity or less) or any type of commercial vehicle shall be parked on any street, or on any Lot (enclosed garages excepted) or on any other property within Shellpoint Subdivision unless such area has been specifically designated for such purpose by the Developer. All such vehicles parked on individual Lots shall be parked within the confines of a garage. Further, the Developer shall have no obligation to so designate any area for such purposes. This clause shall also be construed to prohibit a permanent or temporary standing or parking of a trailer, boat or a trailer house, recreational vehicle or motor home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Developer for the purpose of storage. The Developer shall have no obligation to furnish any designated area for such storage.



23. VIOLATION

See Third Amendment

BK M 418PG798

If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for the Developer, the Association or an individual Lot Owner to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing and to recover damages or other dues for such violation. The party enforcing the covenants shall be entitled to recover attorney fees, court costs and out of pocket expenses if he/she/they or it prevails. In addition to the rights and remedies herein above enumerated, and not by way of limitation, if the Developer or Association determines that any provision of these covenants has been violated, it may, at its discretion, seek appropriate relief at law or in equity to assure that the purposes of these covenants are fulfilled. The Developer or Association also may give five (5) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these covenants and the action required to be taken by the Owner to remedy such violation or breach. If at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, then the Developer or Association can enforce these covenants by entering upon a Lot to abate or remove any violation, and such entry shall not be deemed a trespass. The costs of abatement or removal shall be added to and become a part of the assessment for such Lot and its Owner, to which they are subject, and shall become a lien against such Lot. Failure to enforce any one or more of these covenants shall not be deemed a waiver of the right to do so thereafter. Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which shall remain in full force and effect.

24. AESTHETICS, NATURE, GROWTH, SCREENING, UTILITY SERVICE

Equipment, air conditioning units, woodpiles, etc. shall be screened to conceal them from view from the street in the front of the home and from view of neighboring Lots, roads, streets, water front, common areas or other open areas. All residential utility service and lines to residences shall be underground. The plans for all screens, walls and enclosures must be approved in writing by the Association or its assigns pursuant to the rules for Architectural Control herein. No fuel tanks shall be allowed in Shellpoint Subdivision, except small portable propane gas tanks for the use of outside grill cooking or gas fireplace.

25. UNSIGHTLY MATERIALS

No litter or other material of an unsightly nature, not natural to a well kept and sightly neighborhood, will be retained or allowed to remain on any of the said Lots. If such litter or other materials is found on any of the said Lots, the same will be removed by the Lot Owner, at the Lot Owner's expense, upon written request of the Developer or Association. Upon failure of the said Lot Owner to remove such litter or other material within five (5) days after written notice has been given, the Developer or the Association shall have the right to remove said litter or other material, and the expenses of such removal shall become an Assessment and be paid by the said Lot Owner.

26. STREET LIGHTS, CARRIAGE LAMPS & EXTERIOR LIGHTING

A monthly fee, as prescribed and approved by the South Carolina Public Service Commission, will be added to the electric bill of each Lot Owner for street lighting, if any. The Developer shall have no obligation to install such street lighting, however the Association may elect to do so at a later time if not done by the Developer.

27. DISPOSITION OF TRASH AND OTHER DEBRIS

Trash, garbage or other waste shall be kept only in sanitary, covered containers. No Owner shall permit or cause any trash, materials or refuse to be kept on any portion of a Lot. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the street in front of the home and from adjacent or surrounding properties. Garbage cans, receptacles, yard debris, etc. may not be positioned in any visible location nor at the designated pick-up curb location until the day of pick-up, and all cans and receptacles

shall be removed from the street by nightfall of the same day. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials temporarily stored during the course of construction for a period not to exceed six months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view in a manner approved by the Developer or Association. During the course of construction, sites are to be kept free of unsightly accumulation of trash, rubbish and scrap materials which shall not be allowed to blow in the wind. Trailers and construction shacks are to be kept in a neat and orderly manner. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any Lot.

#### 28. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No Basketball goals, volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the rear building line of any Lot; further, no such net, goal or other assembly should be allowed to remain in this area overnight. Only portable style basketball goals may be allowed in that area and must be removed and stored from any view when not in use.

#### 29. CORNER LOTS

On all corner Lots, the front line of any corner Lot shall be construed as the shorter of the two property lines along the intersecting two streets. Buildings must be situated on a Lot with specific approval by the Developer or Association or their assigns as to precise location and any necessary boundary planting required. Exceptions must be approved by the Developer or Association, in writing, prior to any construction which deviates from this requirement.

#### 30. ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling be constructed with a minimum of Two Thousand (2000) square feet of total heated and cooled enclosed dwelling area for a lake front Lot, and Eighteen Hundred (1800) square feet for an interior Lot. Window heating or air-conditioning units are not permitted and will not be allowed to remain on any dwelling. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios, and like area. If the finished room over the garage is used in calculating the minimum square footage or if one and one-half story dwellings are used, all measurements will be taken in areas with a minimum ceiling height of six feet.

#### 31. COMPLETION OF CONSTRUCTION

All homes and other structures must be completed within twelve (12) months after the date of commencement of construction unless otherwise extended, in writing, by the Developer or Association where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity. This does not preclude a builder of speculative homes from leaving floors, walls, or counter tops unfinished until sold. All landscaping must be completed within ninety (90) days after receipt of the certificate of occupancy for the home.

#### 32. OBSTRUCTION TO VIEW AT INTERSECTION AND DELIVERY RECEPTACLES; MAILBOXES

The lower branches of trees or other vegetation in sight line approaches to any street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers or similar delivered materials shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved in writing prior to construction by the Developer or Association or their assigns. It shall be required that all mailboxes, mailbox posts, etc. be of uniform shape, size, height, color and design. A mailbox fee shall be assessed against each Lot at



the time of closing in the amount of One Hundred and Fifty Dollars (\$150.00), payable to the Developer, and a request for installation shall be made to the Developer or Association at the appropriate time. This "Mailbox Fee" may be increased as warranted due to costs, in the sole discretion of the Developer or Association. No Owner may plant or allow to remain on the street right-of-way between the front street line and the Owners Lot line any vegetation which impedes normal view and progress in the street right-of-way and/or any vegetation which in any way overhangs any portion of the street.

### 33. LANDSCAPE RESTRICTIONS

No tree having a diameter of six (6") inches or more (measured from a point two feet above the ground level) shall be removed from any Lot without the express written authorization of the Developer. The Developer shall further have the authority to require any Owner removing a tree in violation of this clause to replace such tree with one of comparable size and of the same variety at his cost. In the event that an Owner fails to replace such tree, the Developer or Association may do so and charge the cost of same to the Lot as an assessment which shall be deemed a lien on said Lot.

### 34. LAKES

The lakes are private and for the exclusive use of the Owners of Lots in Shellpoint Subdivision and their guests, and the owners of contiguous property (or properties). All guests wishing to fish must be accompanied by the Lot Owner or a member of the Lot Owner's family. No docks, gazebos or other structures shall be permitted on the lake or within 20 feet of the lake shoreline. The construction, design and placement of any such structures, in areas where allowed, shall be approved in writing by the Developer or Association prior to constructing same. No boats in excess of 15 feet shall be permitted on the lake at any time. Further, only manual, sail or electric powered boats shall be permitted. The Association shall have the right to establish additional or alternative rules for use of the lakes once the lakes have been deeded to it by the Developer.

### 35. MOTORCYCLES, DIRT BIKES, TERRAIN VEHICLES, MOPEDS, BICYCLES AND GOLF CARTS

No all terrain vehicles, regardless of whether or not the same shall have three, four, six or more wheels or "dirt bikes" shall operate on any of the Lots, common areas or streets within Shellpoint Subdivision. Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. Electric or gasoline golf carts may be used within the subdivision so long as they are operated according to applicable laws. Gasoline powered go-carts and skateboards are prohibited. No motorcycle may operate within the subdivision unless the same be fully street licensed including, but not limited to, muffler, brakes, lights, license plates, insurance, registration and/or other requirements of the State of South Carolina. Complaints by two or more Lot Owners as to engine noise of any motorcycle will also require a review and opinion from the Developer or Association as to the ability of such motorcycle to further operate within the subdivision.

### 36. DEVELOPMENT

Lot Owners, by purchasing said Lot, acknowledge that Shellpoint Subdivision is being developed in two phases, and that there may be traffic, noise and other minor nuisances present until such time as the developer completes the construction of improvements. The Developer may construct and convey to the Association an entrance way, or two entrance ways, into the subdivision, as well as other planned improvements as shown on the final plat. The Developer will only have the obligation to maintain said improvements until such time as the common areas are turned over to the Association, who will thereafter be responsible for same. The Owners of any Lot hereby acknowledge and agree that neither the developer nor the Association shall have any liability for failure to properly construct or maintain the entrance way(s) or other improvements, and agree for themselves, their immediate family and invitees that they will not bring any action or suit against the Developer or Association to recover damages resulting from the construction or maintenance of same.

The Developer hereby covenants that it will, on or before the sale of at least 90% of the Lots owned by Developer, convey all common areas to the Association.

**37. VACATION OR TIME SHARING PROHIBITED**

No dwelling on any Lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

**37. DURATION AND AMENDMENT**

These covenants shall bind all persons claiming any interest in the land shown on Exhibit A hereto, and shall run with the land for a period of thirty (30) years from the date of recording (as from time to time amended or supplemented as set forth below), after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the majority of Owners of Lots has been recorded terminating or modifying the covenants. These Restrictions may be amended or supplemented at any time by written instrument, signed by a majority of the Owners. There shall be one vote per Lot, with multiple Owners of a single Lot having one vote among them, and the Developer shall have one hundred votes for each Lot it owns. Upon proper execution, the instrument shall be filed in the RMC Office for Charleston County.

majority present and voting

Section 7. Consents Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by a majority of all members

Section 8. Initial Meeting The initial meeting of the Association shall be held upon call by the Developer as soon as the Developer deems practicable and convenient but no later than January 31, 2003. The following matters, and such other business as the Developer may deem appropriate, shall be taken up at the initial meeting:

1. Adoption of a fiscal year.
2. Approval of a budget for the fiscal year.
3. Determination of the Annual Assessments and the date upon which it is due and payable.
4. Determination of the date of the first and subsequent annual meeting.
5. The appointment of the initial, three-person Board of Directors in accordance with Article IV of these By-laws.

Section 9. Annual Meetings The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Members may be transacted at an annual meeting

Section 10. Special Meetings Special Meetings of the Association shall be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 11. Notice of Meetings Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Member not fewer than five nor more than twenty days in advance of the meeting; provided, however, that notice may also be given as described in Section 5 of this Article. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within five days following the meeting, in which case the action objected to shall be void.

Section 12. Waiver of Notice Waiver of notice of a meeting of the Association shall be deemed to be equivalent to proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 13. Place of Meeting All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 14. Adjournment Any meeting of the Association may be adjourned from time to time for a



period not exceeding forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session may be transacted at the reconvened session and no additional source of adjourned sessions shall be required.

**Section 15. Order of Business.** The order of business at all meeting of the Association shall be as follows:

1. Roll call
2. Proof of proper notice of the meeting or waiver of notice
3. Reading of the minutes of the preceding meeting
4. Report of the Board of Directors
5. Report of Officers
6. Reports of Committees
7. Election of Directors (when required)
8. Unfinished business
9. New Business

**Section 16. Minutes of Meeting.** The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time at the Member's expense.

### ARTICLE III

#### ASSOCIATION PURPOSES AND POWERS

**Section 1. Purpose.** The Association has been organized to provide a vehicle to assure, through assessments, or at its option through other means as set forth in the Declaration, that the Property known as "SHELLPOINT SUBDIVISION" shall be maintained in an attractive, sightly condition and to provide certain other benefits for its Members as set forth in the Declaration. Specific obligations of the Association are to collect assessments for the maintenance of the lakcs (including the fish population therein and weed control) the regulation of fishing and other water activities as well as upkeep of other common properties of the Association.

**Section 2. Additions of Properties and Membership.** Additions to the Properties shown on the Plat may be made as provided in the Declaration. Such additions, when properly made under the applicable Declaration, shall extend the jurisdiction, functions, duties and membership of the corporation to such properties

PK P 43326550

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

FIRST SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
APPLICABLE TO SHELLPOINT  
SUBDIVISION  
[Phase 1]  
and 2

THIS First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions applicable to Shellpoint Subdivision ("First Supplemental Declaration") is entered into effective the 30th day of December, 2002, by ADDCO, LLC, a South Carolina limited liability company (hereinafter called "Developer")

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Shellpoint Subdivision" dated July 31, 2002, and recorded September 16, 2002, in the R.M.C. Office for Charleston County in Book M 418, at Page 792, made certain properties in Charleston County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 37 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration to bring within the plan and operation of the Declaration additional property, said amendment or supplementation to be approved by a majority of votes of said Owners and/or the Developer; and

WHEREAS, Developer holds a majority of said votes and desires to add to the plan and operation of the Declaration notice of an additional easement over a common area and the property known as Phase 1 of Shellpoint Subdivision and described in Exhibit "A" (the "Property")

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare as follows:

- I Definitions The words used in this First Supplemental Declaration, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration.
- II Easement for Access to Adjoining Property Owner. Pursuant to Town of Mt Pleasant planning requirements, the Developer or Homeowners Association for Shellpoint Subdivision (whichever shall own the Common Areas at the time) shall be required to provide a non-exclusive perpetual access easement to the adjoining property owner (currently The Beach Company), its successors and/or assigns, over the area described as "Common Area" on the northwest corner of Phase 1 adjacent to, and on the northwest side of, Appling Drive. This easement is to provide access to the adjoining property, or other commonly owned property adjacent thereto, from the proposed Bowman Road entrance of Shellpoint Subdivision. Said easement's location and width to be determined in accordance with right-of-way access requirements, and as reasonably commercially necessary to service said adjoining property (ies)

8/13/03

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

SECOND SUPPLEMENTAL  
DECLARATION OF  
COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
APPLICABLE TO SHELLPOINT  
SUBDIVISION

THIS Second Supplemental Declaration of Covenants, Conditions, Easements and Restrictions applicable to Shellpoint Subdivision ("Second Supplemental Declaration") is entered into effective the 16th day of June, 2003, by ADDCO, LLC, a South Carolina limited liability company (hereinafter called "Developer")

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Shellpoint Subdivision" dated July 31, 2002, and recorded September 16, 2002, in the R.M.C. Office for Charleston County in Book M 418, at Page 792 (the "Declaration"), made certain properties in Charleston County, South Carolina subject to the aforesaid Declaration; and

WHEREAS, the Developer, by "First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Shellpoint Subdivision" dated December 30, 2002, and recorded January 21, 2003, in the R.M.C. Office for Charleston County in Book P 433, at Page 550 (the "First Supplemental Declaration"), made certain additional properties in Charleston County, South Carolina subject to the aforesaid Declaration; and

WHEREAS, paragraph 37 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, said amendment or supplementation to be approved by a majority of votes of said Owners and/or the Developer; and

WHEREAS, Developer holds a majority of said votes and desires to amend the Declaration to increase the architectural review fee.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare as follows:

- I. Definitions. The words used in this First Supplemental Declaration, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration.
- II. Architectural Control. An architectural review fee of \$300.00 shall be payable to the Developer or Association (or their assigns) in order to obtain architectural review and approval for the initial improvements and landscaping to a Lot. Said fee shall apply only to all Lots currently owned by the Developer which are not yet under contract for purchase as set forth in Exhibit "B" attached hereto.
- III. Boats and Boat Trailers. Boats (on a trailer) and boat trailers may be stored on a Lot so long as they are kept in the rear yard and so long as they are concealed from the view of the street and other Lot Owners by a privacy fence and/or other approved enclosure. No boat may be stored on any Lot unless it is on a trailer.



STATE OF SOUTH CAROLINA) THIRD SUPPLEMENTAL DECLARATION OF  
COUNTY OF CHARLESTON ) COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS APPLICABLE TO SHELLPOINT  
SUBDIVISION

THIS Third Supplemental Declaration of Covenants, Conditions, Easements and Restrictions applicable to Shellpoint Subdivision ("Third Supplemental Declaration") is entered into effective the 27<sup>th</sup> day of March, 2008, by ADDCO, LLC, a South Carolina limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Shellpoint Subdivision" dated July 31, 2002, and recorded in the R.M.C. Office for Charleston County in Book M418, at Page 792, as supplemented in Book P433, at Page 550 and H462, at Page 452, made certain properties in Charleston County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 37 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration subject to approval of a majority of votes of said Owners and/or the Developer; and

WHEREAS, Developer holds a majority of said votes and desires to amend and supplement the Declaration.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare that the Declaration is amended by the following:

**1. SHELLPOINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
AND MEMBERSHIP IN ASSOCIATION.**

An initial Assessment of \$500.00 per Lot shall be due from the purchaser to the Association at the time of closing the purchase of a Lot from the Developer, or any subsequent owner, as well as the pro-rated amount of the annual Assessment of \$300.00 per Lot for the year of closing (to be pro-rated on a daily basis). An assessment not paid within fifteen days following the date when due shall bear a penalty of Fifty ( \$50.00) Dollars plus an additional Twenty Five Dollars (\$25.00) per month thereafter from the date when due. The penalty shall be added to and collected in the same manner as the assessment.

**7. ARCHITECTURAL CONTROL**

In addition to the architectural review fee, the Association shall require a construction deposit of \$1500.00 to be held in escrow by the Association until construction is completed in accordance with the plans, specifications and other materials submitted previously and approved. Any fines assessed the Owner, and any damages incurred by the Association or subdivision property, shall be deducted from the construction deposit. Upon completion by the issuance of a certificate of occupancy, and at the Owner's request, the Association shall conduct an inspection to insure said completion. The cost of each inspection shall be \$150, and shall be

deducted from the construction deposit, if available, or otherwise paid by the Owner prior to the inspection. This inspection shall not be for any purpose other than for the Association to determine compliance with the Declaration, and may not be relied upon by any other person or entity for any purpose. Once completion is confirmed, any remaining monies from the construction deposit shall be refunded to the Owner.

1. Driveways shall be constructed of asphalt, concrete or other hardscape approved by the Developer or Association.

### 23. VIOLATION.

a. In addition to the foregoing in this Paragraph 23, the Association will notify members regarding violations of the Declarations of Covenants which the member needs to address. Should a member fail to address the violation, or again violate the Declarations of Covenants in any similar fashion, a secondary notification will be issued. Such secondary notifications of violations will include a defined remedy period of 7 to 14 days for general items, and as much as 30 days or more for structural items. The remedy period will be determined by the Association and in its sole discretion. Any such notifications, primary or secondary, may be sent through regular, first-class mail or posted to the door of the Member. To remedy a violation, the physical remedy necessary to bring the violation within compliance with the Declarations of Covenants, in the sole discretion of the Association, must be completed within the remedy period. Additionally, the fine as stated within the notification, must be paid in full to the Association at an address as stated in the notification within the remedy period. (The Association may assess a fine of \$50.00 per violation with an additional daily fine of \$5.00 per day for each day the violation remains unresolved beyond the remedy period.) Should the violation remain unresolved after the date stated therein, by either the failure to undertake the physical remedy and/or to fully pay the fine, the fine will increase by a daily fee until such time as the matter is fully remedied by both physical resolution and payment in full being remitted to the Association. Any amount due by issuance of a violation fine will be treated in all manners as any other debt to the Association for which collections, liens, and or legal proceedings can be initiated in order to secure payment in full. These amounts may be increased by a majority vote of the Board.

Any Owner with an outstanding violation or fine is not considered to be in good standing with the Association for purposes of voting rights, and may not vote until said violation and/or fine is remedied.

To the extent this amendment conflicts with the provisions of the Declaration, this Amendment shall control.

Except as herein provided, the Declaration shall remain in full force and effect, without modification, the said Declaration, as amended hereby, being the complete text of said instrument as of the date hereof.

[Signature page to follow.]





taking same to some other location for use or storage during the time period of Mondays at 9:00 p.m. until Thursdays at 9:00 pm. No such vehicle shall be openly stored in any area other than that designated by the Developer for the purpose of storage. The Developer shall have no obligation to furnish any designated area for such storage.

Section III of the Second Supplemental Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Shellpoint Subdivision remains in effect and should be read along with the above amendment and supplementation. To the extent this amendment conflicts with the provisions of the Declaration or previous supplements or amendments to the Declaration, this Amendment shall control.

Except as herein provided, the Declaration shall remain in full force and effect, without modification, the said Declaration, as amended hereby, being the complete text of said instrument as of the date hereof.

[Signature page to follow]