

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise), shall have meanings set forth below. Other definitions may appear throughout this instrument, and shall have the meanings more particularly set forth therein.

(a) "Access Road" shall mean that certain private "loop" dirt road of varying widths between 15 feet and 20 feet as located and shown on the Plat within the Greenway leading to and from Bohicket Road into the Property and designated on the Plat as "Joint Use Driveway Easement."

(b) "Buffer Line" shall mean that certain buffer line running in a general northeast-southwest direction shown on the Plat approximately 371.94 feet from Bohicket Road at its northeast terminus, and 453.95 feet from Bohicket Road at its southwest terminus.

(c) "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions for Nelson's Trace Subdivision.

(d) "Critical Line" shall mean and refer to the line established by the Office of Ocean and Coastal Resource Management designated "SCDHEC OCRM Critical Line" on the Plat, being the line of demarcation between the Lots and the critical areas of the marshes of Bohicket Creek.

(e) "Declaration" or "Declaration of Covenants" shall mean and refer to this Declaration and any supplements and amendments thereto hereinafter recorded in the R.M.C. Office.

(f) "Declarant" shall mean and refer to George C. Bell and Warren F. Lasch.

(g) "Enclosed Dwelling Area" shall mean and refer to the total enclosed, climate-controlled living areas within a dwelling and any accessory building on a Lot. Such term does not include the areas within any of garages, terraces, open decks, screened and/or unenclosed porches, carports, breezeways, balconies, patios, courtyards, greenhouses, atriums, attics or other like areas.

(h) "Fund" shall mean and refer to the maintenance fund established in Article V of this Declaration.

(i) "Greenway" shall mean that portion of the Property consisting of the easternmost portion of Lot 2-A, Lot 2-B and Lot 2-C shown on the Plat lying between the western right-of-way of Bohicket Road to the east and the Buffer Line to the west.

(j) "Lot 2-A" shall mean and refer to the 4.72 acre, southernmost tract shown on the Plat.

(k) "Lot 2-B" shall mean and refer to the 4.72 acre tract adjoining Lot 2-A to the north, and being the center of the three tracts shown on the Plat.

(l) "Lot 2-C" shall mean and refer the 4.72 acre tract adjoining Lot 2-B to the north, and being the northernmost of the three (3) tracts shown on the Plat.

(m) "Lot" shall mean any one of the Lots 2-A, 2-B, or 2-C as the context may require together with any and all improvements located therein or thereon.

(n) "Lot Owner" and "Owner" shall mean and refer to the record owner (whether one or more persons, firms, associations, corporations, partnerships, trusts, trustees, or other legal entities) of the fee simple title to any Lot; notwithstanding any applicable theory of a mortgage, such terms shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding or instrument in lieu of foreclosure; nor shall the term "Lot Owner" mean or refer to any lessee or tenant of a Lot Owner. When reference is made herein to Owner(s)' voting rights, all Owners of one Lot, when more than one Owner holds record title, shall have, collectively, but one vote per Lot.

(o) "Plat" shall mean and refer to the plat of Nelson's Trace Subdivision prepared by E. M. Seabrook, Jr., surveyors, entitled "PLAT OF A SUBDIVISION OF EXISTING TRACTS 2-A AND 2-B CONTAINING 14.17 ACRES OWNED BY WARREN F. LASCH AND GEORGE C. BELL INTO NEW TRACTS 2-A, 2-B AND 2-C," dated January 5, 1998, and recorded in Plat Book EC at pg. 345, in the R.M.C. Office.

(p) "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated herein by reference which is hereby subjected to this Declaration.

(q) "R.M.C. Office" shall mean and refer to the Office of the Register of Mesne Conveyances for Charleston County, South Carolina.

ARTICLE II

THE PROPERTY

Section 2.01. The Property. The real property which is and shall be held, transferred, sold, conveyed, leased, mortgaged, given, donated, used, and occupied subject to the Declaration of Covenants is known generally as "Nelson's Trace Subdivision," consisting of three tracts totaling approximately 14.17 acres, located in the County of Charleston, State of South Carolina, as is more particularly shown and delineated on the Plat. Due to the private, exclusive, and unique nature of the Nelson's Trace Subdivision, no additional properties may be subjected to the terms and provisions of this Declaration.

ARTICLE III

**COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL PROPERTIES IN NELSON'S TRACE SUBDIVISION**

The Declarant has established the within Declaration of Covenants in order to create an exclusive, private, residential community which is unique in design, environmentally sensitive, aesthetically appealing, tranquil, functional, and convenient.

Section 3.01. Miscellaneous Covenants, Conditions, Restrictions and General Dwelling Specifications.

- (a) The Lots shall be used exclusively for single-family residential purposes.
- (b) Each Lot has been carefully planned and configured, and accordingly, no more than one (1) detached single-family dwelling (which may be segmented into two or more sections) and one (1) accessory building, which may include a private garage and/or guest cottage, shall be erected thereon; provided, however, an outbuilding or an outbuilding in the form of a garage may be used in part for purposes of a guest cottage. No form of combined business and residential use shall be made of any such outbuilding. Any outbuilding shall be erected between the main dwelling and the Buffer Line, and the exterior finish thereof shall be similar to the exterior finish of the main dwelling.
- (c) Guest suites may be included as part of the main dwelling or accessory building provided that such suites may not be rented or leased separately from the main dwelling.
- (d) No building shall be erected on any Lot within the Greenway. Additionally:
 - i. All buildings and surface improvements shall be located on any Lot not less than One Hundred Fifty (150') feet from the Critical Line.
 - ii. No building or other surface improvements shall be located on Lot 2-A nearer than Twenty-five (25') feet from its southern boundary line or nearer than Fifty (50') feet from its northern boundary line.
 - iii. No building or other surface improvements shall be located on Lot 2-B nearer than Fifty (50') feet from its southern boundary line or nearer than Fifty (50') feet from its northern boundary line.
 - iv. No building or other surface improvements shall be located on Lot 2-C nearer than Fifty (50') feet from its southern boundary line or nearer than Twenty-Five (25') feet from its northern boundary line.
 - v. Underground utility lines may be installed without observing setback lines.
 - vi. The Owners, their successors and assigns, by unanimity, reserve the right to vary any of the aforesaid setback lines of any Lot.

- (e) No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or except that horses, dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Disturbing noises which are out of the ordinary, such as loud car engines, sounding horns, etc., will be considered as a nuisance and in violation of these restrictive covenants.
- (f) No stagnant water, refuse, stale garbage or other unsanitary condition conducive to the breeding of mosquitos, flies or other such organisms that may be otherwise prejudicial to the public health, shall be maintained or permitted.
- (g) Prior to construction on any Lot, the Owners shall keep their property in good condition, free from debris, and mowed, if necessary. During construction, Owners agree to keep their property as free from construction debris as possible. At no time will any unsightly vehicles be left unattended on any of the Lots, and any "abandoned" cars shall be immediately subject to removal from the Lot. At all times, Owners shall keep all of their property in good condition, well maintained and groomed.
- (h) Upon the completion of construction of improvements on any Lot, each Owner, at the sole expense of such Owner, shall be responsible for maintaining such improvements in comparable or better appearance and condition as at the time of initial completion of construction thereof, normal wear and tear between routine maintenance and repair being excepted.
- (i) No dwelling shall be permitted on any Lot consisting of less than Two Thousand Five Hundred (2500) square feet of Enclosed Dwelling Area.
- (j) Each Owner, for himself and his heirs, Personal Representatives, and successors in title to any Lot agrees that the installation of power lines and other utility lines shall be only by underground installation.
- (k) No discharging of firearms shall be permitted on any portion of the Property.
- (l) No all-terrain vehicles (sometimes known as "ATV" vehicles) shall be allowed on the Property.
- (m) No "cyclone" or "hurricane" or other type industrial fencing shall be allowed on the Property, with the exception of the southern boundary of Lot 2-A and the northern boundary of Lot 2-C.

ARTICLE IV

SUBDIVISION, RE-PLATTING, AND LOT SPECIFICATIONS

Section 4.01. Subdivision, Re-Platting, and Lot Specifications.

- (a) None of the said Lots shall be subdivided or its boundary lines changed from the location shown on the Plat nor shall application for same be made to the County of Charleston, South Carolina.
- (b) No portion of any Lot, less than the whole, may be sold, mortgaged or conveyed.
- (c) Each Owner acknowledges and agrees that the conveyance of each Lot shall be subject to an access easement over the Access Road portion of each Lot by foot and by vehicle for ingress, egress, and regress to and from Bohicket Road and the Property. Declarant acknowledges and agrees to convey with each Lot a non-exclusive ingress, egress, and regress easement over, upon and across the Access Road in favor of such Lot conveyed.

ARTICLE V

ACCESS, MAINTENANCE, AND INDEMNITY

Section 5.01 Road Maintenance, Road Fund and Road Easement

- (a) Maintenance of the existing Access Road shall be accomplished by the creation of a road maintenance fund. The Owners of the three (3) Lots shall contribute annually to the Fund for the maintenance of the Access Road and the Greenway, to consist of grading, bushhogging, landscaping and mowing. The Owners also agree that the Fund shall be used additionally for the maintenance of signage and fencing partly encompassing the Property. The annual fee will be determined in accordance with the costs of maintenance. There will be an account opened with a financial institution in the name of "Nelson's Trace Road Maintenance Fund." Declarant will be in charge of the Fund as long as Declarant retains an interest in any Lot. Should neither Declarant own an interest in any Lot, the Owners of the Lots shall select a replacement manager for the Fund. The manager of the Fund will be responsible for collecting fees, managing the Fund, soliciting bids for road maintenance, and enforcement of violations regarding the road maintenance. The Owners acknowledge that Charleston County shall not be responsible for the maintenance of the Access Road or the Greenway.

- (b) All Owners agree and acknowledge to hold harmless and indemnify Charleston County for any liability or responsibility arising from the construction and use of the Access Road by Owners, visitors or any member of the public-at-large.
- (c) Each Owner shall be granted a non-exclusive easement by Declarant over any portion of the Access Road necessary or convenient for access from the Lot being acquired from Declarant and Bohicket Road. No other vehicular access other than utilizing the Access Road shall be permitted for such access to and from any Lot and Bohicket Road.
- (d) Declarant agrees to erect and have maintained a subdivision sign at the entrance of the roadway as well as signage indicating the Access Road will be privately maintained.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. General Provisions

- (a) The Covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective heirs, personal representatives, successors, successors-in-title and assigns, for a period of thirty (30) years from the date of recordation of this Declaration in the R.M.C. Office. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for additional successive ten (10) year periods, unless otherwise agreed in writing by the then Owners of the Lots.
- (b) Declarant specifically reserves for itself and its heirs and assigns, the exclusive right and privilege to amend this Declaration at any time to correct typographical, clerical, or scrivener's errors, by written instrument duly recorded in the R.M.C. Office, with or without the prior consent or approval of either any Owner or mortgagee holding a lien on any Lot. In addition, for a period of one year herefrom, so long as Declarant retains an interest in any Lot, Declarant shall further have the right and privilege to amend this Declaration in other respects with the written consent or approval of the Owners of the other Lots, but without the written consent of the respective mortgagees. Any amendment made pursuant to this Section shall be effective only upon the date of recordation of such instrument in the R.M.C. Office or such other later date as may be specified in such amendment; and each Owner, by the acceptance and recordation of a deed of conveyance to a Lot, agrees for himself, his heirs, personal representatives, and successors in title, to be bound by such amendments as are permitted under this Section.

- (c) In addition to the Declarant's rights to amend set forth above, this Declaration may be amended at any time by an instrument signed by the Owners of all the Lots. Such amendment prior to its execution shall first be subject to reasonable notice and voting. The agreement of the required Owners to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of any Lot Owner attached to or incorporated in the amendment executed by the Owners, stating that the agreement of the required parties was lawfully obtained in accordance with this Declaration. Where a Lot is owned by multiple owners, such Owners collectively shall have but one vote. In the event Owners of a Lot fail to determine the manner in which their vote is to be cast, such vote shall nevertheless be counted and considered as an affirmative vote for the measure. In addition, when such a vote is considered as affirmative for the measure and (i) is the "deciding" vote necessary to carry the measure, and (ii) all Owners of each Lot casting an affirmative vote are required to execute an instrument in connection with the passage of the measure (such as in the case of an Amendment in accordance with the Covenants), and (iii) one or more of the Owners of such Lot failing to determine the manner in which their vote is to be cast refuses to execute such required instrument, any Lot Owner may attach a sworn affidavit to such instrument reciting the circumstances of the vote including a statement that the Owners of such Lot received reasonable notice of the vote on the measure, failed to determine the manner in which their vote should be cast, and as a consequence their vote was considered as affirmative in the voting on the measure in accordance herewith; and thereupon the validity and enforceability of such instrument shall not be affected or be subject to question by reason of the lack of the execution thereof by any one or more of the Owners of such Lot.
- (d) Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or by any Owner to enforce in whole or in part any covenant or restriction herein contained, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter. This Declaration shall be governed by, construed, and is enforceable under the laws of the State of South Carolina.
- (e) Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase, or term of this Declaration be declared or rendered void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto or the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

- (f) All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.
- (g) The language in all of the parts of this Declaration shall be construed as a whole according to its fair meaning, and not strictly for or against either Declarant or the Owners. By the acceptance and the recordation of a deed of conveyance to any Owner in the R.M.C. Office, such Owner acknowledges that such Owner and/or his counsel have reviewed this Declaration, and that any rule of construction to the effect of ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Declaration or any amendments thereto.
- (h) Notice is hereby given of the restriction that any portion of the real property which may be submerged land or other critical areas, are subject to the jurisdiction of the Office of Ocean and Coastal Resource Management (OCRM) including, but not limited to, the requirements that any activity or use must be authorized by the OCRM. Any Owner is liable to the extent of his ownership for any damages or responsibilities concerning any submerged land, coastal waters, or any other critical areas.

In witness whereof, the undersigned have hereunto set their Hands and Seals this 12th day of January, 1999.

Signed, Sealed and Delivered
In the Presence of:

Tricia Hage

Evelyn Blasing

Tricia Hage

Evelyn Blasing

George C. Bell
George C. Bell

Warren F. Lasch
Warren F. Lasch

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by George C. Bell and Warren F. Lasch, by Thomas G. Buist, their attorney-in-fact, this 12th day of January, 1999.

Elizabeth A. DeLoach (SEAL)
Notary Public for South Carolina
My commission expires: 7-12-08

Exhibit "A"**Property Description**

All that certain piece, parcel or tract of land situate, lying and being in Johns Island, Charleston County, South Carolina, known generally as "*Nelson's Trace Subdivision*", containing 14.17 acres, more or less, containing 3 tracts and shown on a Plat by E. M. Seabrook, Jr., Inc. entitled "*PLAT OF A SUBDIVISION OF EXISTING TRACTS 2-A AND 2-B CONTAINING 14.17 ACRES OWNED BY WARREN F. LASCH AND GEORGE C. BELL INTO NEW TRACTS 2-A, 2-B AND 2-C*" dated January 5, 1998, and recorded in Plat Book EC at page 345, in the R.M.C. Office for Charleston County, South Carolina, said Property having such location, butts and bounds, metes, courses and distances as will by reference to said Plat more fully appear.

