

DECLARATION OF RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made by Kenneth L. Smoak, hereinafter called "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of the real property shown on a plat by W. Mason Lindsey, Jr., R.L.S., entitled "Plat Showing the Subdivision of a 119.4 Acre Tract Known As a Parcel 'C' of Archfield Plantation into Lot 1, Lot 2, Lot 3, and Lot 4, and also Showing a Residual Map, Located in St. Paul's Parish, the Town of Meggett, Charleston County, South Carolina", dated December 22, 1992, and recorded January 11, 1993, in Plat Book CL, Page 7, in the RMC Office for Charleston County, South Carolina.

WHEREAS, Owner desires to provide for the preservation of the values and amenities of the Property known as Archfield Plantation and to assure the best use and most appropriate development and improvement of the Property and to create covenants and restrictions for the overall benefit of the entire development;

WHEREAS, to this end, Owner desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the Property and each Owner thereof; and

NOW THEREFORE, in consideration of said benefits to be derived by Owner and subsequent owners of said Lots, the undersigned does hereby establish, publish and declare that the covenants and restrictions hereinafter set forth, becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

ARTICLE I

DEFINITIONS

1. "Lot" means any numbered plot of land for each Lot comprising a single dwelling site designated on any plat or survey recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, now or hereafter made subject to this Declaration.
2. "Lot Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot as per recorded plat which is a part of the Property, specifically excluding, however, those persons who shall have any interest merely as security for the performance of any obligation.
3. "Person" means an individual, corporation, partnership,

trust, or any other legal entity.

4. "Owner" means the undersigned, or any successor-in-title to the said Archfield Plantation to all or some portion of the property then subject to this Declaration.

5. "Declaration" means this Declaration of Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Archfield Plantation" as used herein means only that portion of a certain residential community known as Archfield Plantation which is being developed on real property now owned by Owner in Charleston County, South Carolina, together with such additions hereto as may from time to time be designated by Owner.

7. "Mortgage" means chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

8. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the property.

ARTICLE II

RESTRICTIONS AND COVENANTS

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

9. Residential Use of Property. All lots shall be used for single family residences only and no business or business activity shall be carried on or upon any Lot at any time; provided, however, that nothing herein shall prevent Owner or any builder of homes in Archfield Plantation from using any Lot owned by Owner or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Archfield Plantation.

10. Building Construction. No permanent single-story dwelling erected on any Lot shall have less than fifteen hundred (1500) square feet of heated floor area, and no one and one-half (1&1/2) story or two (2) story permanent dwelling shall have less than eighteen hundred (1800) square feet of heated floor area. A small accessory building, may be allowed as long as it does not unreasonably obstruct any views to and from other properties, and the exterior design and construction is comparable with that of the main dwelling. The building of apartment units, condominiums or other multi-family dwellings is specifically prohibited on the Property.

11. Use of Outbuildings and Similar Structures. No shack, tent, trailer, trailer home, recreational vehicle, mobile home, motor home, camper, or habitable vehicle of any kind, or other outbuildings shall at any time be used as a permanent residence. Notwithstanding the above, Lot Owners shall have the right to place a habitable vehicle upon their property and to live therein for a period not to exceed eighteen (18) months while construction proceeds on their permanent dwelling.

Furthermore, this shall not exclude occasional use of not more than one habitable vehicle on the property for recreational purposes before a permanent dwelling is constructed, as long as no permanent address is established and said vehicle is not an "eyesore" as determined by a majority of the Lot Owners.

12. Livestock. No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Fences and enclosures for such animals shall be aesthetically pleasing and be kept well-maintained. Such animals and pets must not constitute a nuisance or cause unsanitary conditions as the term is commonly construed in the courts of law and equity of South Carolina.

13. 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 any annoyance, nuisance, embarrassment, or discomfort to the other Lot Owners in Archfield Plantation.

14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

15. Sewage System. Sewage disposal shall be the type approved by appropriate County and/or State agencies.

16. Water System. Water shall be supplied from individual wells until such time as a municipal system is available.

17. Aesthetics. All clothes lines, equipment, garbage cans, and wood piles shall be kept screened as best as possible by adequate planting or fencing so as to conceal them from view of neighboring houses and streets.

18. Road Maintenance and Assessment. Maintenance of the road servicing all property, which road is known as Archfield Avenue, shall be the responsibility of the Lot Owners and cost (if any) shall be shared equally by each Lot Owner on a pro rata basis. The amount assessed for cost of maintaining the road shall be

determined by a majority vote of Lot Owners, and said majority shall have the right to collect from all Lot Owners their proportionate share by whatever legal means are necessary for this assessment.

Further, each Lot Owner shall be liable for any damage to Archfield Avenue caused by contractors and/or subcontractors while construction is ongoing on their lot.

19. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner or Lot Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Register of Mesne Conveyances Office for Charleston County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Lot Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part.

20. Amendment. This Declaration may be amended at any time and from time to time by the Owner or by an agreement signed by a majority of the Lot Owners during the initial 30 year period of this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agree that this Declaration may be amended as provided in this Section. Further, Owner shall have the authority to amend these restrictions at any time to comply with the requirements of any governmental body.

21. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Owner, or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

28. This instrument shall be applicable to Archfield Plantation as shown on that plat by W. Mason Lindsey, Jr., R.L.S., dated December 22, 1992, and recorded in the RMC Office for

Charleston County, South Carolina in Plat Book CJ, Page 7.

IN WITNESS WHEREOF, the Owner, Kenneth L. Smoak, has caused these presents to be executed on the 2nd day of February, 1993.

WITNESSES:

Lilly Odell Nealy

Kenneth L. Smoak
KENNETH L. SMOAK

Shirley B. Brockington

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED BEFORE ME the undersigned witness, and made oath that he saw the within-named Kenneth L. Smoak sign, seal and deliver the within-written Declaration of Restrictions and Easements, and that he, with the other witness above subscribed, witness the execution thereof.

Lilly Odell Nealy

SWORN TO BEFORE ME this 2nd day of February, 1993.

Shirley B. Brockington
Notary Public in and for the
State of South Carolina

My Commission Expires: 1/20/94

1998

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION OF
) RESTRICTIONS AND EASEMENTS FOR
 COUNTY OF CHARLESTON) ARCHFIELD PLANTATION

WHEREAS, KENNETH L. SMOAK impressed certain restrictions on the subdivision known as Archfield Plantation as shown on a plat made by W. Mason Lindsay, Jr., R.L.S., dated December 22, 1992, and recorded in the R.M.C. Office for Charleston County in Plat Book CL, page 7; said Declaration of Restrictions and Easements having been recorded February 2, 1993, in the R.M.C. Office aforesaid in Book H223, Page 176; and

WHEREAS, an Amendment to Declaration of Restrictions for Archfield Plantation was recorded September 22, 1995, in the R.M.C. Office aforesaid in Book D260, Page 650 which provided for the maricultural activity of shrimp farming; and

WHEREAS, pursuant to Paragraph 20 of the aforesaid ~~Restrictions, said Restrictions may be amended at any time by the~~ Owner or by agreement signed by a majority of the Lot Owners; and

WHEREAS, the below listed LOT OWNERS, being a majority, wish to amend the Restrictions and Easements as follows:

1. To disallow the maricultural activity of shrimp farming on those undeveloped lots located on the northeast or left side of Archfield Avenue, said lots being Lots 11, 12, and 13; and
2. To allow existing Lot Owners to subdivide their currently owned lot into lots of not less than one (1) acre each, provided however, that any future lot owner wishing to subdivide their lot shall be required to have a minimum lot size of not less than two (2) acres per lot; and

3. To amend Paragraph 10 to require that any future permanent residence shall have not less than eighteen hundred (1800') square feet of heated floor area; and

4. To amend Paragraph 11 so that future lot owners may not install any shack, tent, trailer, trailer home, recreational vehicle, mobile home, motor home, camper, or habitable vehicle of any kind or temporary shelter of any nature on their lot during construction of any structure on said property; and

5. To establish assessments for road maintenance. Each lot is currently assessed the sum of \$350 per year for maintenance of Archfield Avenue, which annual payment is due and payable no later than May 15th of each year. In the event the annual assessment is not paid in full by the due date, a penalty of ten (10%) per month shall accrue on the unpaid balance. The annual assessment may be increased or decreased as the Lot Owners determine on an annual basis; and

6. To establish lot voting rights. Each lot is allowed one vote for any issue arising pertaining to Archfield Plantation. If the annual assessment is not paid in a timely manner, said lot shall lose its right to vote at the annual meeting of the Lot Owners which shall be held the first week of May of each year.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Lot Owners agree to modify the Restrictions and Easements for Archfield Plantation in the particulars as stated above. The remaining Restrictions set forth in the Declaration of Restrictions and Easements and Amendment to Declaration of Restrictions for Archfield Plantation shall remain in full force and effect.

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATIONS OF
 COUNTY OF CHARLESTON) RESTRICTIONS AND EASEMENTS
 FOR ARCHFIELD PLANTATION

WHEREAS, KENNETH L. SMOAK impressed certain restrictions on the subdivision known as Archfield Plantation as is shown on a plat made by W. Mason Lindsey, Jr., R.L.S., dated December 22, 1992, and recorded in the RMC Office for Charleston County in plat Book CL at page 7; said Declaration of Restrictions and Easements ("Restrictions") having been recorded February 2, 1993, in the RMC Office for Charleston County in Book H223 at page 176; and

WHEREAS, Article II, Section 16 of said Restrictions provides that water shall be supplied from individual wells until such time as a water and sewer system is available. The Lot Owners would now like to make said water and sewer service available to all of the individual lots within Archfield Plantation; and

WHEREAS, pursuant to Article II, Section 20 of the aforesaid Restrictions, said Restrictions may be amended at any time by the Owner or by an agreement signed by a majority of the Lot Owners; and

WHEREAS, the below listed Lot Owners, being a majority, wish to amend the Declaration of Restrictions and Easements as follows:

Installation of the water and sewer system servicing all property shall be the responsibility of the participating Property Owners and the cost shall be shared equally by each participating Property Owner on a pro rata basis. For example, if it costs \$323,128.60 to install the water and sewer system, and there are 29 taps to be serviced by the water and sewer system, each property owner shall be responsible for paying a pro rata share, for examples, for a single tap, \$11,142.37, or 1/29 of the cost of the system, or for two taps, \$22,284.74, or 2/29 of the cost of the

system. Should any property owner of the subdivision known as Archfield Plantation desire an additional tap, the property owner desiring the new tap shall then pay his pro rata share of the cost of the installation of the water and sewer system. The property owner seeking the additional tap shall pay his pro rata share directly to the Archfield Plantation Homeowners Association, which will in turn reimburse those property owners who have previously paid their pro rata share, on an equal basis. For example, upon a property owner seeking an additional tap, the total number of taps would increase from 29 to 30. The property owner seeking the new tap would then divide the cost of installation (\$323,128.60) by the new number of taps - now 30. The new pro rata share - based on 30 lot owners - is \$10,770.95. The property owner seeking the new tap will pay that amount to the Archfield Plantation Homeowners Association, and in turn the Archfield Plantation Homeowners Association will distribute that amount, pro rata, to the property owners previously participating in the installation of the water and sewer system. For instance, a property owner who had previously participated by paying the cost of a single tap would be reimbursed in the amount of \$371.41; a property owner who had previously participated by paying the cost of two taps would be reimbursed \$742.82;

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a majority of the Property Owners, agree to modify the Declaration of Restrictions and Easements for Archfield Plantation as follows:

1. The undersigned shall contract for the installation of the water system and notify the other Property Owners of their pro rata share which will be calculated as provided above. If any Lot Owner fails to pay when demanded, the majority shall have the right to collect from all Property Owners their proportionate share by whatever legal means are necessary for this assessment.

2. Reimbursement by property owners seeking additional taps, as set forth in Item 1 above, is to be with interest. The interest rate shall be 8% per annum. Any property owner(s) seeking an additional tap after the date of the contract entered with the general contractor for the installation of the water and sewer project shall pay one year's interest, up to the one year anniversary of the date of that contract. Beginning the following day and for the remainder of that year, the interest will be for two years, 16%, and this process will continue, *i.e.*, an additional 8% will be added for each additional year. For instance, a property owner seeking an additional tap during the year after the signing of the contract with the general contractor for the water and sewer service will pay \$861.68 in interest, which will be paid to the Archfield Plantation Homeowners Association, and in turn the Archfield Plantation Homeowners Association will distribute that amount, pro rata, to the property owners previously participating in the installation of the water and sewer system, as above.

3. In the event a Property Owner subdivides his lot, he shall be responsible at closing to collect from the new Lot Owner his proportionate share of the cost of the water system which will be calculated and paid to the other lot owners as above provided.

4. Except as provided above, the remaining Restrictions set forth in the Declaration of Restrictions and Easements for Archfield Plantation, as amended, shall remain in full force and effect.

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATIONS OF
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WHEREAS, KENNETH L. SMOAK impressed certain restrictions on the subdivision known as Archfield Plantation as is shown on a plat made by W. Mason Lindsey, Jr., R.L.S., dated December 22, 1992, and recorded in the RMC Office for Charleston County in plat Book CL at page 7; said Declaration of Restrictions and Easements ("Restrictions") having been recorded February 2, 1993, in the RMC Office for Charleston County in Book H223 at page 176; and

WHEREAS, an Amendment to Declaration of Restrictions for Archfield Plantation was recorded September 24, 1998, in the R.M.C. office aforesaid in Book M311, Page 892,

WHEREAS, an Amendment to Declaration of Restrictions for Archfield Plantation was recorded February 6, 2001, in the R.M.C. office aforesaid in Book N363, Page 179,

WHEREAS, installation of the water and sewer system servicing all property, as anticipated in the Amendment to Declaration of Restrictions for Archfield Plantation recorded February 6, 2001, has been completed. Total construction costs were One Hundred Eighty-four Thousand Three Hundred One and 87/100 (\$184,301.87) Dollars, which figure includes engineering fees, contractor's fees, and miscellaneous expenses, but does not include any of the twenty-seven tap fees paid in advance.

WHEREAS, the schedule of persons contributing to construction charges is as follows:

Name	Address	No. of Taps
Phillip W. Smoak	4614 Archfield Avenue Meggett, SC 29449	5
James B. Larisey, Jr. and Carrol Larisey	2 Franklin Street Charleston, SC 29401	1
Wendell N. and Cheryl S. Helmey	4581 Archfield Avenue Meggett, SC 29449	9
Joseph S. and Shiresse B. Brockington	1 Brighton Road Charleston, SC 29407	6
Scott and Karen Butler	3321 Foxfire Lane, N.W. Orangeburg, SC 29118	2
James F. Pederson, Jr.	6387 Simmons Bluff Road Yonges Island, SC 29449	2
John Getsinger	716 Old Plantation Road Charleston, SC 29412	1
Ron Gibson	3655 Rivers Avenue, Unit 13 N. Charleston, SC 29405	1

WHEREAS, the below listed lot owners, being a majority, wish to amend the declarations, easements and restrictions as follows:

1. In place of the calculation technique set out in the Amendment to Declarations of Restrictions and Easements for Archfield Plantation recorded February 6, 2001, which is deemed to be overly complicated and difficult to calculate, a set amount of Eight Thousand One Hundred and no/100 (\$8,100.00) Dollars is the amount which any property owner seeking a tap, other than the twenty-seven listed above, shall pay to reimburse those property owners listed above for the construction cost. Consistent with the Amendment to Declarations of Restrictions and Easements for Archfield Plantation recorded February 6, 2001, the \$8,100.00 will be paid to the Archfield Plantation Homeowners Association, and in turn the Archfield Plantation Homeowners

Association will distribute the \$8,100.00, pro rata, to the property owners previously participating in the installation of the water and sewer system. For instance, a property owner who had previously participated by paying the cost of a single tap would be reimbursed in the amount of Three Hundred and No/100 (\$300.00) Dollars; a property owner who had previously participated by paying the cost of two taps would be reimbursed Six Hundred and No/100 (\$600.00) Dollars, and so forth. There is to be no interest assessed, because interest is already included in the \$8,100.00. Thus, Item 2 of the Amendment to Declarations of Restrictions and Easement for Archfield Plantation recorded February 6, 2001, is deleted.

2. The reimbursement described in Part 1 above will go to the property owner who originally paid a pro rata share toward of the construction costs, as listed above, rather than subsequent purchasers of the property, unless the parties to the sale of the particular property have agreed otherwise in writing.

3. Voting rights are revised; each owner, as defined in Article I, section 4, of the Restrictions recorded February 2, 1993, is allowed one vote for any issue arising pertaining to Archfield Plantation.

4. Except as provided above, the remaining restrictions set for in the Declarations of Restrictions and Easements for Archfield Plantation, as amended, shall remain in full force and effect.