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GENERAL RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO ALL PROPERTY IN CANTERBURY WOODS SUBDIVISION

WHEREAS, Canterbury Development Associates, Ltd. a limited Partnership duly organized and existing under the laws of the State of North Carolina (the "Developer") is the owner of certain lands located near route in Charleston County, South Carolina:

WHEREAS, the Developer wishes to declare certain restrictive covenants affecting certain lands owned by Developer known as Canterbury Woods Subdivision:

NOW, THEREFORE, the Company does hereby declare that the Covenants contained herein shall be covenants running with the land and shall apply to the land described below. The Developer reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

ARTICLE I
DEFINITIONS

The following words 'or terms when used in this Declaration or any Supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Developer" shall mean Canterbury Development Associates, Ltd., and its successors and assigns.
- (b) "Associations" shall mean and refer to Canterbury Woods Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (c) "Property" Shall mean and refer to the lands in Charleston County, South Carolina, which are shown as Canterbury Woods.
- (d) "Residential Lot" or "Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(e) "Of Record" shall mean recorded in the Office of the Register of Mesne Conveyances of Charleston County, South Carolina.

ARTICLE II

GENERAL PROVISIONS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of it has been the creation of a community, which is harmonious to the woods, marsh, and the natural aesthetics of the land. The establishment of, objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. The standards listed will be flexible under circumstances that utilize the natural aesthetics of the land to its best use. In order to implement the purposes of these covenants, the Developer shall establish and amend from time to time objective standards and guidelines, which shall be in addition to these covenants.

1. Approval of House Plans by Developer

No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Canterbury Woods until the proposed building, plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and landscape plan shall have been approved, in writing by the Developer, its successors or assigns. The, Developer upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developer shall seem sufficient, may base refusal of approval of plans, location or specification. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Developer. One (1) copy of all plans and related data shall be furnished the Developer for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Developer of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. Approval of Site Plan by Developer

In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Canterbury Woods for reasons which may In the sole and uncontrolled discretion and judgment of the Developer seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Developer shall automatically approve such location for a residence or group of residential units.

3. Property Owner's Committee

At such time as Developer divests itself of all lots in Canterbury Woods, or not later than 'January 1, 1992, whichever comes Sooner, Developer shall provide for a committee consisting of not less than three nor more than seven members to be elected by a majority of those, excluding the Developer, then owning lots within the Plat. Such committee shall exercise authority to approve the site and location of

each structure on each lot, exterior finish, plans for construction, reconstruction, remodeling, alterations or additions; time for completion of construction as below; the removal of nature growth and flora and plans for screens, walls and enclosures; and the modification or termination of easements; or unsightly materials. Vacancies shall be filled as they occur by vote of the majority of those, excluding the Developer, then owning lots.

4. Residential Use of Property

All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.

5. Setbacks and Building Lines

A. Single Family

1. Setbacks (including garages and carports)

a. Front yards: 30' Minimum setback from road Right of way

b. Side yards: 8' minimum set back with a 20' aggregate

c. Rear yards: 20' minimum setback. See Item 3 for additional requirements on marsh lots

d. Corner lot setbacks: 30' minimum on both right of way frontages

2. Accessory structure setbacks (not including garages and carports)

a. Front yard: 30' minimum setback from road right of way

b. Side yard: 5' minimum setback

c. Rear yard: 5' minimum setback

1. Additional Rear Yard Setbacks for Marsh Lots fronting Church Creek Marsh shall have a rear yard buffer setback in addition to the rear yard setbacks indicated in A. (1-c) and A. (2-c). This rear yard buffer shall be 20'. No structure (buildings, fences, etc.) shall be allowed in this buffer. Applicable lots are 11, 12 Block B and 4,5,6,7,8,14,15,16,17,18,19 of Block E as identified on a Canterbury Woods plat plan prepared by Enwright Associates dated 2/3/84.

4. Lot size is as specified in Charleston County Zoning Ordinance (RS-10).

5. Bulk requirement is as specified in Charleston County Zoning Ordinance (RS-10).

6. Height requirement is as specified in Charleston County Zoning Ordinance (RS-10).

7. Lot width shall be a minimum of 20' at road right of way.

B. Patio Homes

1. Setbacks:

a. Front yard: 25' minimum setback from road right of way

b. Side or interior yards:

i. 2' mandatory setback from zero lot line with no roof drainage allowed on the neighboring property.

ii. 10' minimum setback on non-zero lot line side yard.

c. Rear yard: 15' minimum setback

2. Accessory structure setbacks

a. Garages or Carports

i. Front yard: 13' minimum setback from road right of way

ii. Side yard: 2' minimum setback from zero lot line and 2' minimum setback from non-zero line side yard.

iii. Rear yard: 15' minimum setback

b. Other accessory structures

i. Front yard: no required setback

ii. Side yard: 2' minimum setback from zero lot line and 2' minimum setback from nonzero lot line.

iii. Rear yard: no required setback

3. Additional Rear Yard Setbacks for Marsh Lots, fronting Church Creek Marsh shall have a rear yard buffer setback in addition to the rear yard setbacks indicated in B. (1-c), B. (2-a.iii.) And B. (2.b.iii). This rear yard buffer shall be 25'. No structures (fences, buildings, etc.) shall be allowed in this buffer.

4. Lot size is 4000 square feet minimum.

5. Bulk requirements are a maximum of 50% lot coverage for buildings and accessory structures.

6. Height requirement is 35' maximum height measured from finished grade at the building foundation.

7. Lot width shall be a minimum of 20' at road right of way.

C. Flexibility

The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Developer reserves the right to select the precise site and location, of each structure on each lot and to arrange the same in such manner and for such reasons as Developer shall deem sufficient; provided however, Developer shall make such determination after considering Owner's recommendation as shown on Owner's site plan; and provided, further, in the event Developer fails to notify Owner of Developer's determination within Thirty (30) days after receipt of Owners site plan recommendation, Owner's site plan shall be binding on the Developer.

D. Swimming Pools

Swimming pools shall not be nearer than Ten (10) feet to any lot line (and must be located to the rear of the main dwelling). The building of pools must meet with all local and county laws before the developer can approve construction. All pool plans must be approved by the developer.

E. Walls and Fences

1. Single' Family

a. Fences within the front yards will not be Allowed between the road right of way to the House. Rear yard fences shall be a maximum of 6' in height. The fences shall be made of

natural materials such as wood or brick. No chain link fences will be allowed.

2. Patio Homes

a. Patio walls (wall adjacent to the zero lot line, not the building wall itself) shall be a minimum of 6' and a maximum of 8' in height. This wall shall extend a minimum of 15' from the rear wall of the building. Patio walls shall be set back 'a minimum of 13' from the front Property lines and 2' from the zero lot line.

b. Privacy wall or fence (wall occurring elsewhere and is not identified as the patio wall) shall be a maximum of 6' in height. The front setback shall be a minimum of 13'; the non-zero lot line side yard setback shall be a minimum of 2'; and there is no setback requirement for the rear yard.

c. Both patio walls and privacy walls or fences shall be constructed of natural materials such as brick or wood. They shall not allow visibility into the adjoining property. Chain link fences will not be allowed.

F. Minor Deviations

Any deviations from the setback and building line requirement set forth herein, not in excess of Ten (10) percent thereof, shall not be construed 'to be a violation of said setbacks and building line requirement

G. Lake Character

1. Owners of lots fronting on lakes will not erect or Construct any dock or pier.

2. Any lake maintenance costs will be the responsibility of the Homeowners Association.

3. No boat of any nature shall be placed on the lake.

H. Corner lots

The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

I. Porches and Eaves

For the purpose of determining compliance or noncompliance with the foregoing setback and building line requirement, porches, terraces, stoops, wing walls and steps extending beyond the outside wall of a structure shall be considered as a part of the structure.

1. Exteriors

No structure shall be erected in the said subdivision having an exterior, finish of asbestos, shingles, concrete blocks or Cinder blocks,' unless said blocks are designed 'in a manner acceptable to the Developer.

6. Signs

No Commercial, sign (except "for sale' Signs) shall be erected or maintained on any lot by anyone including but not limited to the owner, a realtor, a contractor or subcontractor, except with the written

permission of the Developer or excepts, may be required by legal Proceedings, it being understood that the Developer will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Developer reserves the right to restrict size color and Content of such signs. Property identification and like signs exceeding a Combined total of more than two (2) square feet may not be erected without the written permission of the Developer.

7.Pets

All pets must be secured by a leash or lead, or under the Control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Developer for the maintenance and Confinement of pets. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon.

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 as a residence, either temporarily or permanently, provided this paragraph shall not be Construed to prevent the use of sheds or other temporary structures during construction.

9.Trailers, Trucks, School Buses, Boat Trailers,

Motorcycles No house trailer, mobile home, habitable motor vehicles of any kind, school buses, trucks (other than "pick-, ups?"), boat trailers, motorcycles or commercial vehicles shall be kept, stored, or parked o ~ on any street or on any lot, except within enclosed garages, or it shall not be visible from the front road right of way.

10.Prohibition of Commercial Use or Nuisance

No trade or: business of any kind nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted, upon any of the lots in Canterbury Woods. No nuisance shall be permitted or maintained upon any of the lots at Canterbury Woods. Minor agricultural Pursuits incidental to residential use of the lots shall be permitted provided that such pursuits may not include the raising of crops intended for sale.

11.Offensive Activity

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of, a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

12.Aesthetics, Nature Growth, Screening, Underground Utilities Service Nature growth and flora shall not be

intentionally destroyed or removed, except with Developer's prior written approval, without which the Developer may require the lot owner, at his cost,' to replace the same. Garbage receptacles, equipment, Coolers, 'woodpiles or storage piles shall be enclosed to conceal them from the view of neighboring lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or concealed from view, as aforesaid. Plans for all screen porches, walls and enclosures must be approved by the Developer prior to construction.

13. Antennae

No television antenna, radio receiver or sender or other similar device shall be attached to or installed, on the exterior portion of any Dwelling Unit or on any Property within Canterbury Woods Subdivision; provided, however that the provisions of this Paragraph shall not apply to Developer and/or the Association for the installation 'of equipment necessary for a master antenna system, C.A.T.V. And mobile radio systems or other similar systems within the Property.

14. Unsightly Materials

No trash, rubbish, debris, junk, stored materials; wrecked or inoperable vehicles or similar unsightly items shall be permitted outside of an enclosed structure. However, the foregoing shall not: be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and' trash removal service units. In the event an owner of a developed lot fails or refuses to keep such property free of weeds, underbrush or other unsightly growth, the Developer may enter upon such property Five (5) days after posting a notice thereon, said notice having requested the owner to observe 'this paragraph. The Developer may upon entry remove all such unsightly items or growths at the owners cost. No such' entry shall be deemed a trespass. Developers notice shall be sufficient, if it states in substance: "You are in violation of Paragraph 14 of the Restrictions in that this property is not free of weeds, underbrush or other unsightly growth. If said violation is not remedied within Five (5) days, the Developer shall do so at Owners expense."

15. Wells

No private water wells for human consumption may be drilled or maintained on any residential lot so long as the Developer, its licensee, agents, successors or assigns, plans a water distribution line within one hundred (100) feet of, such lot.

16. Sewer

Prior to the occupancy of a dwelling unit, proper and suitable provisions shall be made for the disposal of sewage by Connection with the sewer mains of the Developer, its licensee, successor or assigns. No sewage or other waste material shall be emptied or discharged into any creek, marsh, river or waterway. Approval of such system shall be obtained from such authority prior' to the use of' the system.

17. Drainage

No lot may be altered in any manner, which would interfere with the drainage of the subdivision.

18. Changing elevations' No lot owner shall excavate or extract earth for any business purpose from his lot. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

1. Easements

An easement on each lot is hereby reserved by the Developer for itself and its 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 lot line of each lot, and along, over, under and upon a strip of land Three (3) feet in width, parallel and Contiguous with each side lot line, in addition to such other easements as may appear on the said Plat here in above referred to. 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 of the individual subdivision lots. Within these easements no structure planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage, channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. 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 facilitates or utility services. For the duration of these restrictions, no utilities shall be Permitted to occupy or otherwise encroach upon any of the easement' areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from the Developer.

ARTICLE III

PLAN DESIGN

The primary purpose of these covenants and restrictions and the foremost Consideration in the origin of it has been the Creation of a residential community, which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each lot. For this reason such standards are not established hereby.

1. The approval of plans required under paragraph I of Article II will not be given unless the proposed house 'or structure will have' a minimum square footage of enclosed dwelling Space of 1100 square feet of heated area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas.

2. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and One (1) all one-story accessory building which may include a detached private garage provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building, and shall be of the same exterior as the main building.

3. The exterior of all houses and other structures must be Completed within, one (1) year after the construction of same shall have Commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or Permanently occupied until the exterior thereof has been completed.

5. Each lot owner shall provide space for parking one (1) automobile off the street prior to the

occupancy of any dwelling Constructed on said' lot in accordance with reasonable- standards established by the' Developer.

6.No lot shall be subdivided, or its boundary line changed, nor shall application for it be made to Charleston County, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replace any lot or lots owned by it and shown on the plat of any subdivision within Canterbury Woods in order to Create a modified building lot or lots.

ARTICLE IV
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography' and other natural features of all properties within Canterbury Woods, the following environmental controls are hereby Established:

1. In order to protect the natural beauty of the vegetation and topography of the shoreline,' marsh and lagoon edges located throughout Canterbury Woods, written approval of the Developer is hereby required' for the removal, reduction, Cutting down, excavation or alteration of topographic and vegetation Characteristics. ' Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of paragraph 1 of Article II.

2. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Developer. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will' substantially decrease the beauty of the property.

3.In order 'to implement effective insect, reptile and Woods fire control, the Developer and its agencies have the right to enter upon any Property on which a building or structure have not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, Cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of the Developer detracts from the overall beauty, setting and safety for Canterbury Woods. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Developer and its agents may likewise enter upon such property to remove any trash, which has collected. The provisions in this paragraph shall not be construed as an obligation on the part of the Developer to' mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water Pollution control 'on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In addition, the Developer reserves unto itself, it successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Developer is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Developer are necessary or desirable to

Control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

The rights reserved unto the Developer in this paragraph 4 and paragraph 3 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

ARTICLE V
ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE
AND RECREATIONAL AREAS

1. It is the intent of the Developer to maintain and enhance (or to convey subject to open Space restrictions to the Association) certain areas which the Developer designates as "Open Space Areas" or "Recreational Areas" on plats filed for record in the Office of the Register of Mesne Conveyances of Charleston County, South Carolina, by the Developer. It is the further intent and purpose of these restrictions and Covenants to protect, to maintain and enhance the conservation of 'natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open' spaces.

2. An easement in Open Space Areas and Recreational Areas is here by granted to the owners of properties in Canterbury Woods, tenants and their guests which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas and Recreational areas subject to the rules and regulations of the Developer.

3. Land designated as "Open Space Areas" or "Recreational Areas" may be employed in the construction, maintenance, and enjoyment of social, recreational and community buildings or facilities.

4. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement of right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, Cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public Conveniences or utilities in said Open Space Areas and Recreational Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Recreational Areas. Such rights may be exercised by any licensee or assignee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

5. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property or recreational area within Canterbury Woods except that the provisions of this paragraph shall not prohibit the Developer or the Association from

installing equipment necessary for a master antenna system, Community, Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Canterbury Woods.

6. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Recreational Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner Consistent with its classification as open Space.

7. The granting of the easement in Open Space Areas and Recreational Areas in this part in no way grants to the public or to the Owners of any land Outside Canterbury Woods the right to enter such open 'space without the express permission of the Developer

8. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open space and recreational area, in a manner not inconsistent with the provisions of this Declaration.

9. The Developer further reserves the right to convey "Open Space Areas" and "Recreational Areas" to the Association. Such conveyance shall be made subject to the provisions of this Article V. As an appurtenance to such Conveyance the Association shall have all of the powers, immunities and Privileges reserved unto the Developer in this part as 'well as all of the Developers obligation with respect thereto, including the obligation to maintain and enhance as set out in Paragraph 1 of this article. Property conveyed to the association pursuant to the authority of this paragraph 9 shall become "Common Properties" as prescribed by the "Declaration of Covenants and Restrictions of the Canterbury Woods Community Association, Inc.", which are to be recorded in the Office of the register of Mesne Conveyances of Charleston County, South Carolina, Contemporaneously herewith.

10. Where the Developer is permitted by these covenants to Correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

11. It is expressly understood and agreed that the granting of the easements set out in this Article V in no way places a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

ARTICLE VI

SPECIAL RESTRICTIONS AFFECTING ALL

WATERFRONT AND WOODLAND AREAS

1. In Order to preserve the natural appearance and scenic beauty of the Property and to provide a cover for animals which habitually move 'along the marsh edges, there is hereby established a construction and clearing restricted zone on lots fronting on marshlands. That portion of any marshland lot located

within thirty (30) feet of the mean high water mark shall be preserved substantially in its present natural state except for moderate Clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted. For the purpose of this paragraph "Marshland lot" is defined as any lot fronting on the marshland one of the four sides of which is within twenty (20) feet of the mean high tide line. Notwithstanding the foregoing, the Developer hereby reserves the right to exempt lots or portions of lots from said Construction and clearing restrictions in those cases where it in its uncontrolled discretion, determines that such exemption will not materially lessen the natural appearance and scenic beauty of the, property or is necessary to protect the shoreline from erosion.

2. The provisions of Section 1 of this Article VI shall not prohibit the construction of docks and decks over the marsh in compliance with Section 3 of this Article VI.

3. Owners of lots fronting on the navigable water may erect docks (and boathouses where appropriate and in the discretion of the Developer) upon the property located between the outer boundary of their lots and contiguous to same and the low water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Developer in writing.

(b) Written approval of the Developer of such plans and specifications must be secured, the Developer reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons;

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near salt marshlands must be secured. Any alterations of the plans and specifications or of the completed structure must also be submitted to the Developer in reserves the right to exempt lots or portions of lots from said Construction and clearing restrictions in those cases where it, in its uncontrolled discretion, determines that such exemption will not materially lessen the natural appearance and scenic beauty of the, property or is necessary to protect the shoreline from erosion.

2. The provisions of Section 1 of this Article VI shall not prohibit the construction of docks and decks over the marsh in Compliance with Section 3 of this Article VI.

3. Owners of lots fronting on the navigable water may erect docks (and boathouses where appropriate and in the discretion of the Developer) upon the property located between the outer boundary of their lots and contiguous to same and the low water mark upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color or finish must be submitted to the Developer in writing.

(b) Written approval of the Developer of such plans and specifications must be secured, the Developer reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

- Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near salt marshlands must be secured.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Developer in writing and the Developer's approval in writing must be similarly secured prior to constructions. The Developer reserving the rights to disapprove alterations as it retains for disapproving

the original structures.

1. All lot owners who construct or cause to be Constructed said decks, docks and/or boathouses, must maintain said structures in good' repair and keep the same safe, clean and in orderly appearance at all times. Such owners shall paint or otherwise treat with preservatives all wood or metal (exclusive of pilings) located above the high water mark of tidal waters, inland lakes, lagoons and ponds, and shall maintain such paint and preservatives in an attractive manner. The Developer or the Association, shall be the sole judge as to whether the decks docks and/or boathouses are safe, clean and orderly in appearance, and properly painted or preserved in accordance with reasonable standards. When the Developer notifies a particular lot owner in writing that his, deck, dock and/or boathouse fails to meet acceptable standards, said lot owner should remedy such condition within thirty (30) days to the satisfaction of the Developer. In the event such lot' owner fails to remedy such a condition, the Developer may make the necessary repairs or take such actions as will bring the said deck, dock and/or boathouse up to acceptable standards, all such repairs and actions being at the sole expense of the lot owner.
5. Whenever the Developer is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of, any lot owner, or on the easement areas adjacent there to entering the property and taking such action shall not be deemed a trespass.

ARTICLE VII

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION, OF COVENANTS TOGETHER WITH AFTERWORD

1. All Covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not be limited to, the successors and assigns, if any, of the Developer for a period of twenty-five years from the execution of this Declaration after which time, all said Covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then Owners of lots, with multiple owners of any lots being considered as one for purposes of calculating a majority.
2. In the event of a violation or breach of any of the restrictions Contained herein by any lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing the Developer and/or Association shall have the right to proceed at law or inequity to compel a compliance with the terms hereof or to prevent a violation or breach. In addition to the foregoing, the Developer and/or the Association shall have the right, whenever there shall have been built on any lot upon such property where such violation exists and summarily abate or remove the same at' the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been Corrected by the 'owner. Also, in addition to the foregoing, the Developer and/or the Association shall have the right whenever there shall have 'been any violation of these restrictions to enter upon such 'property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days

written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. Any person entitled to file a legal action for 'the violation of these Covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3. The Developer reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future on Canterbury Woods or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with' any limitations to this Declaration of Covenants to applicable only as to subdivisions in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Developer reserves the right to assign to the Association any, of its rights reserved in these covenants including but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements.

2. Should any covenant or restriction herein 'Contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

In witness whereof, Canterbury Deveolpment Associates, Ltd. Has caused these presents to be executed by its duly authorized officers, this ___1st_ day of _August_____, 1984.

Canterbury Development Associates, Ltd.

Donald V. Hyde, General Partner

(N.B. Canterbury Development Associates. Lt.d no longer has controlling interest in CWCA:
10/99)