

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON)

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

Modifications and Amendments to General Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Canterbury Woods Subdivision, made this 30TH day of December 1987, by Canterbury Development Associates, a North Carolina Limited Partnership.

WITNESS ETH:

Canterbury Development Associates, a North Carolina Limited Partnership, the Developer (formerly known as Canterbury Development Associates, Ltd.), is the owner of certain lands in Charleston County, South Carolina, known as Canterbury Woods, located near Route 61; and has recorded General Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Canterbury Woods Subdivision affecting said lands owned by the Developer by instrument dated August 1, 1984, and recorded in the R.M.C. Office for Charleston County in Book B-139, page 692.

Canterbury Development Associates, a North Carolina Limited Partnership, has incorporated a non-profit corporation under the laws of the State of South Carolina known as Canterbury Woods Community Association, Inc.

Canterbury Development Associates, a North Carolina Limited Partnership, now desires to amend the aforesaid general Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Canterbury Woods Subdivision so that the same shall read as hereinafter set forth.

Canterbury Woods Community Association, Inc., joins in the execution hereof to evidence its agreement to the •Modifications and Amendments to the General Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Canterbury Woods Subdivision

NOW THEREFORE, Canterbury Development Associates, a North Carolina Limited Partnership, and Canterbury Woods Community Association, Inc., declare that the instrument recorded in Book B-139, page 692, is hereby amended by the document within and do 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 conveyed or 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, and its successors and assigns.
- (b) Association shall mean and refer to Canterbury Woods Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (c) The "**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 or 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 same has been the creation of a community which is harmonious to the woods, marsh and the natural aesthetics of the land. The establishment of the 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 and Burden of Proof. 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. Refusal of approval of plans, location or specification may be based by the Developer upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Developer. Two (2) copies of all plans and related data shall be furnished the Developer for its records. One (1) copy of all plans and related documents as approved by Developer shall be returned to the property owner or party submitting it for the property owner. In the event approval of such plans is neither granted or denied within thirty (30) days following receipt by Developer of written demand for approval, the provisions of this paragraph shall be thereby waived; provided, however, the burden of proof of the date of receipt by the Developer shall be upon the party so submitting the documents.

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 duly executed by the Developer, the Developer shall automatically approve such location for a residence or group of residential units.

3. Transfer of Rights of Approval

At such time as the Developer divests itself of all lots in Canterbury Woods, unless Developer shall elect to do so sooner, the Board of Directors or Architectural Review Board of the Canterbury Woods Community Association, Inc., shall assume sole responsibility of the Developer's rights of approval as outlined in 1 and 2 above.

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 (2 1/2) stories in height, and any accessory structures customarily incident to the residential use of such lots.

5. Setbacks and Building Lines

A-1. Single Family - 10,000 S.F. Lots (unchanged from current guidelines)

1. Setbacks (including garages and carports)
 - a. Front yards: 30' minimum setback from road Right-of-way.
 - b. Side yards: 8' minimum setback 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.
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 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 February 3rd, 1984.
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 Requirements are as specified in Charleston County zoning Ordinance (RS-10).
7. Lot width shall be a minimum of 20' at road right-of-way.

A-2. Single Family - 8,000 S.F. Lots

1. Setbacks (including garages and carports) are as specified in Charleston County Zoning Ordinance (RS-8).
2. Accessory structure setbacks (not including garages and carports) are as specified in Charleston County zoning Ordinance (RS-8).
3. Lot size is as specified in Charleston County Zoning Ordinance (RS-8).
4. Bulk requirement is as specified in Charleston County Zoning Ordinance (RS-8).
5. Right is as specified in Charleston County Zoning Ordinance (RS-8).
6. 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.
 - d. Corner lot setback: 25' minimum setback from Road right-of-way (front yard) shall apply to Only one (1) frontage.
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 Non-zero line side yard.
 - iii) Rear yard: 15' minimum setback.
3. Additional Rear Yard Setbacks for Marsh Lots
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 requirement is 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 e

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 Owner's site plan recommendation, Owner's site plan shall be binding on the Developer; provided further, the burden of proof of the date of receipt by the Developer shall be upon the party so submitting the documents.

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 construction can be approved By the Developer. The Developer must approve all pool plans.

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. Corner Lots

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

G. Porches and Eaves

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

6. 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.

7. 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 except as 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.

8. 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.

9. 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.

10. Trailers Trucks, School Buses, Boat Trailers, Motorcycles, etc.

No house trailer, mobile home, habitable motor vehicles of any kind, school buses, trucks (other than •pick-ups), boat trailers, boats, motorcycles, travel or utility trailers, or commercial vehicles shall be kept, stored, or parked overnight, either on any street or on any lot, except within enclosed garages, or where it is adequately concealed so that it shall not be visible from any road right-of-way.

11. 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.

12. Offensive Activity

No noxious or offensive activity shall not be carried 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.

13. 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, clotheslines, 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 screens, walls and the Developer prior to construction must approve enclosures.

14. Antennae

No television antenna, radio receiver or sender, dishes (also referred to as satellite dishes) 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.

15. 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 owner have cost. No such entry shall be deemed a trespass. Developer's notice shall be sufficient, if it states in substance: •You are in violation of Paragraph 15 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 Owner's expense

16. 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.

17. 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.

18. Drainage

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

19. 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.

20. Easements

An easement on each lot (except Patio Home Lots hereinafter provided for) is hereby reserved by the Developer for itself and its successors and assigns along¹ 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 hereinabove referred to. On Patio Home Lots an easement is hereby reserved by the Developer for itself and its successors and assigns, along, over, and under 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 two (2') feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said plat hereinabove 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 facilities or utility service lines. 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 same 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 1 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) small 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 same 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 replat 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, its 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 COMMON AREAS, OPEN SPACE
AND RECREATIONAL AREAS

1. It is the intent of the Developer to maintain and enhance (or to convey subject to restrictions to the Association) certain areas which the Developer designates as “Common Areas”, “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 Common Areas, Open Space Areas and Recreational Areas is hereby 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 Common Areas, Open Space Areas and Recreational Areas subject to the rules and regulations of the Developer.

3. Land designated as “Common Areas “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 Common Areas, 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 Common Areas, 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, dishes (also referred to as satellite dishes), radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of common area, 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 Common Areas, 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 common area, open space or recreational area.

7. The granting of the easement in Common Area, 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 common area, open space or recreational area 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 common area, 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 "Common Areas", "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 conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Developer in this part as well as all of the Developer's obligations 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 Area" as prescribed by the "Declaration of Covenants, Conditions, Easements, Restrictions, Charges and Liens for Canterbury Woods and Provisions for the Canterbury Woods Community Association, Inc.", which are recorded in the Office of the Register of Mesne Conveyances of Charleston County, South Carolina, on August 1st, 1984, in Book B-139, at page 721, as amended by Amendment to said Declaration of Covenants recorded simultaneously 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 all lots fronting on marshlands. The 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) Two (2) copies of complete plans and specifications including site, color or finish

must be submitted to the Developer in writing;

(b) Upon approval Developer will return one copy of the complete plans and specifications as approved. 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) The burden of proof of the date of receipt by the Developer shall be upon the party so submitting the document.

(d) 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.

(e) Two (2) copies of any alterations of the plans and specifications of a completed structure must be submitted to the Developer in writing and the Developer's approval in writing must be similarly secured prior to construction of the alterations; the Developer reserves the rights to disapprove alterations as it retains for disapproving the original structures. The copies submitted must show the completed structure as altered, identifying the altered portion or portions thereon.

4. 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 or the Association notifies a particular lot owner in writing that his deck, dock and/or boathouse fails to meet acceptable standards, said lot owner shall 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 or the Association 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 thereto, 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 (25) 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 and/or 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 and/or in equity 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 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 conditions 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 be 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.

5. 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 Development Associates, Lt.d, has caused these presents to be executed by its duly authorized officers, this 30th day of December, 1987.

CANTERBURY DEVELOPMENT ASSOCIATES,
A NORTH CAROLINA LIMITED PARTNERSHIP, formerly
Known as Canterbury Development Associates, Ltd., A North
Carolina Limited Partnership
By: ISC Realty Corporation, A
North Carolina Corporation,

By: Board of Directors of Canterbury Woods Community Association, inc.
Ronald E. Brune, Director
Carl B Watson, Jr. Director
J. Christopher Boone, Director

