

STATE OF SOUTH CAROLINA

RESTATED AND REVISED
RESTRICTIVE COVENANTS AND
EASEMENTS FOR MARSH COVE
SUBDIVISION SECTIONS 1 AND 2

COUNTY OF CHARLESTON

WHEREAS, AVE CONSTRUCTION CO., INC., the developer and W.G. AND ASSOCIATES, INC. and W. C. VARN, for themselves, their successors, heirs and assigns, placed certain residential restrictive covenants, easements, and amendments thereto on Marsh Cove Subdivision which restrictions and amendments are recorded in the RMC Office for Charleston County in Book L122 at Page 317, Book R122 at Page 379, Book L123 at Page 51, Book R123 at Page 310, Book J124 at Page 225, Book L124 at Page 173, Book X124 at Page 345, Book X124 at Page 346, Book B125 at Page 294, Book R125 at Page 154, Book N126 at Page 357, Book X126 at Page 273, Book X126 at Page 274, Book T133 at Page 201, Book Y133 at Page 304, Book O134 at Page 628, Book O134 at Page 624, Book H158 at Page 225 and Book V172 at Page 253; and

WHEREAS, the amendment to said restrictions recorded in Book O134 at Page 628 provides that, "this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners; and

WHEREAS, the undersigned being more than ninety (90%) percent of the lot owners in Marsh Cove Subdivision are desirous of consolidating the restrictions and amendments and modifying the same and rendering the aforementioned restrictions and amendments otherwise null and void;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned for themselves, and all lot owners in Marsh Cove Subdivision, their successors, heirs and assigns, agree that the property described in Exhibit "A" attached hereto being all of the property of Marsh Cove Subdivision is hereby subject to the following restrictions, conditions and covenants (hereinafter referred to collectively as "restrictions") relating to the use and occupancy thereof, which said restrictive covenants are to be construed as covenants running with title to the lots, described in Exhibit "A", and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the acquiring parties or persons.

1) Description of Property Restricted. The property which is made subject to these restrictions is described in Exhibit "A" attached hereto and made a part hereof by Express Reference.

2) Residential Use of the 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 Residential Structures, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.

3) Property Owners Association. There is a Non-Profit Corporation formed, membership which shall be appurtenant to the title of each lot and the purpose of said corporation will be to maintain the common properties.

DEFINITIONS

(a) "Association" shall mean and refer to the Marsh Cove Association, Inc., its successors and assigns.

(b) "Owner" shall mean and refer to the record owner whether one or more persons or entities of a fee simple title to any lot or condominium unit which is a part of the properties.

(c) "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area is owned by the Association and is described and delineated on that certain plat by John Martin Saboe dated April, 1981 and revised June 25, 1982 and recorded in the RMC Office for Charleston County in Plat Book AV at Page 143.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties or any condominium unit, with the exception of the common area.

II

Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge a reasonable fee for use of recreational facilities.

(b) The right of the Association to suspend voting rights and rights to use the recreational facilities by any owner who is delinquent in his assessments.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members.

(d) The right of the Association with assent of 2/3rds of the members to mortgage, pledge, deed and trust or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

III

Delegation of use. Any owner may delegate in accordance with the Associations Bylaws his rights of enjoyments of the common areas and facilities to the members of his family, his tenants, or contract purchaser who resides on the property.

IV

Membership and Voting Rights.

Section i. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section ii. The Association has one class of voting membership:

Class A. Class A members shall be all owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

V

Assessment for Common Expenses.

Section i. Creation of the Lien and Personal Obligation of Assessments. The Lot Owners hereby covenant and agree each owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section ii. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section iii. Determination of Assessment. The Board of Directors shall fix the annual assessment.

Section iv. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. In the event of a bona fide emergency as declared by the Board of Directors of the Homeowners Association a special meeting may be called and held without compliance with the notice of requirements set forth in Section 5 hereof provided a good faith effort to give actual notice of the meeting is made at least 24 hours in advance of the special meeting.

Section v. Notice and Quorum for Any Action Authorized Under Sections iii and iv. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to vote sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2)

of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section vi. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section vii. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of each month. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section viii. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the property. No Owner may waiver or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section ix. Subordination to the Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. Approval of Plans by the Board of Directors of the Association. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path of improvement of any nature nor landscaping shall be commenced without obtaining prior written approval of the Board of Directors of the Homeowners Association as to the location, site plans, elevations, plans and specifications. As a prerequisite to consideration for approval and prior to beginning the contemplated work two complete sets of building plans and specifications, as well as a landscape plat must be submitted to the Board of Directors of the Association. The Board of Directors of the Association shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The Board of Directors of the

Association shall be entitled to stop any construction in violation of these restrictions.

5. Completion of Construction. The exterior of all homes and other structures must be completed within nine (9) months after the date of 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 calamity unless otherwise extended by the Board of Directors.

6. Obstructions to View at Intersections and Delivery Receptacles.

a. The lower branches of trees or other vegetations in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same.

b. No receptacle or any construction or height for receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable minimum building setback line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, of any governmental agency.

7. 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.

8. Livestock. 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 therein. No pets shall be permitted to remain outside of living area of homes so as to cause a nuisance to neighbors.

9. Sign Boards. No sign boards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed two by three feet in size. No more than one sign shall be displayed on one lot at the same time.

10. Aesthetics, Nature Growth, Screening, Underground Utilities Service. Nature growth and flora shall not be intentionally destroyed or removed, except with prior written approval of the Board of Directors of the Homeowners Association, without which the Board of Directors of the Homeowners Association may require the lot owner, at his cost to replace the same. Garbage cans, equipment, coolers, woodpiles, or storage piles shall be walled to conceal them from view of neighboring lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. Plans for all screens, walls and enclosures must be approved by the Board of Directors of the Homeowners Association prior to construction.

11. Antenna. No radio or television transmission towers, antenna or satellite dish shall be erected within the restricted property and only customary receiving antenna which shall never exceed the roof ridge line on any house is allowed.

12. Trailors, Trucks, School Buses, Boat Trailors. No house trailer or mobile home, habitable motor vehicle of any kind, school buses, trucks (other than "pick-ups or 2 axle vans") other commercial vehicles, boat or boat trailer shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages or within storage areas that may be established by the Board of Directors. A Maximum of three (3) passenger cars will be permitted on a permanent basis by any owner.

13. Prohibition of Parking on grass areas. No vehicle of any kind shall be parked on any grass, lawn or green areas.

14. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor the building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any of the land, as shown upon the said plat. No nuisance shall be permitted or maintained upon any of the land, shown on the said plat.

Minor agricultural pursuits incidental to residential use of the land, may be permitted by the Board of Directors provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

15. Unsightly Materials. All Garage Doors should remain closed except to enter and depart vehicles so as not to expose personal materials to the surrounding neighbors. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick-up by Governmental or similar garbage and trash removal service units. In the event any owner of any developed Lot fails or refuses to keep such property free of trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items, then in that event five (5) days after the "Homeowners Association" has posted a notice thereon, requesting that the Owner observe this paragraph, the "Homeowners Association" may make entry and remove all such unsightly items or growths at the Owner's cost. No entry for notice or removal shall be deemed a trespass. Homeowners Association's notice shall be sufficient, it states in substance: "Please remove this unsightly item or growth: (Describe here) within five days or Board of Directors shall do so at your expense. You are violating the Restrictions."

16. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

17. Wells. No individual water supply system shall be permitted except for irrigation, swimming pools, or other non-domestic use.

18. Easements. An easements on each lot is hereby reserved by the Homeowners Association 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 of back lot line of each lot, and long, over, under and upon a strip of land five (5) 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. Notwithstanding anything to the contrary contained herein Lots 13-1, 15-2, 15-3 and 15-4, Block D, and Lots 25-2, 26-2 and 30-3, Block F, shall not be subject to the five foot (5') side lot line easement. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, and utility services now or in the future. Within those 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. The Board of Directors reserves the power for the purpose of this covenant to add, alter, relocate, supplement,

modify, or terminate any easements herein, 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 such 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 Board of Directors provided, however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefore from the Homeowners Association.

19. Violation. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation.

20. Exteriors. No dwelling shall be erected in the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designated in a manner acceptable to the Homeowners Association. The same material utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

21. Swimming Pools. Swimming Pools shall not be nearer than six (6) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

22. Walls and Fences. Boundary Walls may be erected and hedges grown but not higher than three (3) feet from the street right-of-way to the rear building line. No hedges located in the front of the dwelling shall run parallel to the boundary with the street or right of way. Fences, boundary walls and hedges shall not exceed five (5) feet in height from the rear building line to the rear property line.

23. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

24. Dwelling Building Costs and Area Requirements. No dwelling, the actual cost of which is less than \$60,000.00 shall be erected on any of said lots.

The living areas of the main structures, exclusive of the open porches, porte-cocheres, garages, carports, and breezeways, shall not be less than 1800 square feet for lots 1 through 10, Block D, and 1500 square feet for lots 1 through 18, Block E. On all other lots, apartments or townhouses the minimum living area, exclusive of open porches, porte-cocheres, garages, carports, and breezeways, shall not be less than 1400 square feet per unit.

25. Restrictions Applicable to Section 1 Only.

(a) All lots in Section 1 shall be restricted for Single Family Residential use only.

(b) Setbacks and building lines. No building shall be located on any lot nearer to the front lot line than thirty (30) feet, or nearer to a side lot line than ten (10) feet. Notwithstanding anything to the contrary herein the eastern setback requirement of Lot 6, Block E, as it borders on Lot 7, Block E, shall be six and two tenths (6.2') feet. Notwithstanding anything to the contrary the front set back line requirement for Lot 9, Block D, shall be twenty-six (26') feet. On corner lots the front lot line shall be the shorter of the two property lines along the intersecting streets. The following additional provisions, concerning setbacks shall apply: Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding.

It is the Board of Director's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Board of Director reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as Board of Director shall deem sufficient; provided, however, Board of Director shall make such determination after considering Owner's recommendations as shown on Owner's site plant; and provided, further, in the event Board of Director fails to notify Owner of Board of Director's determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on the Board of Director.

(c) Minor Deviations. Any deviations from the building line requirement set forth herein, not in excess of the 10% thereof, shall not be construed to be a violation of said building line requirements.

(d) Subdivision of Lots. No portion of any lot shall be sold or conveyed except in the case of a vacant lot the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein shall apply to such lots as combined. Nothing herein shall be construed to allow any portion any lot so sold or conveyed to be used as a separate building lot.

(e) Porches and Eaves. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by the Board of Director, but in no event shall any structure be closer than three (3) feet from any property line.

26. Restrictions Applicable to Section 2 only.

(a) Multi-family. All property in Section 2 will be multi-family property and may be used for townhouses, duplexes, apartments.

(b) Setbacks. The minimum setbacks shall conform to the zoning rules and regulations of the City of Charleston and shall automatically be amended by any setback variance granted by said City, however, the Board of Directors reserves the right to select the precise site and location of each building or other structure on each lot and to arrange the same in such manner and for such reasons as the Board of Directors shall deem sufficient; provided, however, the Board of Directors shall make such determination after considering Owner's recommendations as shown on Owner's site plan; and provided, further, in the event the Board of Directors fails to notify Owner of the Board of Directors' determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plant shall be binding on the Board of Directors.

(c) Party Walls.

(i) General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply hereto.

(ii) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(iii) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, or if the other owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

(iv) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(v) Right to Contribute Runs with Land. The right of any owner to contribute from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(vi) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

(e) Driveway. Block D, Lots Numbered 11-1; 11-2; 12-1; 13-4; 14-1; 14-2; 15-1; 15-2; 15-3; 15-4; and Block F, Lots Numbered 30-3; 30-2; 30-1; 29-3; 29-2; 29-1; 28-1; 28-2; 28-3; 27-1; 27-2; 27-3; 26-1; 26-2; 26-3; 25-4; 23-1; 23-2; 23-3; 22-1; 22-2; 22-3; 21-1; 21-2; 21-3; 20-1; 20-2; 20-3, as shown on that certain plat entitled "Composite Map of Marsh Cove," and recorded in Plat Book H128, Page 286, RMC Office for Charleston County, are hereby encumbered over the front twenty-five feet (25') of each lot, with a covenant for certain designated portions of the front of said lots, the same being designated by the actual physical location shall be that the owner of each and every such lot shall refrain from the placing of any object or objects of whatever kind or whatsoever nature, which would obstruct ingress and egress as to the other lot or lots in the general vicinity. This restriction shall apply only to the area of said lots designated as driveways, which would, by the physical location and nature of

the driveway, grant egress and ingress to other lots in the vicinity and shall apply to the front twenty-five foot (25') portion only of the lots affected thereby.

The above described restrictions and covenant shall apply also to lots 12-2; 112-3; 13-1; 13-2; 25-1; 25-2; 25-3; except in the following respect, to wit:

Lot 12-2, Block D, is hereby encumbered over its front 42';

Lot 12-3, Block D, is hereby encumbered over its front 42';

Lot 13-1, Block D, is hereby encumbered over its front 42';

Lot 13-2, Block D, is hereby encumbered over its front 42';

Lot 13-3, Block D, is hereby encumbered over its front 42';

Lot 25-1, Block D, is hereby encumbered over its front 42';

Lot 25-2, Block D, is hereby encumbered over its front 42';

Lot 25-3, Block D, is hereby encumbered over its front 42';

(f) Easement. A perpetual easement is hereby granted over, under and across a 25-foot strip running parallel and adjacent to the right-of-way for the street across the front of the property on each lot in Section 2 of Marsh Cove Subdivision. This reciprocal easement hereby grants the right, privilege and authority from time to time to enter upon, construct, extend, inspect, operate, replace, relocate and repair and perpetually maintain upon, over along, across, through and under any and all of the said 25-foot strip, a sewer line or lines or other usual fixtures and appurtenances as may from time to time be or become convenient to the maintenance and installation of said sewer services, together with the right of ingress and egress and

access to and from such easements across and upon the lots in Section 2 of Marsh Cove Subdivision, Charleston County, City of Charleston, S.C., as may be necessary or convenient for the purposes in connection herewith. It is hereby understood and agreed that the owners of said lots, their heirs and assigns, may use the surface of the land for landscaping, driveways, etc.; however, the owners shall not construct any permanent improvements over said easement.

27. General Provisions.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) per cent of the lot Owners. Any amendment must be recorded.

#2.RES

EXHIBIT "A"

SECTION 1 shall consist of Lots 1 through 11, inclusive, Block D, Lots 1 through 18, inclusive, Block E, and Lots 9, through 19, inclusive, Block F, all of which being shown on the plat of survey attached to said Restrictive Covenants said plat also being recorded in Plat Book AQ, at Page 8, records, said R.M.C. Office.

SECTION 2 shall consist of Lots 12-1 through 12-4, inclusive, Lots 13-1 through 13-3, inclusive, Lots 14-1 and 14-2, Lots 15-1 through 15-4, inclusive, Lots 15 and 16, Block D, Lots 20 through 23, inclusive, Lots 24-1 through 24-3, inclusive, Lots 25-1 through 25-4, inclusive, Lots 26 through 30, inclusive, Block F, all of which being shown on the plat of survey attached to said Restrictive Covenants; said plat being recorded in Plat Book AQ, Page 8, said R.M.C. Office.

IN WITNESS WHEREOF, Marsh Cove Association, Inc. has caused these presents to be executed in its name by SANDRA RIESBERG its President and by PATRICIA BLITCH its Secretary and its seal to be affixed this 17th day of June in the year of our Lord one thousand nine hundred and ninety, ^{one} and in the two hundred and fifteenth year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

MARSH COVE ASSOCIATION, INC.

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
by: SANDRA RIESBERG
its: President
[Signature]
by: PATRICIA BLITCH
its: Secretary

The undersigned PATRICIA BLITCH who upon oath deposes and says:

1. That he/she is the duly elected and acted Secretary of Marsh Cove Association, Inc., a South Carolina Corporation;
2. That the foregoing Restated and Revised Restrictive Covenants and Easements for Marsh Cove Subdivision, Sections 1 and 2 were presented to the members of the Association and were approved by not less than 90% of the lot owners of Marsh Cove Subdivision.

SWORN to before me this 17th day of JUNE, 1990
[Signature]
Notary Public for South Carolina
My commission expires:

[Signature]

MY COMMISSION EXPIRES 8-17-1999,

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, who, upon oath, deposes and says that he/she saw the within named Marsh Cove Association, Inc. by SANDRA RIESBERG its President and by PATRICIA BLITCH its Secretary, sign, seal, and deliver the within instrument and that he/she with the other witness witnessed the same.

Sworn to before me this
19TH day of JUNE, 1999



Angela E. Swine
Notary Public for South Carolina
My commission expires _____

MY COMMISSION EXPIRES 8-17-1999