



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON ) FIRST AMENDMENT TO DECLARATION OF  
 COVENANTS, RESTRICTIONS, AND  
 EASEMENTS

This Amendment to Declaration of Covenants, Restrictions and Easements for 100 Vincent Townhomes is made this 9<sup>th</sup> day of March, 2016, by 100 Vincent, LLC, a South Carolina limited liability company ("Declarant").

WHEREAS, Declarant imposed certain restrictive covenants against real property containing approximately .495 acres, and being more particularly described on Exhibit I attached hereto and made a part hereof (the "Property"), which restrictions are dated July 17, 2015, and duly recorded at the Charleston County R.M.C. Office on July 17, 2015, in Book 0491, at Page 387 (the "Restrictions"); and

WHEREAS, Article 13, Section A permits the Declarant to amend the Restrictions prior to the Turnover Date; and

WHEREAS, the Declarant desires to amend the Restrictions in certain aspects; and

WHEREAS, the Turnover Date has not taken place as of this date.

NOW, THEREFORE, Declarant hereby amends the Restrictions to provide as follows:

1. That first "Whereas" clause is hereby amended in its entirety to state as follows:

"WHEREAS, Declarant is the owner of real property described on Exhibit A (the "Real Property"). Declarant plans to develop a residential townhome community on the Real Property (the "Project")."

2. That third "Whereas" clause is hereby amended in its entirety to state as follows:

"WHEREAS, Declarant has created a South Carolina non-profit corporation known as 100 Vincent Property Owners Association, Inc., to exercise certain rights and obligations of this Declaration with respect to the Real Property, whose membership shall be comprised of the owners of the residential dwellings in the Project.

3. ARTICLE 1, DEFINITIONS, Section 4 is hereby amended in its entirety to state as follows:

"4. Assessment(s): any payment which an Owner is obligated to pay to the Association as permitted or contemplated by the Association Documents."

4. ARTICLE 1, DEFINITIONS, Section 16 is hereby amended in its entirety to state as follows:

"16. Interest. The rate of eighteen percent (18%) per annum, provided that Interest shall not be greater than the maximum interest rate allowed by law on the specific debt or payment

obligation in which such interest accrues.”

5. ARTICLE 1, DEFINITIONS, Section 22 is hereby amended in its entirety to state as follows:

“22. Project: the residential development to be constructed upon the Project Land.”

6. ARTICLE 2, PLAN OF DEVELOPMENT OF PROPERTY is hereby amended in its entirety to state as follows:

“ARTICLE 2  
PLAN OF DEVELOPMENT OF PROPERTY”

Declarant’s general plan of development contemplates the construction of Improvements on Lots thereon and, further, that various Improvements will be constructed on other portions of the Project Land which will enhance the Project and benefit the Owners; however, there is no obligation imposed by this Declaration on the Declarant to build Improvements on Lots or on any portion of the Project Land. Declarant’s general plan of development further contemplates that such Improvements shall be whatever types of structures Declarant may choose (subject to the applicable zoning and density requirements of the applicable Governmental Authorities). Declarant’s general plan of the Project is reflected by the Site Plan and may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to the Project. Declarant reserves the right to increase or decrease the number of Lots reflected and/or permitted by the Site Plan as approved by the Town of Mount Pleasant, SC in accordance with applicable law, and such change shall not require an amendment to this Declaration.”

7. ARTICLE 5, ASSESSMENTS AND OPERATING EXPENSES, Section 3, Amount of Base Assessments is hereby amended in its entirety to state as follows:

“3. Amount of Base Assessments. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget (“Budget”) prepared by the Board as required under the Association Documents. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, by the total number of Lots, with the quotient thus arrived at being the “Base Assessment”. The Board shall have the right to base the first Budget and all subsequent Budgets upon a projection of the total Operating Expenses at full build-out of the Project. On any Budget, the Board shall have the right to make adjustments to the amount of the total Operating Expenses anticipated at full build-out of the Project or any component thereof: from the amounts reflected on the previous Budget. Such adjustments shall be made based on the Board’s reasonable determination of actual or potential increases or decreases in the costs associated with the services and materials covered in the Budget.”

8. ARTICLE 5, ASSESSMENTS AND OPERATING EXPENSES, Section 4, Special Assessments is hereby amended in its entirety to state as follows:

“4. Special Assessment. “Special Assessments” include, in addition to other

Assessments designated as Special Assessments in the Association Documents, those Assessments which are levied include but are not limited to the costs of constructing or acquiring Improvements on or for the Association Property or the costs of reconstructing or replacing such Improvements. Special Assessments shall be in addition to, and are not part of, any "Base Assessment". Any such Special Assessments assessed against Lots shall be paid by the Owners in addition to any other Assessments. Special Assessments shall be assessed in the same manner as the Base Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. In any fiscal year of the Association after the Turnover Date, the levying of any Special Assessment shall require the affirmative assent of at least 51% of the votes held by each class of Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Any Special Assessment levied prior to the Turnover Date may be levied by the Board without the approval or consent of the Owners or any other party."

9. ARTICLE 5, ASSESSMENTS AND OPERATING EXPENSES, Section 6, Working Capital Contribution is hereby amended in its entirety to state as follows:

"6. Capital Contribution. At the time of the closing of the sale of each Lot, the buyer shall pay to the Association at the time title is conveyed to such buyer a "Capital Contribution". The Capital Contribution shall be equal to  $\frac{1}{4}$  of 1% of the purchase price of the Lot. For example, if the purchase price is \$500,000, the Capital Contribution calculation is as follows: .0025 multiplied by \$500,000 equals \$1,250.00. The purpose of the Capital Contribution is to insure that the Association will have adequate cash available to satisfy expenses including, but not limited to Operating Expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Capital Contributions are not advance payments of Base Assessments and shall have no effect on future Base Assessments."

10. ARTICLE 5, ASSESSMENTS AND OPERATING EXPENSES, Section 7, Collection of Assessments, subsection e, is amended in its entirety to state as follows:

"e. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of One Hundred Fifty and no/100 (\$150.00) Dollars by the Association to defray additional collection costs."

11. ARTICLE 8, MAINTENANCE AND REPAIR, Section 1, By the Association. is amended in its entirety to state as follows:

"1. By the Association. Except as otherwise specifically set forth herein, the responsibility of the Association is to inspect, operate, repair, maintain and replace any and all Improvements located on the Association Property commencing with the completion of such Improvements by Declarant. The Improvements shall be maintained in the same condition as originally constructed by Declarant subject to reasonable and customary wear and tear. If any damage or destruction occurs to the Association Property or to the Improvements and facilities located thereon by fire, storms, acts of God, acts of government, acts of third parties or other calamity, the Association shall be required to rebuild such improvements and facilities as quickly as

practicable.

The Association shall maintain and keep in good repair the Common Area which shall be deemed to include the following: (a) all landscaping within the Project that is deemed Common Area, (b) exterior surfaces of garage doors (but the Lot Owner shall be responsible for the operation of the garage doors), (c) all roofs, downspouts and gutters, (d) all exterior building surfaces and finishes, and (e) all driveways, walkways, steps, decks (whether enclosed or not) and deck surfaces. Specifically excluded from the Common Area shall be the following: (1) HVAC or similar equipment located outside the Improvements constructed on a Lot, (2) hose bibs contained in exterior walls of Improvements constructed on a Lot, and (3) pipes which serve only one (1) Lot whether located within or without the Lot's boundaries. Prior to the Turnover Date, the Association may assume responsibility for providing additional exterior maintenance of a Lot upon resolution of the Board of Directors and approval of the Declarant. After to the Turnover Date, the Association may assume responsibility for providing additional exterior maintenance of a Lot upon resolution of the Board of Directors and approval of the Owners."

12. ARTICLE 10. USE RESTRICTIONS is amended in its entirety to state as follows:

"For purposes of this Article 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of the Improvements on the Lot. In addition to any other restrictions set forth in this Declaration, all the Lots shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant as provided in this Article and elsewhere in this Declaration.

A. Residential Use. The Lots owned by the Owners shall be for residential use only. No trade, business, profession or commercial occupation or activity may be carried on in the Lots without the consent of the Board, except that an Owner may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve door-to-door solicitation of other Owners greater than that which is typical of other Lots in which no business activity is being conducted; (iv) the business activity does not constitute a nuisance, a hazardous or offensive use, or a threat to the security or safety of others; and (v) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Project which is beyond the level of traffic and vehicular parking created by normal residential use of the other Lots. The foregoing shall not prohibit an Owner from leasing the Owner's Lot. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Project.

B. Nuisances. No obnoxious or offensive activity shall be carried on about the Lots or in or about any Improvements, or on any portion of the Project Land nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots which is a source of annoyance to Owners or occupants of

Lots or which interferes with the peaceful possession or proper use of the Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Lots.

C. Outside Storage of Personal Property. The personal property of any Owner shall be kept inside the Owner's Lot or a fenced-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good conditions.

D. Parking and Vehicular Restrictions. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, passenger trucks and other vehicles manufactured and used as private passenger vehicles, may be parked within an enclosed garage on the Lots, overnight without the prior written consent of the Board. In particular, and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck (other than private passenger trucks), recreational vehicle, camper, trailer, aircraft, motorcycle, or vehicle other than a private passenger vehicle as specified above, may be parked or stored on a Lot overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the Board. Provided, however, automobiles owned by governmental law enforcement agencies are expressly permitted in the Project. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Project. All vehicles parked within the Project must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Project outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Project Land. All - terrain vehicles and the like are not permitted to be operated within the Project or parked overnight outside of an enclosed garage, except with the prior written consent of the Board which may be withdrawn at any time. Any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Project

E. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner or occupant of the Project. Owners shall observe and obey all valid laws, zoning ordinances and regulations of all Governmental Authorities. Violations of laws, orders, rules, regulations or requirements of any Governmental Authority, relating to any Lot shall be corrected by, and at the sole expense of the Owner of the Lot.

F. Trash and Other Materials. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner, resident, or tenant shall place or dump any garbage, trash, refuse, rubbish or other materials on any other portions of the Project Land. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside an enclosed garage or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

G. Temporary Buildings;Accessory Buildings. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Project Land except in connection with construction, development, leasing or sales activities permitted by the ARB or performed by Declarant. No temporary structure may be used as a Lot. No garden shed, storage shed, out-building, or other permanent structures that are detached from the Lot shall be constructed or placed upon the Project Land unless approved by the ARB.

H. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the ARB. All garage doors shall remain closed when vehicles or Persons are not entering or leaving the garage.

I. Animals and Pets. Only common domesticated household pets, but no more than two (2) domesticated household pets, may be kept on any Lot or in an Improvement on a Lot, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Project Land. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. The Board shall have the right to forbid or prohibit certain breeds or types of animals. Any pet must not be an unreasonable nuisance or annoyance to other residents on the Project Land. The Board may adopt rules and regulations concerning animals which are more restrictive than the provisions of this Declaration including rules requiring that all animals be kept on a leash when on the Association Property or outside a fenced yard and that animals be restricted to designated areas within the Association Property and that Owners are responsible for cleaning up any mess that a pet created within any Lot or the Association Property. The Board may require any pet to be immediately and permanently removed from the Project due to a violation of this Section. Each Owner who keeps or intends to keep a pet agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from he or she having any animal on the Project Land.

J. Additions and Alterations. No Lot shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Lot, including, without limitation, the painting, staining, or varnishing of the exterior of the Lot or re-roofing with shingles of a different color or material, without the prior written approval of the ARB, which approval may be withheld for purely aesthetic reasons.

K. Increase in Insurance Rates. No Owner may engage in any action that may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Project Land not owned by such Owner.

L. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. No air-conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Lot.

M. Clotheslines and outside Clothes Drying. No clotheslines or clothes poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by Governmental Authorities for energy conservation purposes, in which event the ARB shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed, which approval must be in writing

N. Outside Antennas and Satellite Dishes. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment.

O. Flagpoles. No Owner may erect or install a flagpole or decorative banner on any portion of a Lot, including freestanding detached flagpoles or banners, and those that are attached to a Lot, without the prior written approval of the ARB.

R. Garbage Containers; Oil & Gas Tanks. All garbage and refuse containers, oil tanks, and bottled gas tanks shall be underground or placed in walled-in or landscaped areas as approved by the ARB so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

S. Signs. Except for signs placed or constructed by Declarant, no signs shall be upon any Lot, and no signs shall be placed in or upon any Lot which are visible from the exterior of the Lot, without the prior written consent of the ARB.

T. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Lot or when permanent window treatments are being cleaned or repaired.

U. Swimming Pools. No swimming pools, spas, or the like, shall be permitted in the Project. No above-ground swimming pools shall be permitted in the Project, except that small, inflatable wading pools shall be permitted.

V. Fences and Walls. Except for any Entrance Facilities, screening wall, retaining wall or fence installed by Declarant which is expressly excluded from the restrictions in this Article 10, all fences proposed to be installed upon the Project Land require prior written consent of the ARB. Each Owner, by acceptance of a deed for a Lot, is deemed to acknowledge and agree that the ARB has the absolute right to deny any proposal to install a fence and that such Owner has no express or implied right to propose to install a fence.

W. Play Structures. Swing-sets, slides, play houses and other play structures shall be permitted only in the rear yard of a Lot, and no play structure shall be permitted on a Lot unless the play structure is located inside of a six (6) foot fence approved by the ARB. No play structure exceeding six (6) feet in height shall be permitted. No trampolines shall be allowed on any Lot.

X. Mailboxes. No mailboxes are permitted without the consent of the ARB, except for mailboxes that are identical to mailboxes originally provided to the Owner by Declarant.

Y. Wetland Areas. No Owner shall remove native vegetation that becomes established within any wetland areas located on or adjacent to any portion of the Project Land. Removal includes dredging, the application of herbicide, and cutting. No Owner shall add or introduce additional vegetation or other forms of plant life or landscaping within any wetland areas located on or adjacent to any portion of the Project Land. Owners should address any question regarding authorized activities within any wetland areas to the applicable Governmental Authorities. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in any wetland areas without the prior approval of the Association and the applicable Governmental Authorities and utility providers.

Z. Damage and Destruction. If any Improvement contiguous with a Lot is damaged or destroyed by casualty or for any other reason, the Owner of the Lot shall repair and restore the damaged Improvement as soon as is reasonably practical to the same condition that the Improvement was in prior to such damage or destruction, unless otherwise approved by the ARB.

AA. Subdivision and Partition. No Lot in the Project shall be subdivided except by Declarant.

BB. Construction. All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed Lot or other Improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on the subject Owner's Lot.

CC. Septic Tanks; Wells. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the Lot, which mains furnish domestic water from sources beyond the boundaries of the Lot. No Owner shall be permitted to use water from the Ponds for irrigation or for any other purpose whatsoever.

DD. Certain Rights of Declarant. The provisions, restrictions, terms and conditions of this Article 10 shall not apply to Declarant."

13. ARTICLE 11, ADDITIONAL LAND; WITHDRAWAL; BOUNDARY ADJUSTMENTS, Section A., Additional Land shall be amended in its entirety to state as follows:

"A. Additional Land. Prior to the Turnover Date, Declarant shall have the right, without the approval or joinder of the Association, the Owners or any other Person, to bring under the provisions of this Declaration and thereby add to the Project, any real property owned or acquired by Declarant which is contiguous to the Project Land or which is contiguous with a public or private street adjacent to the Project Land (all of which is herein referred to as "Additional Land"), provided that the annexation of such Additional Land is for the purposes of reflecting changes or modifications to the Site Plan which have been approved by the Town of Mount Pleasant and other applicable Governmental Authorities, by recording a supplemental declaration "Supplement").



The Supplement may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Additional Land being subjected to this Declaration and as are not inconsistent with the general scheme of this Declaration, including the right to grant or reserve easements for the benefit of such Additional Land. To the extent that any Additional Land is made part of the Project, reference herein to the Project Land shall be deemed to include such Additional Land. Declarant is not obligated to add to the Project, to develop any Additional Land under a common scheme, or be prohibited from changing development plans with respect to future portions of the Project comprised of any Additional Land. All Residential Owners by acceptance of a deed to their Lots with Improvements, consent to any change, rezoning or addition made by Declarant and shall evidence such consent in writing if requested to do so by Declarant at any time without obviating the effect of this provision.

After the Turnover Date, upon the vote or written consent of seventy five percent (75%) of the votes held by the Members of the Association, any real property which is contiguous to the Project Land or which is contiguous with a public or private street adjacent to the Project Land may be brought under the provisions of this Declaration and thereby added to the Project, provided that the annexation of such real property is for the purposes of reflecting changes or modifications to the Site Plan which have been approved by the appropriate Governmental Authorities. To the extent that any contiguous property approved for annexation by the Members after the Turnover Date is thereafter made part of the Project, reference herein to the Project Land shall be deemed to include such property.”

14. That all terms and conditions of the Restrictions which are not inconsistent herewith shall be and remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)



## EXHIBIT I & A

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Charleston, being known and designated as Tract G as shown on a certain plat prepared by Southeastern Surveying, Inc dated August 24, 1992, and last revised November 5, 1992, entitled: "BOUNDARY SURVEY OF LOTS 8 THRU 16 AND A RECOMBINATION PLAT OF TRACTS A THRU H, LOCATED IN THE TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA " and recorded in Plat Book CK at Page 071 in the RMC Office for Charleston County, South Carolina. For a more complete description of said land, reference may be had to the above referred to plat of record.

TMS# 532-02-00-082

# RECORDER'S PAGE



**NOTE:** This page **MUST** remain with the original document

*EXHIBITS 1 AND A ARE THE SAME ILL KATIE LEYER 2/10/16*

**Filed By:**

SOTTILE, HOPKINS & LEWIS, LLC  
 1037-G CHUCK DAWLEY BLVD.  
 SUITE 100  
 MT. PLEASANT SC 29464

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Charlie Lybrand, Register Charleston County, SC		

**Maker:**

100 VINCENT LLC

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