

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Cross Ref.

Book 0009 at Page 660
Book 0198 at Page 284
Book 0383 at Page 812
Book 0630 at Page 717
Book 0630 at Page 718
Book 0631 at Page 410
Book 0677 at Page 846
Book 0701 at Page 913
Book 0840 at Page 869
Book 0840 at Page 870

Upon Recording Return to:

Robert H. Mozingo
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston SC 20401

RECEIVED 12/23/2021
PER CLERK SW
ROD OFFICE
CHARLESTON COUNTY, SC
BK 1063 Pg 098

**SUPPLEMENTARY DECLARATION OF COVENANTS FOR MIXSON
RESIDENTIAL PROPERTY/ TOWNHOME COVENANTS FOR SPECIAL
TOWNHOME LOTS**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS FOR MIXSON RESIDENTIAL PROPERTY/ TOWNHOME COVENANTS FOR SPECIAL TOWNHOME LOTS (this "Supplementary Declaration") is made as of the 17th day of December, 2021, by STANLEY MARTIN HOMES, LLC, a Delaware limited liability company (the "Declarant").

RECITALS:

1. Declarant is the owner of record of those certain parcels of land described on Exhibit A hereto (the "Special Townhome Lots").
2. Declarant is the successor "Declarant" under that certain Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, executed by FD Communities, LLC, a Delaware limited liability company ("FD Communities") as the declarant, dated November 3, 2017, and recorded on November 6, 2017 in the Office of the Register of Deeds for Charleston County (the "ROD Office") in Book 0677 at Page 846, as the same has subsequently been amended and modified (collectively, the "Declaration").
3. Declarant receives all the rights of the "Declarant" under , and holds all the powers of the "Declarant" under the Declaration (the "Declarant's Rights") from SM Charleston, LLC, pursuant to that certain Assignment of Declarant's Rights, dated February 1, 2021, and recorded April 7, 2021 in the ROD Office in Book 0979 at Page 294; SM Charleston, LLC received all of the Declarant's Rights from FD Communities, LLC pursuant to that certain Assignment of Declarant's Rights, dated February 28, 2018, and recorded March 1, 2018 in the ROD Office in Book 0701 at Page 913' and FD Communities, LLC received the Declarant Rights as recited in the Declaration.
4. The Special Townhome Lots have been subjected to the Declaration as a portion of the real property described in Exhibit "A" to the Declaration.

5. Section 14.3 of the Declaration provides that Declarant may unilaterally subject any portion of the Community submitted to the Declaration initially or by Supplemental Declaration to additional covenants.
6. Declarant desires to subject the Special Townhome Lots to the Townhome Covenants contained in Exhibit B attached hereto (the "Townhome Covenants").
7. Declarant deems it appropriate, based upon the foregoing, to execute and cause to be recorded this Supplementary Declaration.

IMPOSITION OF TOWNHOME COVENANTS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Declarant, as owner of the Special Townhome Lots and as Declarant under the Declaration, does hereby subject the Special Townhome Lots to the terms and conditions of the Townhome Covenants, as hereafter amended, revised, restated, supplemented, and/or extended from time to time as set forth in the Declaration, benefitting and burdening the Special Townhome Lots as provided in the Townhome Covenants.

The Recitals hereof are hereby incorporated herein as terms hereof. Capitalized terms used in this Supplementary Declaration without definition have the meaning ascribed to such terms in the Declaration.

The matters set forth in this Supplementary Declaration, including Exhibit B attached hereto, shall be subject to amendment in the same manner as provided in the Declaration with respect to amendments thereto.

Except as expressly supplemented by this Supplementary Declaration, the Declaration shall remain in full force and effect. Each and every term, covenant and condition of the Declaration is incorporated herein by reference, such that the Declaration in this Supplementary Declaration shall be read together, govern the Special Townhome Lots and run with the land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration under seal as owner of the Special Townhome Lots and as Declarant.

Signed, sealed and delivered in
The presence of:

As Declarant and Owner:

**STANLEY MARTIN HOMES, LLC, a
Delaware limited liability company**

[Signature]
Witness #1

By: [Signature]
Name: Mark Lipsmeyer
Title: Charleston Division President

[Signature]
Witness #2

State of South Carolina

ACKNOWLEDGMENT

County of Charleston

On the 17th day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Lipsmeyer, as Division President of Stanley Martin Homes, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in the capacity so stated.

[Signature]
Notary Public for: South Carolina
My commission expires: July 10, 2027

[Official Seal or Stamp]

EXHIBIT A

LEGAL DESCRIPTION OF THE SPECIAL TOWNHOME LOTS

All those certain residential subdivision lots lying and being in the City of North Charleston, County of Charleston, State of South Carolina and being more particularly described as Lots 2 through 7 and Lots 8 through 10 on that certain plat entitled "Property Line Abandonment and Subdivision Plat" prepared by GPA Professional Land Surveyors, dated August 5, 2020 and recorded November 23, 2020 in the Office of the Register of Deeds for Charleston County, South Carolina in Plat Book L20 at Page 0441 (the "August 5, 2020 Plat"). Reference is made to the boundaries, metes, courses and distances shown on the August 5, 2020 Plat for a complete description of Lots 2 through 7 and Lots 8 through 10.

Lots 2 through 7 and Lots 8 through 10 are subject to all public and private rights of way, alleys, drainage easements, utility easements, open-space dedications and other matters shown on the August 5, 2020 Plat.

Lots 2 through 7 and Lots 8 through 10 are a portion of Mixson Avenue Subdivision Phase 2B.

Former TMS#: 470-05-00-041, 470-05-00-059, 470-06-00-267, 470-06 00-268 & 470-06-00-275

New TMS#: 470-05-00-319, 470-05-00-320, 470-05-00-321, 470-05-00-322, 470-05-00-323, 470-05-00-324, 470-05-00-325, 470-05-00-326, and 470-05-00-327

TOGETHER WITH:

All those certain residential subdivision lots lying and being in the City of North Charleston, County of Charleston, State of South Carolina and being more particularly described as Lots 171, 172 and 173 on that certain plan entitled "Subdivision Plat" prepared by GPA Professional Land Surveyors, dated July 25, 2019 and recorded March 9 2020 in the Office of the Register of Deeds for Charleston County, South Carolina in Plat Book L20 at Page 0088 (the "July 25, 2019 Plat"). Reference is made to the boundaries, metes, courses and distances shown on the July 25, 2019 Plat for a complete description of Lots 171, 172 and 173.

Lots 171, 172 and 173 are subject to all public and private rights of way, alleys, drainage easements, utility easements, open-space dedications and other matters shown on the July 25, 2019 Plat.

Lots 171, 172 and 173 are a portion of Mixson Avenue Subdivision Phase 7.

Former TMS#: Portion of 470-05-00-001

New TMS#: 470-05-00-314, 470-05-00-315 and 470-05-00-316

EXHIBIT B

TOWNHOME COVENANTS

Pursuant to the Section 14.3 of the Declaration, Declarant imposes the following covenants (the "Townhome Covenants") on the Special Townhome Lots and obligates the Association to administer these Townhome Covenants for the benefit of the Owners of the Special Townhome Lots:

1. **Additional Definitions.** For purposes of these Townhome Covenants, "Townhome" shall mean the single-family living unit constructed on any of the Special Townhome Lots which constitutes a part of a duplex or multiplex consisting of multiple Townhomes, with each Townhome sharing one or more "common" or "party" walls with adjoining Townhomes. Each Townhome shall also share a roof with other Townhomes. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Declaration and the Supplementary Declaration imposing these Townhome Covenants on the Special Townhome Lots.

2. **Responsibility of Owners of Townhomes.** Except for the landscape services provided by the Association as set forth in the Declaration, all Owners of Townhomes shall specifically be obligated to maintain and repair their respective Townhomes in good condition and repair in accordance with the Community-Wide Standard, including, without limitation all exterior components of the Townhome. All maintenance required by this Section or otherwise set for the Declaration shall include replacement as deemed appropriate by the Board of Directors and be performed in a manner consistent with the Community-Wide Standard and the Declaration. The Board of Directors shall take into consideration the recommendations of a majority of the Owners of Townhomes in determining when certain maintenance obligations of the Owners should be undertaken to comply with the Community-Wide Standards.

No Owner of a Townhome shall permit any activity to be undertaken or condition to exist with respect to a Townhome that is reasonably anticipated to impair the structural soundness and integrity of the improvements or the proper functioning of the utilities, heating, ventilation, plumbing and electrical systems of their respective Townhome or any adjacent Townhome. Each Owner shall be responsible for removing all snow, ice, leaves and debris from all doorsteps or stoops, decks, walkways and driveways on or about his or her Townhome.

3. **Architectural Controls.** Notwithstanding anything to the contrary contained in these Townhome Covenants or in the Declaration, no Owner shall make any exterior improvements or modifications, including, but not limited to changing landscaping or paint color, to any Townhome without ARC approval as provided in Article 6 of the Declaration, and all landscaping and other improvements or modifications added or made to any portion of a Special Townhome Lot by any Owner after the conveyance of the Townhome to the initial resident, shall be the sole responsibility of the Owner unless otherwise specified by the Board of Directors.

4. **Insurance; Obligation to Assure Replacement.** Each Owner of a Townhome must carry property insurance for the full replacement cost of all insurable improvements with a casualty insurer licensed in the State of South Carolina. Each Owner of a Townhome shall be obligated from time to time upon reasonable request of the Association to provide evidence of such insurance to the Association within thirty (30) days of receipt of a written request. All proceeds of such insurance related to any casualty to a Townhome shall be held in trust by each Owner of a Townhome and utilized on a first priority basis to comply with the obligations of the Owner with respect to repair or replacement, unless the consent of the Board of Directors is otherwise obtained. In the event that any such Owner fails to obtain insurance or fails to provide the Association with the copy of such policy or policies as required by this Section, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner, to be collected as a Specific Assessment in accordance with of the Declaration.

5 **Obligation for Repair and Reconstruction.** Each Owner of a Townhome shall be obligated to promptly repair or reconstruct any improvements which suffer damage in a manner consistent with the original construction of the Townhome, subject to such modifications as may have been permitted within the Special Townhome Lots subsequent to the original construction, but only with the approval of such modifications in accordance with Article 6 of the Declaration. Each Owner of a Townhome shall be solely responsible for all costs associated with repair or replacement of all damage occurring by casualty.

6. **Party Walls and Fences.**

A. **General Rules of Law to Apply.** Each wall or fence built as a part of the original construction of the Townhomes which shall serve and separate any two (2) adjoining Townhomes shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Party Wall and Fence provision, the general rules of South Carolina law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

B. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the party wall or fence in equal proportions.

C. **Damage and Destruction.** If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the party wall or fence may restore it to its previous condition, and the other Owner or Owners thereafter who are benefited by the party wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owner or Owners to call for larger contributions from the others under any rule of law regarding liability for negligent or willful acts or omissions.

D. **Right to Contribution Runs with the Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such

Owner's successors-in-title.

E. **Dispute Resolution.** In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Party Wall and Fence provision, the parties shall endeavor to resolve the dispute in accordance with Section 15.4 of the Declaration.

7. **Special Townhome Lot Boundaries.** The boundaries of each Special Townhome Lot shall be as shown on the recorded plat or plats; provided, however, that the side boundary of each Townhome Lot on which a party wall is located shall be a line consistent with and along the center of all party walls separating one Townhome from another Townhome. In the event of any discrepancy between the boundaries of a Special Townhome Lot, as described herein, and the boundaries of such Special Townhome Lot when shown on the recorded plats, the description of the boundaries of the Special Townhome Lot set forth herein shall control. All of the area within the boundaries of each of the Special Townhome Lots, as herein described, shall for all purposes constitute real property which may be owned in fee simple, subject to the terms, provisions, liens, charges, covenants, easements and restrictions of the Declaration, including these Townhome Covenants. To the extent the foregoing is not supported by applicable law in any respect, an easement of encroachment is hereby reserved in favor of any Owner of a Special Townhome Lot whose improvements encroach onto the adjoining Special Townhome Lot in accordance with Section 13.12 of the Declaration.