

AMENDED DECLARATION TO RESTRICTIVE COVENANTS
AND EASEMENTS FOR RICE HOLLOW

The enclosed DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR RICE HOLLOW is the second amendment of the original Declaration recorded in Book F148PG 297 on 18 Sept. 1985.

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR RICE HOLLOW is made this 25TH day of JANUARY, 2010 by the Rice Hollow Home Owners Association.

RECITALS

Rice Hollow Home Owners Association is the owner of certain land located near South Carolina Highway 61 in the City of Charleston, County of Charleston, State of South Carolina, known as Rice Hollow, and more particularly described in Exhibit A, attached to the this Declaration and incorporated herein by this reference.

Rice Hollow Home Owners Association wishes to declare certain restrictive covenants affecting this land.

Rice Hollow Home Owners Association hereby declares that these covenants and easements shall run with the land and shall apply to the land described in Exhibit A. Rice Hollow Home Owners Association reserves the right to add additional covenants and easements to this Property, and to limit the application of this Declaration upon this Property.

ARTICLE I DEFINITIONS

The following words or terms when used in this Declaration or any supplemental declaration shall have the following meanings unless the context shall clearly indicate otherwise.

- A. "Association" shall mean Rice Hollow Home Owners Association and its successors. The term includes any individual, corporation or partnership which Rice Hollow Home Owners Association designates in writing to perform the functions this Declaration gives it.
- B. "Property" shall mean the lands in the City of Charleston, County of Charleston, State of South Carolina, which are known as Rice Hollow, more particularly described in Exhibit A.

- C. "Residential Lot" or "Lot" shall mean any subdivided and platted parcel of land intended for independent ownership, as shown on a recorded final subdivision plat of the property.
- D. "Recorded" shall mean recorded in the Office of the register of Mesne Conveyance for Charleston County, South Carolina.
- E. "Dwelling" shall mean a separate detached building designated for and occupied exclusively as a residence by one family.
- F. "Architectural Review Committee" shall mean the Rice Hollow Home Owners Association Architectural Review Committee established and maintained as a standing committee.
- G. "Common Area" shall mean land upon which the following are constructed: permanent signs bearing the name of the subdivision and islands within road right-of-way.

ARTICLE II GENERAL PROVISIONS

A. PERMANENT RESIDENTIAL USE OF PROPERTY

All lots will be used for residential purposes only. No one shall site, erect, alter, or maintain any structure or improvement on any lot other than one dwelling not more than two and one-half stories in height, one private garage if desired for not more than two vehicles, and any accessory structures customarily incident to the residential use of such lots. No one shall conduct any trade or business on any lot. However, the Association shall allow real estate agencies to temporarily conduct "open houses" in order to promote sales of individual Lots or Dwellings. No one shall site, erect, or maintain any temporary structure on any lot except those required during construction of improvements on the lot. No one shall use any trailer, shack, tent, garage, barn or other similar structure on any lot as a temporary or permanent residence.

B. PLAN DESIGN

1. No one shall site, erect or alter any improvement or structure on any lot until the Architectural Review Committee or its designee has approved the proposed building plans, specifications and plot plans. No one shall alter the exterior appearance of any improvement or structure without like approval by the Architectural Review Committee or its designee. Respecting exterior design and finish, all dwellings, garages, accessory buildings, fences and other structures on a lot must approach architectural harmony with each other and with similar

structures on other lots. The Architectural Review Committee shall receive and maintain one copy of all plans and related data for its records. If the Architectural Review Committee or its designee fails to act upon proposed building plans, specifications or plot plans within 30 days after receiving them, the Architectural Review Committee will have deemed to have approved them.

2. The approval of plans required under Paragraph B.1 of Article II will not be given unless the proposed dwelling will have a minimum square footage of 1300 square feet enclosed dwelling space. The term “enclosed dwelling space” as used in these minimum size requirements does not include garages, rooms over garages, terraces, decks, open porches and like areas.
3. Off street parking must be provided to accommodate at least two standard size automobiles per dwelling unit. Off street parking shall be separated from any street right-of-way by a strip of land at least five feet wide. No structures, ground cover, landscaping or advertising signs over three feet in height will be allowed in this area. Parking spaces and driveways must be constructed of materials in harmony with surrounding residences.
4. The exterior of all dwellings and other structures must be completed within one year after the construction of such structure has commenced. However, this time limit may be waived where completion is impossible or would result in great hardship to the owner or builder because of strikes, fires, national emergency or natural disaster.
5. No lot shall be subdivided and no boundary line shall be changed, and no part of a lot shall be combined with an adjacent lot except with written consent of the Architectural Review Committee. Setback lines will apply with reference to the new lot lines created by any such combination, subdivision or line change.
6. No living tree measuring six inches or more in diameter at a point two feet above the ground level shall be removed without the written approval of the Architectural Review Committee, unless it stands within the area to be occupied by a proposed structure or within ten feet of such area.

C. SETBACKS AND BUILDING LINES

No one shall locate on any lot any residential structure nearer than twenty-five feet to the front lot line, twenty-five feet to the rear lot line, twelve feet to the southerly or westerly side lot line or six feet to the northerly or easterly side lot line. However, no one shall locate any accessory structure nearer than seventy feet to the front lot line. An accessory structure includes a garage detached from the dwelling, storage shed or other ancillary structure. In the case of a corner lot, the shorter lot line adjacent to an intersecting street

shall be the front lot line. For the purpose of these setbacks, steps, stoops, open porches, wing walls, overhanging eaves and similar projections shall not be considered parts of a structure. These setbacks are not intended to produce uniformity.

D. SWIMMING POOLS, WALLS AND FENCES

1. Private permanent swimming pools must be located to the rear of the main dwelling. The Architectural Review Committee or its designee must approve all pool plans. Pools must comply with all local and county laws before the Architectural Review Committee will approve constructions.
2. Walls and fences are not desired between the front lot line and the rear wall of the main dwelling. They will not be allowed within any street right-of-way. No chain link fences will be allowed. They shall be a maximum of six feet in height. The Architectural Review Committee or its designee must approve all plans for walls, fences, screens and enclosures before their construction.

E. SIGNS

No sign shall be posted on any lot without the permission of the Architectural Review Committee except for signs of not more than six square feet used to advertise property for sale or rent. Political signs will be permitted for a period of two weeks before election and one week after. Construction signs must be removed one week after construction is completed. The Association may retain the permanent sign bearing the name of the subdivision located on the common area at the entrance to the subdivision via Boone Hall Road and “No Soliciting” signs in other common areas.

F. PETS

No one shall raise, breed or maintain any animals, livestock or poultry of any kind on any lot except household pets. No one shall keep any animals for breeding or commercial purposes. All household 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 outside a dwelling or enclosed area approved by the Architectural Review Committee for the confinement of pets.

G. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS, MOTORCYCLES

No school bus or commercial vehicle other than a “pick-up” or personal sized van shall be kept, stored or parked over night on any lot or street. All house trailers, mobile homes, inhabitable motor vehicles, boats, boat trailers, motorcycles and permissible commercial vehicles must be kept, stored or parked overnight within an enclosed garage or an area

screened from the streets. No such vehicle shall be used as either a temporary or permanent residence.

H. NUISANCES

Nothing shall be established, conducted, practiced or erected upon any lot which is and annoyance or nuisance to other residents of the Property. No activity shall be allowed upon any lot which is noxious, offensive, embarrassing or discomforting to any resident of the neighborhood. No plant, animal, device or thing of any sort shall be maintained on any lot the normal activities or existence of which is in any way noxious, offensive, dangerous, unsightly, unpleasant or of a nature which destroys or diminishes the enjoyment of other property in the neighborhood. All complaints will be submitted in writing to the Board of Directors for final disposition.

I. SCREENING

Garbage receptacles, clothes lines, wood piles, well pumps, compost bins, accessory structures, portable equipment or storage piles shall be screened from the view from streets. All fuel tanks must be buried or concealed from view.

J. ANTENNAE, SOLAR PANELS

All antennae (this includes radio, tower, satellite, direct TV or any similar receiving or transmitting device) or solar panels must be approved by the Architectural Review Committee.

K. 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 or area. This shall not prohibit temporary deposits of trash, rubbish, recycling and debris assigned for pickup by garbage, trash and recycling services.

L. WATER AND SEWAGE

No septic tanks shall be installed on any lot. Private water wells may be drilled on a lot only for the purpose of irrigating lawns and gardens. Architectural Review leniency shall be granted for rainwater recovery systems.

M. DRAINAGE AND ELEVATIONS

No one shall alter any lot in any manner which would interfere with the drainage of the subdivision. No lot owner shall excavate or extract earth for any business purpose from

his lot. No elevation changes shall be permitted which would materially affect the surface grade of a lot or surrounding lots.

N. VISION CLEARANCE

No one shall site any fence, wall, shrubbery, sign, marquee or other obstruction to vision between the height of three feet and fifteen feet within fifteen feet of the intersection of the right-of-way lines of two streets. Necessary traffic directional and street name signs are excluded from this prohibition.

O. ALTERNATIVE ENERGY

Architectural review leniency shall be granted to those seeking to install structures for the use of alternative forms of energy.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

A. By acceptance of a deed to any lot, each owner is deemed to covenant and agree to pay the Association annual assessments or charges and special assessments for capital improvements, as are more fully described in Article X of the By-Laws of the Association. By acceptance of a deed to any lot, each owner is deemed to covenant and agree to pay to the appropriate governmental taxing authority a pro rata share for any ad valorem taxes levied against Common Area and a pro rata share of any assessments for public improvements to Common Area, in the event that the Association defaults in these payments for a period of six months. The annual and special assessments, any delinquent charges and any costs of collection including reasonable attorney's fees shall be charged on the lot and shall be a continuing Lien upon the lot against which each fee is made. Each such fee assessment, delinquent charge and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when such assessments fall due. This personal obligation for assessments shall not pass to any successor in title unless expressly assumed by such successor.

B. The lien of the assessments, delinquent charges, and costs of collection including attorney's fees shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to an assessment. However, this subordination shall apply only to assessments which have become due and payable prior to any sale or transfer of the lot pursuant to a decree of foreclosure or any proceeding in lieu foreclosure. Such a sale or transfer shall not relieve a lot from liability for any assessment subsequently coming due or from the lien of any such subsequent assessment.

ARTICLE V ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS

- A. 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, including but not limited to, the successors and assigns of Rice Hollow Owners Association for a period of thirty years from the date of recording. After thirty years these covenants shall be automatically extended for successive periods of ten years in their present form or in amended form if the owners representing a majority of the lots change them at the beginning of any such ten-year period by recording a document signed by them evidencing the changes. During the first thirty years, lot owners may amend this Declaration by recording an amending instrument signed by owners representing a majority of the lots. For purposes of determining a majority, each lot counts only once, regardless of the number of owners it has.
- B. In the event of a violation or breach of any of these restrictions by any lot owner or agent of such owner, the owners of lots in the subdivision, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms of these restrictions, to prevent a violation or breach or to recover damages or additional assessments for such violation. In addition, the Association shall have the right to proceed at law or in equity to compel a compliance with these terms, to prevent a violation or breach or to recover damages or additional assessments for such violation.
- C. Failure to enforce any of the provisions of this Declaration shall not be deemed a waiver of the right to do so.
- D. Invalidation of any provision of this Declaration by court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

EXHIBIT A
TO DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR RICE HOLLOW

All that certain piece, parcel or tract of land, situate, lying and being in the City and County of Charleston, South Carolina, and being more particularly shown and delineated on a plat by Andrew C. Gillett, S.C.R.L.S. #5933, dated December 4, 1985, revised February 19, 1985, and recorded in the office of the R.M.C. for Charleston County in Plat Book BD at page 8. Said tract having such size, shape, form, marks, courses, distances, buttings, bounding, and content as will, by reference to said plat more fully appear.

