

AMENDED BK B 268PG291

**"Declaration of Covenants and Restrictions" of
Hickory Hill Plantation Community Association**

THIS DECLARATION made this 17th day of April, 1996, by the Hickory Hill Plantation Community Association Inc. (formally Hickory Hill Plantation Civic Club), a South Carolina non-profit, non-stock corporation, hereinafter called the "Association."

WITNESSETH:

WHEREAS, Hickory Hill Plantation Community Association Inc. (formerly known as Hickory Hill Plantation Civic Club, Inc.), is the organization of a planned community in Charleston County, South Carolina, known as Hickory Hill Plantation, and has recorded Restrictions and Covenant and created certain easements upon said property by instrument by STS Engineering, INC., dated December of 1974, and recorded in the R.M.C. Office for Charleston county in plat book(s) AE page 77, AX page 137, AY page 147, AR page 53, AY page 84, AX page 135, AE page 136 and AJ page 87 therein referred to as "Declaration of Covenants and Restrictions"; and in addition thereto has established Hickory Hill Plantation Community Association for the purpose of protecting the value and desirability of said lands.

Know all men by these presents, that the undersigned, being duly authorized by a majority of the then Owners of the Lots in Hickory Hill Plantation, do hereby covenant and agree on behalf of their successors and assigns, with all persons who shall hereafter purchase or now own Lots in the subdivision known as Hickory Hill Plantation.

Further, that this "Declaration of Covenants and Restrictions" represents an amendment of covenants and restrictions recorded at Book J 106 page 49 on 17 March 1975 in the R.M.C. Office for Charleston County and that said amendment was duly approved by a vote of the then Owners of the Lots in said subdivision and that the real property described as the Property section hereof is and shall be hereafter held, transferred, sold, conveyed, given, donated, leased, occupied and used subject, among others, to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, liens, and By-Laws, as set forth herein.

ARTICLE I - DEFINITIONS

Section 1 Definitions & Terms

The following words and terms, when used in these Covenants or any supplemental declaration of covenants (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Architectural Review Committee" - a group of elected members whose function is to promote harmony of the design and location of external structures, ensuring compatibility with existing surrounding structures and topography. The Architectural Review Committee is assigned to the Association by the Board of Directors and shall be composed of at least three (3) but not more than nine (9) Members of the Association, other than officers.
- (b) "Assessment" - shall mean a mandatory fee levied upon each Lot Owner used for the payment of debts incurred by the Association such as city and local taxes, providing Common area maintenance and the costs involving the protection, value and desirability of property.
- (c) "Association" - "Hickory Hill Plantation Community Association", hereinafter called the "Association", (formerly known as Hickory Hill Plantation Civic Club, Inc.) shall mean and refer to Hickory Hill Plantation Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (d) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Hickory Hill Plantation Community Association for the common use and enjoyment of the Owners and Residents and designated as Common Area in the deed conveying the property to the Association. The Common Area shall include community parks, playgrounds, recreational areas, pedestrian trails, pedestrian lighting, walkways, landscaping, and such other property as is owned by the Association and designated as Common Area in the deed conveying such property to the Association. Common Area may be conveyed to the Hickory Hill Plantation Community Association subject to all applicable restrictive covenants of record, and when tendered, title thereto shall be accepted by the Hickory Hill Plantation Community Association.
- (e) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association as set forth herein, including a reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration of Covenants and By-Laws.
- (f) "Declaration of Covenants" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Restrictions, Charges and Liens for Hickory Hill Plantation Community Association, Inc., to which the By-Laws are attached and recorded as a part thereof, as amended.

- (g) "Lot" shall mean and refer to all platted Lots on which Residential Units are constructed, or are to be constructed, as shown on a recorded plat of a portion of the Properties. The term Lot shall include the Residential Unit constructed thereon when the context of use would reasonably imply such construction.
- (h) "Member" shall mean and refer to all duly paid Property Owners of the Hickory Hill Plantation Community Association.
- (i) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security to the performance of an obligation.
- (j) "Properties" shall mean and refer to the real property, together with such additional real property as the Hickory Hill Plantation Community Association may own or acquire and which the Association makes subject to the Declaration of Covenants and By Laws.
- (k) "Resident" shall mean and refer to those persons residing in a Residential Unit.
- (l) "Residential Units" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in way of illustration but not limitation) detached single family homes on separately platted Lots, as may be developed, used and defined as herein provided or as provided in subsequent declarations covering all or a part of the Properties. The term residential Unit shall include within its meaning separately platted residential building Lots upon which structures have not been erected, or is in the process of being erected, but which have been platted and made subject to this Declaration.

ARTICLE II - PROPERTY & USE

Section 1 Property

- (a) The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Charleston County, South Carolina.
- (b) Every Owner of a Lot is subject to assessment and shall be a member of Hickory Hill Plantation Community Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.
- (c) Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:
 - (1) The right of the Association to suspend the voting rights and right of use of the Common Area by an Owner for any period during which any assessment against the Owner's Lot remains unpaid and has been notified in writing of violation of any covenant or By-Law and the violations remains uncured; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) Each Owner shall be a Member, and shall be entitled to one vote for each Lot owned. Where more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be cast as a whole and exercised as the Owners thereof shall determine. In no event shall more than one vote be cast with respect to any Lot nor shall the vote appurtenant to any Lot be cast in fractional part.

Section 2 Delegation of Use

- (a) Any Owner may delegate, the Owner's right of use and enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside in a Residential Unit.

Section 3 Property Prohibitions and Allowances

- (a) The following property prohibitions and allowances shall apply to all Owners Lots:
 - (1) All Lots in this subdivision are known and designated as Residential Lots. No structure shall be erected thereon, other than one detached single family dwelling, not to exceed three stories in height.
 - (2) No building, wall, fence, storage shed, children's playhouses, pool houses or cabanas, above ground swimming pool (except children's pool), or other structure shall be commenced, erected, or maintained upon Lots in the community, nor shall any exterior addition to any existing structure or structure change or alteration herein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same, have been submitted to and approved in writing by the Architectural Review Committee, as to the harmony and compatibility of the external design and location with the surrounding structures and topography. Completed structures, fences and pools erected prior to the execution date of this amended covenant shall be allowed and "grandfathered".
 - (3) Satellite antennas or dishes equal to or less than twenty-five (25) inches in diameter are allowed in any area in the rear of the property as long as the satellite antenna or dish is not visible from any road right of way. Radio receive and transmit towers are prohibited.

- (4) No trash, rubbish, junk, stored material, wrecked or inoperable vehicles or similar unsightly items shall be permitted outside of an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service. The Architectural Review Committee's notice of violation shall be sufficient, if it states in substance: "You are in violation of (*specify violation(s)*) contained in Article II, Section 3 of the Association's Covenant."
- (5) No Lot may be altered in any manner which would interfere with the drainage of the subdivision.
- (6) No temporary structure of any nature, unless otherwise specifically allowed, shall be erected in this subdivision. At no time shall a house trailer, mobile home, habitable motor vehicles, tent, shack, garage, or other outbuilding be used as a residence either temporarily or permanently. No trailer may be parked or shack erected for construction purposes on any Lot in this subdivision.
- (7a) Every attempt should be made by owners to store recreational vehicles (RV's), boats and trailers within enclosed garages or areas that are adequately concealed from the street and from any adjoining Lot. Owners with temporary visiting guests having RV's, boats or trailers may park on the Owner's Lot for the reasonable time duration of the guest's visit.
- (7b) No RV's, boats or trailers shall be parked overnight on any street.
- (7c) No truck, tractors or commercial vehicles over one ton capacity shall be kept, stored or parked on any street or on any Lot, except with in enclosed garages or adequately concealed area from the street and f from any adjoining Lot.
- (7d) Continued overnight parking of vehicles on streets is discouraged.
- (8) Prohibition shall not apply to the following structures: children's swing sets or similar playground equipment; children's tents for other than residential purposes; in-ground pools; children's wading pools; and firewood storage racks for personal use only. In-ground pools must be located in the rear of the main dwelling and shall not be located nearer than ten (10) feet to any Lot line. The building of in-ground pools must meet all local and county laws before construction may be started.
- (9) No portion of any building shall be erected nearer than 30 feet to any front line bounding on a street, or 20 feet on a side street, no nearer than 10 feet to any side Lot line bounding on the street. Garages or carports may be located no nearer than 8 feet from any side Lot line and no nearer than 35 feet to any rear Lot line. No trash or refuse may be piled or anything stored on the 3 foot areaway around the detached garage on corner Lots. The determination as to which portion of the Lot is the front Lot line shall be determined by the Architectural Review Committee. However, if any Owner shall elect to use two (2) or more Lots for one (1) residence, the boundary line between the Lots so used shall be regarded as non-existing for the purpose of determining the set-back of the structure. The set-back provisions herein prescribed may be altered by the Architectural Review Committee whenever in their judgment, the topography or configuration of any Lot renders the set-back provisions as herein prescribed unreasonable or imposing undue restrictions on that Lot or the Owners thereof. All buildings must conform to local and state building regulations for residential structures.
- (10) No residential Lot or Lots within this subdivision shall be re-subdivided, rearranged or altered in any fashion herein above referred to. The exception to this is that side Lot lines may be relocated, with the approval of the Architectural Review Committee.
- (11) No single story residence erected on any Lot shall have less than 1,700 square feet of floor space, excluding a garage or carport. No residence of one and one-half stories or two story houses erected on any Lot shall have less than 2,000 square feet of floor area excluding garage or carport. No residence of two and one-half or three story house erected on any Lot shall have less than 2,500 square feet of floor area excluding garage, carport. The term floor area shall be defined as the heated living areas of the main structure exclusive of porches of any type, decks, breezeways, or stoops.
- (12) Fences within the front yards will not be allowed between the road right-of-way and the house. Rear yard fences are allowed, but shall not be over six (6) feet in height. The reference to the front of the dwelling refers to the dwelling on the Lot upon which the fence in question is erected. It does not refer to those situations where a fence in the backyard of one dwelling may, by the fact of its location, extend past the front of another dwelling. All Owner Lot fences are preferred to be made of materials such as wood, chain link or brick. Other types of fences require the Owner to request a variance.
- (13) All driveways shall be paved and tied in to paving at the street. No coping shall be higher than the paving tied into the street.
- (14) Easements for installation and maintenance of the utilities and the drainage facilities are reserved as shown on the applicable plat.
- (15) No noxious or offensive activity shall be carried on upon any Lot, common property, street, or lakes or bodies of water in the subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (16) No school bus shall be parked within the subdivision boundaries.

- (17) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets (in reasonable numbers) may be kept, provided that they are not kept, bred, or maintained for commercial purposes. An animal housed in connection with a law enforcement occupation is permitted. All animals must not constitute a nuisance or cause unsanitary conditions.
- (18) Pets must be kept quiet and secured by a leash or lead, or under control of the Owner or other responsible person and obedient to that person's commands any time they are permitted outside of the house or other dwelling, or other Architectural Review Committee approved enclosure, for the maintenance and confinement of pets. No pets are allowed to roam free in the subdivision.
- (19) No wash may be hung out to dry, or to air in the portion of any Lot facing the street.
- (20) No exposed fuel, gas or oil containers shall be permitted on any Lot. This does not apply to gas grills, either permanent or portable.
- (21) No water vehicle in excess of seventeen (17) feet shall be permitted on the lakes. No water vehicle shall be propelled by means other than oar, paddle, sail, or electric motor.
- (22) The only signs to be permitted are those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any real estate dealer who may handle the property. However, in no event shall any sign exceed six (6) square feet in area. This does not include the signs awarded by the garden club, garage sale signs of a temporary nature, and Association meeting signs.
- (23) The exterior of any building shall be of solid brick, brick veneer, B-Grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Review Committee. No structure shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks.
- (24) No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which adversely affect the surface grade of surrounding Lots, unless approved by the appropriate governmental body or agency and the Architectural Review Committee.

ARTICLE III - PURPOSE AND POWERS OF THE ASSOCIATION

Section 1 Association Management

- (a) The affairs of the Hickory Hill Plantation Community Association shall be managed by a duly elected Board of Directors. The number of directors may be changed by amendment of the By-Laws of the Association. All directors must be members of the Association in good standing.
- (b) The Board of Directors shall have the authority to act on anything not specifically covered by the By-Laws or the Declaration of Covenants.
- (c) The Architectural Review Committee shall be elected by the Board of Directors. The Architectural Review Committee will serve for a two year term.
 - (1) Subject to the established general guidelines, the Architectural Review Committee shall, within 60 days of the approval of these amendments, establish written procedures and rules governing the operation and function of the committee. Copies of these procedures and rules governing the operation and function of the committee shall be made available upon request. Said rules and procedures shall be binding and can be amended only by a majority of the then Owners of Lots in the subdivision once they are adopted by the committee.
 - (2) The Architectural Review Committee shall provide approval for items specified in Article II, Section 3 within 30 days after the Lot Owner's request submittal. In the event that any property Owner shall feel aggrieved by the refusal of this committee to grant the approval for items specified in Article II, Section 3, then such property Owner shall have the right to appeal to the property Owners in this subdivision. By an appropriate written instrument, two thirds (2/3) of said property Owners may overrule the decision of the said architectural committee. The aggrieved property Owner may proceed as if the approval of said committee had been granted in the first instance if said appeal is allowed.
 - (3) No member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by said committee nor for any structural defects in any work done according to such plans or specifications approved by the committee. No member of the Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section or to any Owner of property affected by these covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve, or disapprove any such plans or specifications.
 - (4) The Architectural Review Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction and six (6) months on the completion of the exterior.

Section 2 Authorization and Powers

(a) The powers and responsibilities of the Board of Directors are as follows:

- (1) Exercise and enforce all of the powers and privileges and to perform all of the duties and obligations of the Hickory Hill Plantation Community Association as set forth in the Declaration of Covenants and Restrictions as the same may from time to time be amended;
- (2) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants and Restrictions. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Hickory Hill Plantation Community Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (3) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Hickory Hill Plantation Community Association, provided a majority vote of the Association is provided.
- (4) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of South Carolina, by law may now or hereafter have or exercise.

Section 3 Interpretation

- (a) The Board of Directors of the Association shall have the right to determine all questions arising in the connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and their determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation and construction that are in the best interests of the community.
- (b) In case of any conflict between the Covenant and the By-Laws, the Covenant shall control.

Section 4 Notice and Quorum

- (a) Written notice of any meeting called for the purpose of taking any action that requires member voting shall be provided to all Members not less than thirty (30) days in advance of the meeting. This notice may be by letter or by community advertisement. Lot Owners not residing in the subdivision shall be notified by mail.
- (b) At a general session meeting called to conduct general community business, the assent of the majority of legal votes cast by Lot Owners, proxies or ballots shall constitute a quorum vote. This quorum requirement does not apply to quorum requirements relating to General and Special Assessments. Quorum voting requirements for General and Special Assessments are contained Article IV, Section 5.

ARTICLE IV - MAINTENANCE ASSESSMENTS

Section 1 Purpose of Assessments

The assessments levied by the Hickory Hill Plantation Community Association shall be used exclusively to promote the recreation, health, safety, welfare, aesthetics and tranquillity of the Residents and Owners; for the improvement and maintenance of the Common areas; areas where the Association has assumed responsibilities; and to perform such services for Owners as authorized in this Declaration of Covenants.

Section 2 Personal Obligation of Assessments

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 to the Hickory Hill Plantation Community Association: (1) annual General Assessments as provided for in the General Assessment section hereof, and (2) assessments for major capital improvements as provided for in Special Assessments section hereof, such assessments to be established and collected under the restrictions provided in Article IV, Section 5.

Section 3 Annual General Assessments

- (a) On January 1 of the year immediately following the recording of the amended Declaration of Covenants for Hickory Hill Plantation, as amended, in the office of the R.M.C. for Charleston County, South Carolina, the annual General Assessment shall be Forty Dollars (\$40.00) per Lot. Thereafter, the annual General Assessment will be determined by the Board of Directors under the following restrictions of the Covenant:
- (1) From and after January 1 of the fourth year immediately following the establishment of the initial General Assessment (\$40), a single increase in the General Assessment may be invoked without a vote of the membership, not more than \$10.00 above the initial General Assessment.
 - (2) From and after January 1 of the year immediately following the establishment of the initial General Assessment, the annual General Assessment may be increased by an amount greater than permitted in paragraphs above by a vote of all Members, voting in person by proxy or by ballot, governed by the restrictions provided in Article IV, Section 5.
- (b) The Board of Directors shall prepare a budget covering the estimated costs of operating the Hickory Hill Plantation Community Association during the coming year. The budget may include a contribution establishing a reserve fund. The Board shall cause a copy of the budget, and the amount of the annual General Assessment to be levied against each Owner for the following years, to be delivered to each Owner.

Section 4 Special Assessments for Capital Improvements

In addition to the annual General Assessments authorized above, the Hickory Hill Plantation Community Association, under the restrictions provided in Article IV, Section 5, may levy, in any assessment year, a special assessment ("Capital Assessment") applicable to that year only. Special Assessments are needed only when funds are required that the General Assessment can not fulfill. The purpose of Special Assessments is to defray, 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 special assessment conforms to the restrictions contained in Article IV, Section 5.

Section 5 Quorum Requirements for Any Action Authorized Under Sections 3 and 4

- (a) Any action authorized under Article IV, Section 3 (General Assessments) shall conform to the following voting requirement.
- (1) Assent of two-thirds (2/3) of the legal votes cast by Lot Owners, proxies or ballots shall constitute a quorum vote.
- (b) Any action authorized under Article IV, Section 4 (Special Assessments) shall conform to the following voting requirement.
- (1) Assent of three-quarters (3/4) of the legal votes cast by Lot Owners, proxies or ballots shall constitute a quorum vote.

Section 6 Wavier of General and/or Special Assessments

If an Owner, because of unforeseen and catastrophic circumstances, is financially unable to fulfill the Assessment requirement, the Board of Directors have the right to change, amend or release any of the foregoing Assessment requirements affecting the subject Owner. The Board of Directors shall conduct a yearly review of the conditions by which the Assessment wavier was granted, and if deemed necessary and appropriate, re-issue the wavier for each following year. The Board of Directors may, at their discretion, require from the Owner adequate evidence that supports the need for a wavier. All correspondence and documentation, both verbal and written, associated to this section shall be recorded and filed by the Association's secretary.

Section 7 Exempt Property

- (a) The following property, individuals, partnerships, or corporations, subject to this Declaration shall be exempt from the assessment, charge or lien herein:
- (1) The grantee in conveyances made for the purpose of granting utility easements;
 - (2) All Common Properties;
 - (3) Property used for the maintenance and service of facilities within the Common Properties;
 - (4) Water and Sewer Facilities.

Section 8 Uniform Rate of Assessments Due Dates

- (a) Both the annual General Assessments and Special Assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis by the Board of Directors.
- (b) The annual assessments provided for herein shall commence as to a Lot on the first day of the month following recordation of this declaration subjecting said Lot(s) to this Declaration. Persons becoming members subsequent to January 1 of each year shall pay assessments prorated as of the date of initial membership. The date when membership assessment payments are due will be determined by the Board of Directors.

Section 9 Effect of Non-Payment of Assessments

- (a) Any assessments not paid within thirty (30) days after the date of invoice shall become delinquent together with a late payment penalty of Five (\$5.00) Dollars. A "Notice of Delinquency" shall be forwarded to the Owner by the Board of Directors.
- (b) If the assessment is not paid within sixty (60) days after the invoice date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include a late payment penalty on each assessment, together with reasonable attorney's fees together with all other costs of the action. The personal obligation for delinquent assessments shall not pass to the Owner's successor(s) in title, unless expressly assumed by such successor(s).
- (c) In addition to the remedy described above to which the Association is entitled, the Association's Board may impose against an Owner a reasonable fine of up to Five (\$5.00) Dollars per day for the Owner's intentional violation of the General and Special Assessment conditions applicable to the Covenants and the By-Laws of the Hickory Hill Plantation Community Association, Inc. pursuant hereto. Such fines shall be collected by individual assessment for each day in which violation occurs or continues. The fine provided for herein shall commence on the 61st day after the date of invoice.

Section 10 Subordination of the Lien to Mortgages

The lien of the assessments 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 mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from lien thereof.

Section 11 Reserves and Surplus

The Association's Board may establish from time to time, financial reserves for such lawful purposes as in its sole discretion it may determine to be necessary or desirable for the greater financial security of the Hickory Hill Plantation Community Association and the effectuation of its purposes. The Hickory Hill Plantation Community Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining. The Hickory Hill Plantation Community Association shall not be obligated to apply any such surplus to the reduction of the amount of the assessment in the succeeding year, but may carry forward the same from year to year.

ARTICLE V - COMMON AREA PROPERTIES

Section 1 Operation and Maintenance

The Association shall operate and maintain and keep in good repair the Common Area Properties. Such operation and maintenance of the Common Areas shall be funded by the General Assessments. Maintenance shall include, but not be limited to, maintenance, repair and replacement, of all landscaping, structures and improvements.

Section 2 Entry Restrictions

The granting of the easement in the Common area in no way grants to the public or to any Owner of any land outside the Hickory Hill Plantation the right to enter such common areas without the expressed permission of the Hickory Hill Plantation Board of Directors. This restriction does not apply to a member's bona-fide guest that is in the physical presence of said member.

ARTICLE VI - GENERAL PROVISIONS

Section 1 Violation and Enforcement

If any person, firm or corporation shall violate or attempt to violate any of the Covenants, Restrictions or the By-Laws of Hickory Hill Plantation Community Association, or any regulations promulgated pursuant thereto, it shall be lawful for the Hickory Hill Plantation Community Association Board or, any person, firm or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or equity against the person, firm or corporation violating or attempting to violate the same, to take such appropriate action necessary to correct any violations and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if (s)he prevails.

Section 2 Severability

Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

Section 3 Amendment

This Declaration of Covenants and Restrictions shall bind all persons claiming any interest in the land and run with the land for a period of ten (10) years from the date of recording with the R.M.C., after which time they shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the Owners of Lots has been recorded terminating the Covenants. This Declaration may be amended at anytime from time to time by an assent vote by a majority of the Lot Owners.

ARTICLE VII - INSURANCE

Section 1 Liability & Hazard Insurance

- (a) The Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements on the Common Areas and may, by written agreement with any other association in the Properties subject to this declaration, assume the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.
- (b) The Board shall also obtain, if deemed necessary, a public liability policy covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have minimum property damage limits or in such amount as the Board shall deem necessary from time to time.
- (c) Premiums for all insurance on the Common Areas shall be common expenses of the Association included in the General Assessment. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 2 Disbursement of Insurance Policies Proceeds

- (a) Proceeds of the insurance policies shall be disbursed as follows:
 - (1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area, or in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners if any Residential Unit is involved and with their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvement account. This is a covenant for the benefit of any mortgagee of a Residential Unit and may be enforced by such mortgagee.
 - (2) If it is determined as provided for in Article VII, Section 3, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Article VII, Section 2(a)(1) hereof..

Section 3 Damage and Destruction.

- (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.
- (b) Any damage or destruction to the Common Area shall be repaired or reconstructed at the discretion of the Board of Directors.
- (c) In the event that it should be determined by the Board of Directors that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area in a neat and attractive condition.

Section 4 Repair and Reconstruction

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors may, upon approval by a vote of the Members in accordance with Article IV Section 4, levy a Special Assessment against all Owners in proportion to the number of Residential Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

DON SANDUSKY
2962 FOXHALL RD.
CHARLESTON SC 29414

BK B 268PG350

70.00
15.00
72.00
A

IN WITNESS WHEREOF, the undersigned, being duly authorized by a majority of the Owners of the Lots in Hickory Hill Plantation subdivision as evidenced by the signatures on the ballots which are attached hereto and incorporated herein, have caused these covenants to be executed this 7TH day of APRIL 1996.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HICKORY HILL PLANTATION
COMMUNITY ASSOCIATION,
formally known as Hickory Hill Civic Club

Brian Rodda

Brian Rodda

Donald Sandusky

Donald Sandusky, President,
Hickory Hill Plantation Community Association

Lynda A. Silvers

Lynda Silvers

Ronald Hyder

Ronald Hyder, Chairman, Board of Directors,
Hickory Hill Plantation Community Association

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PROBATE

PERSONALLY appeared before me, Brian Rodda who, on oath, say that (s)he say the within named Board of Directors of Hickory Hill Plantation Community Association, Inc., by Donald Sandusky and Ronald Hyder Director, sign and seal the within Instrument, and as the act and deed of the Corporation, deliver the same, and that (s)he with Donald McDaniel witnessed the execution thereof.

Brian Rodda

Brian Rodda

SWORN to before me this 17th day of April, 1996

Lynda A. Silvers

Lynda Silvers, Notary Public for South Carolina

My commission expires Nov 18, 1996

FILED

B268-291
96 APR 18 AM 9:13

CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC