

BK W320PG001

**AMENDED DECLARATION AND RESTRICTIONS
SNEE FARM COMMUNITY FOUNDATION, INC.
(THIS AMENDED DECLARATION EXECUTED IN 1999
REPLACES & SUPERSEDES ALL
COVENANTS CONDITIONS, & RESTRICTIONS)**

This DECLARATION is made this 24 day of February 1999, by the SNEE FARM COMMUNITY FOUNDATION, INC., a South Carolina corporation, hereinafter called Foundation.

WHEREAS, Snee Farm, Inc., as Developer, filed a Declaration Of Covenants, Conditions, and Restrictions ("Original Declaration"), dated February 23, 1971, and recorded March 22, 1971, in Book F96, Page 62 in the RMC Office for Charleston County; and

WHEREAS, Snee Farm, Inc., as Developer, also recorded various sets of Restrictions as listed on Exhibit "A" attached hereto and made a part hereof by this reference, that governed different phases and areas of Snee Farm Subdivision; and

WHEREAS, the Original Declaration and the Restrictions listed on Exhibit "A" provide that they may be amended by an instrument signed by two-thirds (2/3) of the homeowners; and

WHEREAS, Snee Farm Community Foundation, Inc. ("Foundation") called a special meeting of the members on the 17 day of September, 1998, and it was voted to amend and restate the Original Declaration and all the Restrictions such that they would be embodied in one document and the Board was requested to acquire the signatures necessary to amend the Original Declaration and Restrictions and restate them as provided herein; and

WHEREAS, the signatures have now been acquired, the Foundation has therefore filed

the within Amended Declaration And Restrictions Snee Farm Community Foundation, Inc. (hereinafter referred to as "Declaration").

NOW, THEREFORE, the Original Declaration and all the Restrictions as listed on Exhibit "A" are hereby amended and restated and the within Declaration supersedes the Original Declaration and all Restrictions.

NOW, THEREFORE, the Foundation as the owner of Common Area in Snee Farm, as those terms are defined below, and by its Articles of Incorporation, and its By-Laws, is charged with the responsibility of administering this Declaration, hereby declares that it shall seek to achieve the following objects in discharge of that responsibility:

- I. To establish and maintain a tranquil existence and a high quality of life for Residents of Snee Farm;
- II. To prevent the abuse or unwarranted alteration of trees, vegetation, lakes, ponds, waterways and the natural character of the land in Snee Farm;
- III. To establish standards for the construction, upkeep and occupation of Residences and Lots in Snee Farm directed toward assuring quality housing that is aesthetically pleasing and that is compatible with the above-recited high quality of life; and
- IV. To help establish and maintain property values in Snee Farm that are comparable to those in other quality residential communities of like nature in the tri-county region.

The, Foundation further declares that the real property described in Article II, below, is subject to this Declaration and is and shall be held, occupied, transferred, sold, conveyed, and

used subject thereto. This Declaration attaches to and runs with the described property and all present and future Owners are subject thereto.

EFFECTIVE DATE: THIS AMENDED DECLARATION SHALL become effective when approved in writing by two-thirds (2/3) of the Owners in Snee Farm and duly recorded in the RMC Office for Charleston County, South Carolina.

ARTICLE I.

Definitions

A. Board means the Board of Directors of Foundation that is elected by Owners to govern and administer Foundation, as set forth in detail below.

B. Common Area means the real property, lakes, ponds, and waterways, together with any amenities and improvements thereon or thereto, owned, leased, or occupied by Foundation for the Common use and enjoyment of Owners.

C. Declaration means this Amended Declaration and Restrictions Snee Farm Community Foundation, Inc., and future amendments and supplements thereto.

D. Foundation means Snee Farm Community Foundation, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina, as evidenced by its Articles of Incorporation, Charter Number 9173, given the 19th day of February, 1971, by the Secretary of State, State of South Carolina.

E. Lot means a parcel of land subject to this Declaration and shown as a numbered parcel or Lot of land upon one of the recorded subdivision plats listed in the attached Exhibit B. Common Area is excluded from the definition of Lot.

F. Member means a member of Foundation and means the same thing as Owner.

G. Occupant means a person or persons occupying a Residence on a Lot in Snee Farm.

H. Owner means the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding any person or entity having an interest merely as security for a debt or for the performance of an obligation.

I. Quorum shall mean ten percent (10%) of eligible votes. Absentee voting on ballots provided by Foundation and restrictive proxy votes are included.

J. Residence means a dwelling house on a Lot in Snee Farm.

K. Resident is a person living in a Residence.

L. Screening means the use of natural growth such as live evergreen or other plants, bushes or tree, or man-made materials such as wooden lattices, wood fencing or brick or masonry walls. The purpose of this screening is to conceal from view by neighbors and from the street, boats, garbage cans, wood piles, storage piles, fuel tanks and, if possible, heating and air conditioning equipment.

M. Snee Farm means, for this Declaration, or comprise the Lots in the Residential community in Mount Pleasant, Charleston County, South Carolina, subjected to this Declaration as more fully shown on the recorded Plats.

N. Snee Farm Gardens means Lots 1-18, Snee Farm Gardens on Plat AS page 82, Lots 19-80, Snee Farm Gardens on Plat AT page 77 and Lots 81-89, Snee Farm Gardens on Plat AT page 65 recorded in the RMC Office for Charleston County, South Carolina.

O. New Charlestowne means Lots 37 thru 71 Block H, Lots 5 thru 19 Block J and lots 2 thru 26 Block K as shown on a plat recorded in Plat Book AG page 123 in the RMC

Office for Charleston County South Carolina.

ARTICLE II.

Real Property Subject To Declaration

A. Existing Property: the real property, and improvements thereon, which is and shall be owned, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Mount Pleasant, Charleston County, South Carolina, and is identified as the residential community called Snee Farm consisting of the numbered Lots and Common Area shown on the plats listed on Exhibit "B".

B. Future Property: Additional real property, and any improvements thereon, may be made subject to this Declaration only on written application to the Foundation by the owner(s) of the additional property, and upon written recommendation of two-thirds (2/3) of the members of the Board after conducting a public hearing with the Owners. Said application must include a statement by at least two-thirds of all owners of the additional property expressly agreeing to adopt and abide by this Declaration. Such application and approval shall be promptly recorded in the RMC Office for Charleston County.

C. Foundation may not own, lease, occupy, use, administer, or control any real property in or proximate Snee Farm that is not subject to this Declaration.

D. As a result of a merger or consolidation of Foundation, pursuant to a vote of two-thirds (2/3) of Owners, and pursuant to the laws of South Carolina, Foundation's property, rights and obligations set forth in this Declaration may be transferred to another non-profit corporation, or the properties, rights and obligation of another non-profit corporation may be transferred to Foundation.

ARTICLE III.

Members, Voting Rights, and Meetings

A. Members: An Owner automatically shall be a Member of Foundation in good standing. Provided, however, any person or entity holding such interest merely as security for a debt or obligation shall not be a Member. Where more than one person and/or entity holds the requisite ownership in a Lot, all such persons shall be Members of Foundation. No other person or entity shall be a Member of Foundation.

B. Voting Rights: Members shall be entitled to one vote for each Lot owned; provided, however, where more than one person and/or entity holds the requisite ownership interest in a Lot, there shall be just one vote for each Lot so owned.

C. Voting: Members of Foundation shall vote at Annual and Special Meetings by written ballots of those present. Absentee voting and voting by proxy shall be permitted.

D. Suspension of Member's Rights: Subject to the hearing rights set forth in Article X, The Board, by two-thirds (2/3) majority vote, may suspend the rights and privileges of any Member who violates any of the provisions of this Declaration, including but not limited to, default in the payment of any Annual or Special Assessment levied by Foundation. The suspended Member's voting rights and right to use the Foundation's properties and facilities may be suspended until such violation has been corrected. Violation by a Member or his/her family, guest, or lessee of Member, of the rules and regulations established by the Board governing use of Foundation properties and facilities shall be grounds for suspending Member's membership rights and privileges for up to thirty (30) days.

E. Meetings:

1. Annual Meeting: Each year Foundation shall hold an Annual Meeting during the month of September. Written notice of the Annual Meeting shall be given to all Owners no less than thirty (30) days nor more than sixty (60) days prior to the date of the Annual Meeting. Any matters of concern to Owners and Foundation may be addressed at the Annual Meeting. No business may be conducted at the Annual Meeting unless a Quorum of Owners is present. Absentee ballot votes may be included in counting a Quorum. Forty-eight (48) hours notice must be given to add any item to the agenda.

2. Special Meetings: The Board shall call a special Meeting of Foundation after (a) a vote to call a Special Meeting by a majority of the members of the Board, or (b) upon presentation to the Board of a written Petition requesting a Special Meeting signed by five (5%) percent of the eligible votes. Written notice of the Special Meeting must be given fifteen (15) days prior to the Special Meeting, and the matter(s) to be acted upon at the Special Meeting must be clearly and completely explained in the notice. A matter not clearly explained in the notice of the Special Meeting may not be brought up at the Special Meeting. No business may be conducted at a Special Meeting unless a Quorum of Owners is present. Absentee ballots and proxies may be included in counting a Quorum.

ARTICLE IV.

Owner's Rights in Common Area

A. Easement of Use and Enjoyment: Every Owner shall have a right and easement of use and enjoyment in and to the Common Area, and such easement shall be appurtenant to and

shall pass with title to every Lot.

B. Title: Legal title to Common Area shall be held by The Foundation. Foundation shall not sell, mortgage, pledge, lease, allow to become subject to a lien, or to encumber in any way, the Common Area without prior written approval of two-thirds (2/3) of Board after conducting a Public Hearing of Home Owners concerning the proposed action.

ARTICLE V.

Board of Directors

A. Governing and Administrative Body: The Board shall be the governing and administrative body of Foundation, shall be responsible for administering this Declaration and other affairs of Foundation in accordance with this Declaration, and shall be responsible for the use and maintenance of all Foundation property, as more particularly set forth in this Declaration and the By-Laws of Foundation. Board shall be held harmless from any legal actions taken as a result of their duties.

B. Composition, Vacancies, Term Limitation, and Recall

1. Composition: The Board shall consist of a total of nine (9) Owners who shall be elected by Owners at Annual Meeting. The terms of the Board Members shall be divided into three (3) year periods, and the classes shall be elected on a staggered basis, i.e., one class each year. The Board shall present nominations for Board members at the Annual Meeting. Nominations can also be received from the floor at the Annual Meeting.

2. Vacancies: A vacancy occurring on the Board shall be filled at the next Annual Meeting. One elected to fill a vacancy on the Board will serve for the

remainder of the term of the class in which the vacancy occurred. A vacancy of more than six (6) months shall be filled temporarily by a majority vote of the Board, it being understood that the vacancy shall be permanently filled at the next Annual Meeting. A vacancy of less than six (6) months can be left unfilled.

3. Term Limitations: No Owner may serve on the Board in any capacity, elected or appointed, more than six (6) years consecutively.

4. Recall: A Board Member may be removed from the Board by a majority vote of two-thirds (2/3) of owners present at an Annual Meeting. This decision must be approved by the Board at the next scheduled meeting. The position of the removed Board member may be filled as provided above.

C. Election of Officers: the officers of the Foundation shall be a President, a Vice President, Secretary, and a Treasurer, which shall be elected by a majority vote of the Directors for a term of one (1) year, and shall hold office until their successors are duly elected and qualified. No one shall be eligible for the Office of President, Vice President, or Treasurer who is not a Director of the Foundation and any such officer who ceases to be a Director shall cease to hold office as soon as his successor is elected and qualified. Two (2) offices of the Foundation may be held by one person. The Chairman of the Architectural Review Committee, Maintenance Committee, and Restriction Committee must also be Directors of the Foundation.

ARTICLE VI.

Assessments

A. Annual Assessment: An annual assessment of monies (hereinafter called Annual Assessment) shall be levied by the Board each calendar year against each Lot subject to this

Declaration. Annual assessments against all Lots shall be equal and only one Annual Assessment may be made against a Lot in one calendar year, irrespective of any change in ownership of a Lot during that calendar year.

B. Change in Annual Assessment: The Board shall have the authority to increase the Annual Assessment each year by a percentage increase in the Annual Assessment over that of the preceding year not exceeding the annual percentage increase, if any, in the Consumer Price Index All Items ("CPI-U") for that preceding year, as published by the U.S. Department of Labor. An annual assessment increase exceeding that amount must be approved by two-thirds (2/3) vote at an Annual Meeting of those present or represented by proxy.

C. Special Assessment: In addition to the Annual Assessment provided in paragraph A of this Article VI, Foundation may levy, in an assessment year, a special assessment (hereinafter called Special Assessment) upon a vote of two-thirds (2/3) of Owners present at an Annual or Special Meeting of those present or represented by proxy.

D. Purpose of Assessments: Annual and Special Assessments shall be used for promoting the recreation, health, safety and welfare of Owners in accordance with the responsibilities and objectives of Foundation, for the payment of taxes, levies and assessments lawfully owed by Foundations, and in particular, for the improvement, maintenance and repair of Common Areas, services and facilities in Snee Farm that are the responsibilities of Foundation.

ARTICLE VII.

Creation of Charge and Lien; Personal Obligation of Owner, Transfers

A. Charge and Lien on Lots: Each Lot defined in Article II, above, is hereby made subject to a lien and permanent charge in favor of Foundation for Annual and Special

Assessments, and each Lot hereafter made subject to this Declaration shall automatically be subject to said lien and permanent charge at the time such Lot is made subject to this Declaration.

B. Personal Obligation of Owner: Each Owner of a Lot which is or shall become subject to this Declaration, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, whether or not such document shall be signed by such Owner, and whether or not such Owner shall otherwise consent in writing, shall be deemed to be subject to this Declaration and deemed to covenant, promise and agree to pay Annual and Special Assessments Foundation.

C. Transfer of Ownership: It shall be the responsibility of the purchaser of a Lot from an Owner to call or write the Treasurer of the Foundation, or other designated representative, to determine the current assessments and if there are any past due assessments to be paid at closing. The purchaser shall also furnish to the Foundation their name, address, and telephone number where they wish to receive notices and billing for their assessments. A purchaser failing to collect the past due assessment from a former Owner shall remain liable for such past due assessments.

ARTICLE VIII.

Use of Lots; Architectural Control Committee

A. The Board shall establish an Architectural Control Committee (ACC) of not less than three (3) Owners whose duties and responsibilities are as set forth immediately below.

1. Help establish and maintain a tranquil existence and a high quality of life for residents of Snee Farm.

2. Prevent excessive or unsightly grading, indiscriminate earth moving or clearing of Lots and Common Areas, removal of trees and vegetation which could cause disruption of established water courses or scar natural land forms.
3. Assure that the location, architectural design, building materials and colors of Residences (existing and proposed) are visually and aesthetically harmonious with the Lot's overall appearance, history and cultural heritage; with surrounding Lots, Residences and Common Area; with native vegetation; and with development plans approved by any governmental or public authority for the area in which the Residence is proposed to be located.
4. Assure that landscaping is aesthetically pleasing and is harmonious with its Lot and with proximate Lots.
5. Assure that any new Residence, structure, landscaping, and any improvement on a Lot complies with the provisions of this Declaration.

B. Seeking Approval of Architectural Control Committee (ACC)

1. No Building or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior changes, additions, or alterations be made to a Residence or other improvements to a Lot unless approved by the ACC. Any Owner desiring to build, rebuild, maintain, paint, or make other improvements to the exterior of a Residence or other improvements upon a Lot must obtain prior written approval from the ACC. An Owner must submit in writing to ACC a complete and detailed set of plans and specifications to the ACC prior to project commencement. The plans and specifications shall be in such detail that the ACC may confidently be able to discern all work to be done and its end result. If the ACC is of the opinion that the submitted material is inadequate, it promptly shall request additional written information from Owner. Upon submitting the application or plans to the ACC, the Owner grants to the ACC a right of entry easement across the Lot for purposes of carrying out the duties of ACC. The ACC may withhold approval for aesthetic reasons as long as based upon guidelines and regulations which the ACC may adopt and amend from time to time.

2. ACC shall render a written approval and/or disapproval to Owner within thirty (30) days after a completely satisfactory set of plans and specifications has been submitted to the ACC. Failure of the ACC to act on the submitted satisfactory plans within the thirty (30) day period shall be considered approval.

3. If Owner is displeased with a decision of the ACC, a written appeal may be taken within fifteen (15) days of the decision to the Board which shall sit as a review board. The appeal shall be heard at the next regular Board meeting. The Board shall render its written decision on the appeal within ten (10) days. Failure of the Board to render its decision within the specified time shall be considered a decision favorable to Owner.

ARTICLE IX.

Specific Restrictions which apply to All Lots in Sneer Farm

The Specific Restrictions set out in this Article IX shall apply to all Lots in Sneer Farm.

A. Building Height and Construction, Setbacks, Building Lines, Square Foot Restrictions and Easements: Attached as Exhibit "C" is a list of all Lots subject to this Declaration together with the building height and construction restrictions, setback and building line restrictions, square foot restrictions and certain easements applicable to said lots. No changes are being made to these specific restrictions from the original restrictions as previously recorded. The attached Exhibit "C" sets forth the enumerated items and the operative dimensions, areas, features, etc., that shall be effective from the effective date of this Declaration. Provided, however, in the event any of the items set out on Exhibit "C" have been modified or varied in writing as they effect a particular lot by an entity having authority to do so, the modification or variance shall remain in effect as to the lot effected.

In addition to the easements set out in Exhibit "C" the property described in Article II shall also be subject to any other easements of record effecting said property.

B. Residential Use of Lots: All Lots shall be used exclusively for single-family

residential purposes.

C. Prohibition Against Business Activity and "Time Sharing" Use:

1. Any business which detracts from the exclusively residential character of Snee Farm is prohibited. Prohibited businesses include, but are not limited to, a rooming house, boarding house, gift shop, antique shop, professional office, beauty/barber shop, or day care center. Provided, however, that nothing contained herein shall be construed to prohibit an Occupant from engaging in any lawful activity so long as (i) no stock in trade is kept in an area open to public view, (ii) no commodities are sold, (iii) no mechanical equipment is used except such as normally used for family or household purposes, (iv) no exterior indication is made that the Residence is being used for any purpose other than a dwelling, and (v) no clientele visit the Lot or Residence for business purposes.

2. No vehicle or craft shall be displayed on a Lot or any Common Areas for the sole purpose of sale. "Garage sales" or "yard sales" of no more than two (2) days duration may be held on a Lot, but no more than two (2) times per year.

3. No Lot or Residence shall be owned, used or operated so as to constitute such Lot or Residence a "time sharing unit" within the meaning of the South Carolina Code of Law Sections 27-32-10 or of any prior regulations amended.

No Lot or Residence shall be owned, used or operated so as to constitute such Lot or Residence as "time sharing unit" within the meaning of such statutory provisions.

D. Combining Lots: Lots may be combined to form one single building plot upon

prior written approval of ACC. In such case, the setback, building line, area, easements, and similar requirements set forth in the attached Exhibit "C" must be adhered to by the combined Lot. The Owner or Owners combining Lots shall be responsible to relocate any utility lines located within a former side Lot line easement.

E. Timely Construction: Once construction or improvement of a Residence or landscaping is started, the construction or improvement must be substantially completed within six (6) months of its commencement. All construction sites must be maintained in an orderly fashion and all debris must be placed in an approved trash container or removed within forty-eight (48) hours.

F. Re-Building Requirement: A Residence or outbuilding on a Lot which has been destroyed in whole or in part by earthquake, fire, windstorm or any other cause or by act of God, must be rebuilt with reasonable promptness. Alternatively, the damaged or destroyed Residence or outbuilding and all debris must be removed from the Lot and the Lot shall be restored to a natural condition within four (4) months. No temporary building may be moved from another location to a Lot.

G. Outbuildings, Temporary and Mobile Structures, and Vehicles: No structure of a temporary nature shall be allowed to remain on any lot, and no trailer, camper, motor home, bus, truck, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence or as a storage facility on any Lot, either temporarily or permanently, without prior written approval of the Board.

H. Utility Systems:

1. Water & Sewer System: All Residences must be operatively connected to the water supply & sewage system of Mount Pleasant Waterworks, its successors and assigns, except for irrigation. No other water supply system or sewage system shall be permitted upon any Lot. All plumbing fixtures on a Lot intended for the discharge of wastewater, including but not limited to sinks, tubs, dishwashers, toilets or sewage disposal systems shall be connected to the sewage system of the Mt. Pleasant Waterworks, its successors and assigns. Specifically, no portable or surface toilets, no slit trench, no septic tanks, no cesspools, or any other type of direct ground discharge sewage system shall be permitted on a Lot. However, upon approval by ACC, a temporary sanitary facility for use by workmen may be placed on a Lot during an approved construction project.

2. Electrical, Telephone, Television and Communications Systems: All cables, wires, pipes, lines and the like for electrical service, telephone service, television, and communication service of whatever types, shall be placed underground in accordance with written plans approved in advance by ACC.

I. Driveways and Garage Entrances: All new driveways or replacements on Lots and entrances to new garages must be surfaced with a permanent hard-surface material such as, but not limited to, concrete, brick, or asphalt. All new driveways must be approved by the ACC.

J. Screening: Whenever screening is required by this Declaration, the following conditions apply to such Screening:

1. Screening shall be of sufficient size to adequately hide the object(s) sought to be screened.
2. For manmade screening, prior ACC approval is required.
3. Manmade screening shall not exceed six (6) feet in height.

K. Vehicles Parking: No vehicle shall be parked overnight on a street or in Common Area in Snee Farm. Vehicles shall be parked only in driveways or garages.

L. Disabled and Unlicensed Vehicles: No disabled, inoperable, partially or wholly wrecked vehicles, or parts thereof, and no unlicensed vehicles shall be parked or kept on a Lot at any time unless within a completely enclosed structure, such as a garage.

M. Garbage, Junk and Trash Disposal, Recycle Collection: All Owners, their families, guests, tenants, and occupants of Residences shall use designated receptacles for the storage of garbage or recyclable material and shall keep those receptacles out of public view from the street, Common Area or an adjoining Lot until the evening before the scheduled collection, at which time the receptacle shall be placed at curbside (not in the street), or other designated location. All trash, including but not limited to, grass clippings, cuttings, branches, tree trunks, household junk, etc., whether in bags or containers, or loose, shall be kept in an obscure place as much as possible out of sight from the street, Common Area, and adjacent Lots until the evening before, if practical, the regularly scheduled collection for trash. All empty garbage and trash receptacles shall be removed from curbside and street by the evening of the scheduled collection day.

N. Lawn Maintenance and Landscape Businesses: Owners and Residents are responsible to assure that the provisions of paragraph N of Article IX of this Declaration are

observed when contract lawn and landscape businesses and individuals perform work on Lots.

O. Signs: No signs of any description shall be displayed on any Lot, with the exception of one "For Sale" or "For Rent" sign per Lot. Said permitted sign shall not exceed six (6) square feet in total surface. No signs of any type may be placed on Common Area without prior written approval of notices. Community Foundation signs, notices, and information are allowed in Common Area.

P. Mail Boxes:

1. All mailboxes and their supports shall be of the same design, approved by the U.S. Postal Service and as specified by ACC. Mailboxes and their supports shall be kept in good repair and appearance.

2. Except for mailboxes, no other type of receptacle for receipt or storage of newspapers or other delivered material shall be erected or maintained on any Lot between the street and the applicable building setback line for that Lot.

Q. Water Pumps, Air Conditioning Units, Fuel Tanks, Firewood Piles, Play Equipment: All exterior water pumps, exterior air conditioning apparatus, and firewood piles on Lots shall be so placed and screened by vegetation or by an ACC approved structure so as not to be visible from the street. Play equipment shall be placed in backyards.

R. Antennas, Dishes, Towers, Communication Apparatus, etc.:

1. No unsightly antenna, tower, dish, rod, wire, array, or communication apparatus intended for the transmission and/or reception of electromagnetic waves may be placed on the exterior of, or erected outside of, a Residence.
2. The installation of miniature satellite dishes for the purpose of receiving TV programming are allowed, provided that:
 - a. where possible the dish is obscured from view by a chimney, roofline or screened in accordance with Article IX, paragraph K of this Declaration, and
 - b. all installations are approved by the ACC.
 - c. in the event any portion of this restriction is deemed to contravene any governmental regulation pertaining to satellite dishes, then the governmental regulation shall apply and the remaining portion of this restriction shall be applicable.

S. Aesthetics, Natural Growth, Screening, Underground Utility Service:

1. Living trees having a diameter in excess of six (6) inches, measured two feet above ground level, shall not be intentionally destroyed except with prior written approval of ACC. Owners who violate the provisions of this paragraph may be required to replace the destroyed tree within thirty (30) days of being so ordered by the ACC.
2. Clotheslines (if permitted), garbage cans, equipment, air conditioning units, wood piles or storage piles shall be screened to conceal them as completely

as possible from the view of neighboring lots, roads, streets, the waterfront or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by the ACC.

3. All dead and severely diseased trees and shrubbery that are unsightly and/or are a potential danger to adjoining Lots or persons, shall be promptly removed by Owner, at Owner's expense, and upon written approval of ACC. All unsightly trees and shrubbery shall be pruned and trimmed to maintain the Lot in an orderly and maintained appearance in accordance with customary Snee Farm appearances. Grass shall be cut and trimmed as required to maintain an orderly and pleasing appearance on Lots.

T. Pets and Animals: No wild animals, livestock, poultry, wild birds, reptiles or amphibians, shall be kept on a Lot. Dogs, cats, fish and birds, in reasonable numbers, which are customarily kept as pets are allowed on Lots. All animals on property must be restrained and not allowed to become a nuisance or annoyance to neighbors. Non-Owner Residents may not keep any pet on a Lot without prior approval of Owner of the Lot.

U. Lakes, Ponds and Waterways:

1. Construction of Structures. No boathouse, dock, pier, piling, raft, wharf, or bulkhead shall be constructed or maintained on or in any lake, pond, or waterway in Snee Farm.

2. No shoreline or bed of any lake, pond or waterway in Snee Farm shall be altered in any way without prior written approval of ACC.

3. Discharge or dumping of liquid or solid materials into the lakes, ponds and waterways of Snee Farm is prohibited, except with the prior written approval of ACC and such Government agencies that apply.

4. No boats, rafts or canoes, etc. in excess of fourteen feet in length shall be permitted on lake, pond, or waterway in Snee Farm, and any boats, rafts and/or canoes, etc. on said lakes or waterways cannot be propelled by any means other than oar, paddle or electric motor without the express written consent of the ACC.

V. Obstructions to view and intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

W. Unsightly Materials. No litter or other material of any unsightly nature, not natural to a well kept and sightly neighborhood, will be retained or allowed to remain on any of the said lots. If the litter or other materials are found on any of the said lots, the same will be removed by the Lot Owner, at the Lot Owner's expense, upon the written request of the ACC. Upon the failure of said Lot Owner to remove such litter or other material within ten days after written notice has been given by the ACC, the ACC shall have the right to remove said litter or other material, and the expense of said removal shall be paid by said Lot Owner.

X. Filling waterways, changing elevations. No Lot shall be increased in size by filling in the water it abuts. No Lot Owner shall excavate or extract earth for any business purpose. No elevation change shall be permitted which materially affects the surface grade of surrounding Lots.

Y. Nuisance and Annoying Activities: No noxious, offensive, or unlawful activity

shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or is a nuisance to nearby Residents. Burning trash, leaves, garage, or construction and reconstruction refuse is prohibited on Lots. A dog barking for an extended time shall be considered an annoyance and nuisance under this Declaration.

ARTICLE X.

Specific Restrictions which apply to all lots in Snee Farm except those lots in New Charlestowne and Snee Farm Gardens

The Specific Restrictions in this Article X shall apply to all Lots in Snee Farm except those lots referred to as New Charlestowne and Snee Farm Gardens. The New Charlestowne lots are lots 37 thru 71 Block H, Lots 5 thru 19 Block J, and Lots 2 thru 26 Block K as shown on a plat recorded in Plat book AG page 123 in the R.M.C. Office for Charleston County South Carolina. The Snee Farm Gardens lots are Lots 1-18, Sneefarm Gardens on Plat AS page 82, Lots 19-80, Sneefarm Gardens on Plat AT page 77 and Lots 81-89, Sneefarm Gardens on Plat AT page 65 recorded in the RMC Office for Charleston County, South Carolina.

A. Buildings: No more than one single family dwelling and a detached garage shall be erected, altered, placed on, or be permitted to remain on a Lot.

B. Fences, Walls, Retaining Walls and Bulkheads: No fences, walls, retaining walls, bulkheads, and the like, shall be erected on a Lot without prior written approval of the ACC subject to the following requirements:

1. The application to the ACC to build a fence, wall, retaining wall, bulkhead, and the like, must include a scaled drawing of the Lot showing the exact location of the Residence, any other structures and relevant features of the

Lot. The application must include a photograph or scaled drawing of the type of fence, wall, etc., to be erected. The finish and color, if any, shall also be included in the application. No chain link or split rail fences are permitted.

2. No fence or wall on a Lot shall project beyond the farthestmost projection of the front of the Residence on that Lot or the fronts of Residences on adjacent Lots, whichever is furthest from the street. No above ground electric fences are allowed. No fence shall obstruct the view of a roadway to constitute a hazard to driving on that roadway.

3. "Good Neighbor" fences, walls, etc., shall be used. That is, all posts and stringers must face toward the Lot of the Owner who is erecting the fence.

4. A fence or wall between Lots shall be not less than four (4) feet nor more than six (6) feet high at any point. Stepped construction must be used if the Lot is uneven.

5. Pressure treated lumber must be used for wood construction.

C. Boats, Watercraft, and Boat Trailers: The storage of non-commercial boats, watercraft and boat trailers (hereinafter referred to as "vehicles" in this Section C) is permitted subject to the following restrictions:

1. One non-commercial boat or watercraft and its trailer may be stored without permission from the Snee Farm Foundation in a back yard, side yard or on a screened (fenced or planted) driveways where they are not in full view from the street in front of the house. Such vehicles may not be permanently stored in unscreened driveways or yards in front of houses unless the owner demonstrates

to the Restrictions Committee that it is not feasible to store the vehicle in the back yard, garage or another location where it is not visible from the street. The Restrictions Committee may require screening of the driveway or yard before granting permission for driveway or yard storage of such a vehicle.

2. Additional boats, watercraft and trailers require permission from the Restrictions Committee and are subject to the same rules provided herein.

3. Temporary (not to exceed two (2) weeks continuous) storage of such vehicles for purposes of maintenance, cleaning, etc. in driveways is permitted.

4. Storage of commercial boats in Snee Farm is not permitted.

5. Permanent (longer than two (2) weeks) storage of empty boat trailers in driveways is not permitted.

D. Trailers, Trucks, School Buses, etc.. No house trailers or mobile homes, campers or habitable motor vehicles of any kind, school buses, trucks or commercial vehicles, shall be kept, stored or parked overnight either on any street or on any lot except within enclosed garages or within storage areas approved by the ACC.

ARTICLE XI.

Specific Restrictions which only apply to
New Charlestowne
Lots 37 thru 71 Block H
Lots 5 thru 19 Block J, Lots 2 thru 26 Block K
On Plat AG pg 123

The Specific Restriction in this Article XI shall only apply to the New Charlestowne Lots which are the following lots: Lots 37 thru 71 Block H, Lots 5 thru 19 Block J and lots 2 thru 26 Block K as shown on a plat recorded in Plat Book AG page 123 in the RMC Office for

Charleston County South Carolina. Said specific lots shall be subject to the following:

A. RESIDENTIAL USE OF THE PROPERTY. All of the lots of land as shown on the Plat Book AG page 123 in the RMC Office for Charleston County South Carolina, shall be known and described as Residential Property Patio Houses and shall be used for residential purposes only. Patio Houses are single family dwellings which are designed to be located on its lot nearer to the front, rear and or one side property line than as allowed in normal U-1 residential areas.

B. Buildings. No more than one single family dwelling and a detached garage together with an accessory building, as set out in C. below, shall be erected, altered, placed on, or be permitted to remain on a Lot.

C. ACCESSORY BUILDINGS. In addition to a carport or garage, an accessory building shall be permitted in the rear yard, provided it does not exceed one hundred (100) square feet in floor area and twelve (12) feet in height, and any such accessory building shall be constructed of materials similar to or in keeping with the principal building. No side yard shall be required for any detached garage or accessory outbuilding which has been approved in writing by the ACC; provided all such detached structures must be to the rear of the main dwelling and must neither encroach on any easement areas, nor encroach upon the property of an adjacent owner or land reserved for open areas.

D. Fences, Walls, Retaining Walls and Bulkheads: No fences, walls, retaining walls, bulkheads, and the like, shall be erected on a Lot without prior written approval of the ACC subject to the following requirements:

1. The application to the ACC to build a fence, wall, retaining wall,

bulkhead, and the like, must include a scaled drawing of the Lot showing the exact location of the Residence, any other structures and relevant features of the Lot. The application must include a photograph or scaled drawing of the type of fence, wall, etc., to be erected. The finish and color, if any, shall also be included in the application. No chain link or split rail fences are permitted.

2. Areas to the rear of such dwellings, with designated outdoor living facilities, except that portion used for automobile parking and driveways, shall be separated by a fence or wall affording complete lateral screening. Such wall or fence shall extend from the rear of the building and shall not be less than six (6) feet in height, and shall extend beyond the area designated for outdoor living, and shall be constructed of material with a ten (10) year life and compatible material; and will blend with the exterior of the building.

3. No above ground electric fences are allowed. No fence shall obstruct the view of a roadway to constitute a hazard to driving on that roadway.

4. "Good Neighbor" fences, walls, etc., shall be used. That is, all posts and stringers must face toward the Lot of the Owner who is erecting the fence.

5. Stepped construction must be used if the Lot is uneven.

6. Pressure treated lumber must be used for wood construction.

E. TERRACES AND EAVES: Wherever rain water would drop from a roof into the adjacent yard, gutters with adequate down spouts and run off areas will be required.

F. Trailers, trucks, school buses, boat trailers: No boats or boat trailers, house trailers, mobile homes, campers, or other habitable motor vehicles of any kind, school buses, trucks or

commercial vehicles, shall be kept, stored or parked, overnight either on any street or on any lot, except within enclosed garages or within storage areas approved by the ACC.

G. Clotheslines. All yard areas used for drying clothes shall be screened from the adjoining yards and Lots.

ARTICLE XII.

Specific Restrictions which only apply to
Snee Farm Gardens
Lots 1-18, Sneefarm Gardens on Plat AS page 82
Lots 19-80, Sneefarm Gardens on Plat AT page 77
Lots 81-89, Sneefarm Gardens on Plat AT page 65

The specific restrictions in this Article XII shall only apply to Snee Farm Gardens which includes the following lots: Lots 1-18, Sneefarm Gardens on Plat AS page 82, Lots 19-80, Sneefarm Gardens on Plat AT page 77 and Lots 81-89, Sneefarm Gardens on Plat AT page 65 recorded in the RMC Office for Charleston County, South Carolina. Said specific lots shall be subject to the following:

A. RESIDENTIAL USE OF THE PROPERTY. All of the lots of land subject hereto shall be used for residential purposes only. Patio Houses are single family dwellings which are designed to be located on its lot nearer to the front, rear and or one side property line than as allowed in normal U-1 residential areas.

B. Buildings: No more than one single family dwelling and a detached garage and an accessory building, as set out in C below, shall be erected, altered, placed on, or be permitted to remain on a Lot.

C. ACCESSORY BUILDINGS: Only one accessory building shall be permitted per lot and any such accessory building shall be constructed of materials similar to or in keeping with

the dwelling. All such accessory buildings shall be approved in writing by the ACC prior to construction commencing.

D. Fences, Walls, Retaining Walls and Bulkheads: No fences, walls, retaining walls, bulkheads, and the like, shall be erected on a Lot without prior written approval of the ACC subject to the following requirements:

1. The application to the ACC to build a fence, wall, retaining wall, bulkhead, and the like, must include a scaled drawing of the Lot showing the exact location of the Residence, any other structures and relevant features of the Lot. The application must include a photograph or scaled drawing of the type of fence, wall, etc., to be erected. The finish and color, if any, shall also be included in the application. No chain link or split rail fences are permitted.
2. No above ground electric fences are allowed. No fence shall obstruct the view of a roadway to constitute a hazard to driving on that roadway.
3. "Good Neighbor" fences, walls, etc., shall be used. That is, all posts and stringers must face toward the Lot of the Owner who is erecting the fence.
4. A fence or wall between Lots shall be not less than four (4) feet nor more than six (6) feet high at any point. Stepped construction must be used if the Lot is uneven.
5. Pressure treated lumber must be used for wood construction.
6. Any fence or wall shall be constructed of material with a ten year life and compatible material to the main dwelling and will blend with the exterior of the dwelling.

E. Clotheslines. Due to density of the development, no exterior clothes lines shall be erected, mounted or allowed to remain on any residential lot overnight.

F. Basketball Goals. No basketball goal shall be attached to the front or either side of a dwelling nor shall a goal be located or allowed to remain in the front or on either side of a dwelling; such goal shall be permitted only in the rear of a dwelling and the same shall not be visible from the street which said dwelling faces.

G. Trailers, trucks, school buses, boats and boat trailers: No boats, boat trailers, house trailers, mobile homes, campers, or other habitable vehicles of any kind, school buses, trucks in excess of one ton pick up size, or commercial vehicles, shall be kept, stored or parked, overnight either on any street or on any lot.

ARTICLE XIII.

Easements That Only Apply to Specific Lots

A. In addition to any other easements to which they may be subject, the following easements for installation and maintenance of utilities and drainage facilities are reserved on the side lot lines specified below on the below mentioned lots which lots are shown on a plat recorded in plat Book AG at Page 23 in the RMC Office for Charleston County, South Carolina:

<u>Width</u>	<u>Location</u>	<u>Lot</u>	<u>Block</u>
6'	East	7	J
6'	West	8	J
6'	East	16	J
6'	West	17	J
10'	South	2	K
12'	South	3	K
6'	North	5	K
6'	South	6	K
5'	West	9	K
6'	East	13	K

6'	West	14	K
10'	South	16	K
10'	North	17	K
6'	West	19	K
6'	East	20	K
10'	West	26	K
10'	South	37	H
	(two sides)		
6'	North	39	H
6'	South	40	H
6'	North	46	H
6'	South	47	H
6'	North	49	H
6'	South	50	H
6'	South	57	H
6'	North	58	H
6'	North	61	H
6'	South	62	H
6'	South	69	H
6'	North	70	H

Within these easement areas above described, no permanent structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. For purposes of these restrictions, concrete, brick and masonry fences are considered permanent structures, however wooden fences and concrete and brick drives are not considered permanent structures. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

B. In addition to any other easements to which they may be subject, the following easements are reserved for the South Carolina Electric and Gas Company with regard to the following lots:

There shall be a ten (10') foot easement along the western boundary of lots 62, 63 and 64, Block H and a ten (10') foot easement along the eastern boundary of Lots 55,56 and 57 Block H which lots are shown on a plat recorded in Plat Book AJ at page 60 in the RMC Office for Charleston County South Carolina.

ARTICLE XIV.Enforcement and RemediesA. Enforcement:

1. Foundation, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any of the provisions of this Declaration. Failure of Foundation or Owners to enforce any provision of this Declaration shall in no event be deemed a waiver of right to do so thereafter. Foundation shall have the right to establish and publish, from time to time, rules and regulations concerning a hearing process and upon compliance with the hearing process to assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against the Lots and Residences of the offending Owner. Such fines shall not exceed twenty dollars (\$20.00) per day per violation. Should Foundation employ counsel to enforce any of the provisions of this Declaration against an offending Owner or Occupant, all costs, including but not limited to counsel's fee, incurred by Foundation in such enforcement shall be paid by the Owner of the Lot upon which the violation occurred.

2. Foundation is hereby granted a right of entry and easement, excluding Building, onto and across each Lot for the purpose of carrying out its responsibilities under this Declaration, and any such entry for the abatement or removal of a violation shall not be deemed a trespass. (Except in an emergency, this right and easement is to be exercised only in cases of abandonment.) Foundation will make a reasonable attempt to notify Lot Owner prior to carrying

out its rights and responsibility.

3. Owner is responsible for the upkeep, repair, maintenance of his/her/its Lot and all improvements thereon, including Residence and landscaping. Should the Board determine that an Owner has failed or refused to discharge his/her/its obligation to maintain, clean, repair, or replace any item or feature on the Lot, it shall give the Owner reasonable written notice to correct such failure. If the Owner has not taken corrective action within fifteen (15) days after such notice, the Board may enter upon the Lot, as provided above, and take such corrective action as it deems necessary. Owner shall be obligated to pay the cost incurred by the Board in taking such corrective action and such costs shall be a lien against the Lot and Owner.

4. Any Annual or Special Assessment not paid within fifteen (15) days after the due date shall be subject to a late charge of five (5%) percent of the amount due and shall bear interest from the due date at twelve percent (12%) per annum in addition to the applicable late fee. The Foundation may bring an action at law against a delinquent Owner obligated to pay said Assessment, or may foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for said Assessments by non-use of Common Area or by abandonment of the Lot. Owner shall be responsible for all costs, including reasonable attorney fees, incurred by Foundation in collecting a delinquent Assessment. The cost of collecting a delinquent Assessment shall be added to the Assessment and shall be a lien against the Lot and Owner.

ARTICLE XV.Severability

Invalidation of any covenant, condition or restriction or any term, phrase, clause, paragraph or article of this Declaration by any court or tribunal of competent jurisdiction shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

ARTICLE XVI.Duration and Amendment

This Declaration is to run with the land and shall be binding on all Owners claiming under it for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of twenty-five (25) years. This Declaration may be amended at any time by an instrument signed by the President and the Secretary or Treasurer of the Foundation, certifying that either, at an annual meeting or special meeting, more than two-thirds (2/3) of Lot Owners were present or voting by proxy, or if not present, thereafter consented to the amendment then being recorded. The certification by the President and Secretary or Treasurer and their signatures shall be binding upon the Association and it shall not be necessary to have the signatures of two-thirds (2/3) of the Lot Owners on the amendment being recorded.

IN WITNESS whereof, the parties have set their Hands and Seals this 24 day of

February, 1999.

WITNESSES:

SNEE FARM COMMUNITY
FOUNDATION, INC.

Phil Boy
Margaret K. Kerr
First Witness Signs Here

By: [Signature]

Its: President

Phil Boy
Margaret K. Kerr
Second Witness Signs Here

Margaret K. Kerr
First Witness Signs Here

By: James M. Holla
Its: Secretary/ Treasurer

[Signature]
Second Witness Signs Here

As required by the Declaration and Restrictions being amended and restated herein, attached hereto are the signatures of the owners of two-thirds (2/3) of the Lots agreeing to the Amended Declaration and Restrictions Snee Farm Community Foundation, Inc. As to the specific Restrictions contained in Article IX hereof, those Restrictions shall be applicable upon the recording of the within Declaration. As to the remainder of the within document pertaining to the restatement of the Declaration of Covenants, Conditions and Restrictions, dated February 23, 1971, and recorded in Book F96 at Page 62, as amended, such provisions shall be effective two (2) years from the date of recording as provided in Article VIII, Section 1 of the Declaration of Covenants, Conditions and Restrictions, recorded in Book F96 at Page 62 in the RMC Office for Charleston County.

24 FEB 1999

BK W320PG036

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, J. Duke Bon Notary Public for the State of South Carolina, do hereby certify that SNEE FARM COMMUNITY FOUNDATION, INC., by neo Russo, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 24 day of February, 1999.

[Signature]
Name of Notary Public
Notary Public, State of South Carolina
My commission expires: 02-03-2003

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, J. Duke Bon, Notary Public for the State of South Carolina, do hereby certify that SNEE FARM COMMUNITY FOUNDATION, INC., by James M. Hillard, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 24 day of February, 1999.

[Signature]
Name of Notary Public
Notary Public, State of South Carolina
My commission expires: 02-03-2003

McNair Law

BK W320PG649

652.00

LD
JAL

FILED

W320-01

99 FEB 24 PM 2:28

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

EXHIBIT "A" ^{BK} W320PG037

The following Declaration and seven sets of restrictions, as amended, are being amended and restated into one document which shall supersede and replace the Declaration and seven sets of Restrictions.

SNEE FARM DECLARATION

Declaration of Covenants, Conditions and Restrictions Applicable to all Lots:

Dated: February 23, 1971
Recd: March 22, 1971
Book F-96, Page 62
Amended: January 27, 1976
Recd: August 10, 1976
Book C-110, Page 265

Amended: September 2, 1977
Recd: February 7, 1978
Book X-114, Page 1

SNEE FARM RESTRICTIONS

RESTRICTIONS I: Dated: February 23, 1971
Recd: March 22, 1971 -- 12:30 p.m.
Book F-96, Page 63

Supplements:

Z-106 - 334
S-109 - 362
X-113 - 169
N-117 - 152

RESTRICTIONS II: Dated: August 8, 1972
Recd: September 7, 1972 -- 12:20 p.m.
Book A-100, Page 312
Amded: November 6, 1972
Recd: November 8, 1972 -- 10:25 a.m.
Book M-100, Page 256
Re-recorded: December 12, 1972 -- 11:55 a.m.
Book T-100, Page 229
Amded: November 20, 1972
Recd: November 20, 1972
Book O-100, Page 315
Re-Recorded: December 12, 1972 -- 11:55 a.m.
Book T-100, Page 227

Supplements:

BK W320PG038

Z-106 - 333
A-111 - 234
A-111 - 235
W-112 - 184
F-118 - 373
V-130 - 241

RESTRICTIONS III: Dated: June 16, 1975

Recd: June 19, 1975
Book Z-106, Page 327
Amded: September 15, 1975
Recd: September 16, 1975
Book R-107, Page 283

RESTRICTIONS III A:

Dated: August 14, 1979
Recd: August 14, 1979
Book B-120, Page 9

Supplemental Restrictions:

A127 - 171
V130 - 242

RESTRICTIONS IV: Dated: June 16, 1975

Recd: June 19, 1975
Book Z-106, Page 329
Amded: September 15, 1975
Recd: September 16, 1975
Book R-107, Page 284

(Patio Homes)

RESTRICTIONS V:

Dated: December 2, 1976
Recd: January 14, 1977 -- 4:37 p.m.
Book J-111, Page 318
Re-recorded: January 27, 1977 -- 9:11 a.m.
Book M-111, Page 3
Amded: March 23, 1977
Recd: August 19, 1977
Book H-113, Page 388
Amded: March 14, 1983
Recd: March 21, 1983
Book Z-130, Page 336

RESTRICTIONS VI: Dated: January 4, 1977

Recd: January 5, 1977 -- 2:27 a.m.
Book G-111, Page 308
Re-recorded: January 12, 1977 -- 3:07 p.m.
Book H-111, Page 372

Supplemental:

W-112 - 183

RESTRICTIONS VII: Dated: November 4, 1981

Recd: November 9, 1981
Book B-127, Page 206 -- 9:43 a.m.

Supplemental:

K-128, Page 240

RESTRICTIONS VIII: Dated: May 15, 1981

Recd: May 18, 1981
Book K-125 page 361 -- 12:13 p.m.

RESTRICTIONS IX: Dated: June 30, 1981

Recd: July 7, 1981
Book X-125 page 309 -- 10:05 a.m.

RESTRICTIONS X:

Dated: July 14, 1981
Recd: July 17, 1981
Book A-126 page 391 -- 4:29 p.m.

Amendment:

R-127, page 354

PLATS

- Plat No. 1: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 1-10, Block A
Lots 1-9, Block B
Lots 1-4, Block C
Lots 1-2, Block D
By: E.M. Seabrook, Jr., Inc.
Dated: December 18, 1970
Recd. February 18, 1971
Plat Book AA, Page 32
Note: All lots thereon designated "Fairway"
- Plat No.2: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 1-5, Block E
Lots 1-15, Block F
Lots 1-8, Block G
By: E.M. Seabrook, Jr., Inc.
Dated: January 6, 1971
Recd.: February 18, 1971
Plat Book AA, Page 31
Note: All lots thereon designated "Manor"
- Plat No. 3: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 19-30, Block C
Lots 17-25, Block D
Lots 19-36, Block H
Lots 1-4, Block J
Lot 1, Block K
By: E.M. Seabrook, Jr., Inc.
Dated: December 9, 1971
Recd.: April 24, 1972
Plat Book AB, Page 12
- Plat No. 3A: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 1-18, Block H
Lots 26-31, Block D
Lots 1-21, Block L
Lots 42-60, Block L
Lots 1-12, Block M
By: E.M. Seabrook, Jr., Inc.
Dated: December 22, 1971
Recd.: April 24, 1972
Plat Book AB, Page 11

Plat No. 4:

Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 5-11, Block C
Plat of Lot 18, Block C
 Lots 3-16, Block D
By: E.M. Seabrook, Jr., Inc.
Dated: October 29, 1971
Recd.: April 24, 1972
 Plat Book AB, Page 13

BK W320PG041

Plat No. 5:

Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 1-18, Block H
 Lots 26-31, Block D
 Lots 1-21, Block L
 Lots 42-60, Block L
 Lots 1-12, Block M
By: Heaner Engineering Co., Inc.
Dated: August 16, 1972/Revised August 25, 1972
Recd.: October 31, 1972
 Plat Book AB, Page 73

Note: This Plat supersedes that plat by Heaner Engineering Co., Inc., bearing same legend, dated December 22, 1971, and recorded April 24, 1972, in Book AB, Page 11, which said plat contained several errors as to dimensions.

Plat No. 6:

Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 32-38, Block D
 Lots 22-44, Block L
 Lots 13-15, Block M
 Lots 1-17, Block N
 Lots 1-22, Block O
By: E.M. Seabrook, Jr., Inc.
Dated: December 3, 1974
Recd.: June 19, 1975
 Plat Book AE, Page 128

Plat No. 7:

Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 16, 20, 21 & 25, Block M
By: E.M. Seabrook, Jr., Inc.
Dated: February 9, 1976
Recd.: April 1, 1976
 Plat Book AF, Page 149

Plat No. 8: Snee Farm, Town of Mt. Pleasant
Plat of Lots 12, 13, 14, 15, 16 & 17, Block C
By: E.M. Seabrook, Jr., Inc.
Dated: March 18, 1976
Recd.: June 11, 1976
Plat Book AG, Page 39

Plat Book 9: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of revised Lots 1-8, Block H
Lots 2-21, Block L
Lots 45-58, Block L
By: E.M. Seabrook, Jr., Inc.
Dated: April 15, 1976
Recd.: August 16, 1976
Plat Book AG, Page 96

Plat No. 10: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 37-71, Block H
Lots 5-19, Block J
Lots 2-26, Block K
By: E.M. Seabrook, Jr., Inc.
Dated: May 25, 1976
Recd.: October 15, 1976
Plat Book AG, Page 123

Plat No. 11: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 39-42, Block D
Lots 23-37, Block O
Lots 12-27, Block P
By: E.M. Seabrook, Jr., Inc.
Dated: October 26, 1976
Recd.: December 2, 1976
Plat Book S, Page 24

Plat No. 12: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 17-19, Block M
Lots 22-24, Block M
By: E.M. Seabrook, Jr., Inc.
Dated: November 5, 1976
Recd.: December 2, 1976
Plat Book S, Page 16

DK W320PG043

Plat Book 13: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 38-44, Block O
Lots 1-11, Block P
By: E.M. Seabrook, Jr., Inc.
Dated: June 17, 1977
Recd.: June 27, 1977
Plat Book AJ, Book 14

Plat Book 14: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of revised Lots 37-71, Block H
Lots 5-19, Block J
Lots 2-26, Block K
By: E.M. Seabrook, Jr., Inc.
Dated: July 28, 1977
Recd.: August 19, 1977
Plat Book AJ, Page 60

Plat Book 15: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 42-70, Block D
Lots 28-63, Block P
By: E.M. Seabrook, Jr., Inc.
Dated: August 11, 1977
Recd.: August 22, 1977
Plat Book AJ, Page 64

Plat Book 16: Snee Farm, Town of Mt. Pleasant, S.C.
Plat of Lots 6-18, Block E
Lots 16-23, Block F
By: E.M. Seabrook, Jr., Inc.
Dated: August 23, 1978
Recd.: November 8, 1978
Plat Book AL, Page 147

Plat Book 16 A: Plat of Lots 19-23, Block F
Dated: February 3, 1981
Recd.: February 13, 1981
Plat Book T, Page 154

Plat Book 17: Snee Farm, Town of Mt. Pleasant, S.C.

Plat of Lots 19-37, Block E

Lots 24-44, Block F

By: E.M. Seabrook, Jr., Inc.

Dated: August 23, 1978

Recd.: November 8, 1978

Plat Book AL, Page 146

BK W320PG044

Plat Book 18: Snee Farm, Town of Mt. Pleasant, S.C.

Plat of Lots 1-7, & 19-23, Block Q

Lots 1-3, Block R

Lots 1-20, Block S

Lots 22-25, Block T

By: E.M. Seabrook, Jr., Inc.

Dated: November 28, 1978

Recd.: February 7, 1979

Plat Book AM, Page 65

Plat Book 19: Snee Farm, Town of Mt. Pleasant, S.C.

Plat of Lots 21-47, Block S

Lots 1-21, Block T

Lots 1-19, Block U

By: E.M. Seabrook, Jr., Inc.

Dated: July 24, 1979

Recd.: August 14, 1979

Plat Book AO, Page 9

Plat Book 20: Snee Farm, Town of Mt. Pleasant, S.C.

Plat of Lots 24, 34, 35, 36, Block Q

Lots 26-44, Block T

By: E.M. Seabrook, Jr., Inc.

Dated: May 26, 1981

Recd.: August 26, 1981

Plat Book AT, Page 158

Plat Book 21: Snee Farm, Town of Mt. Pleasant, S.C.
 Plat of Lots 72-91, Block H
 By: E.M. Seabrook, Jr., Inc.
 Dated: April 23, 1982
 Revised: February 3, 1983
 Recd.: February 7, 1983
Plat Book AW, Page 163

Plat Book 21 A: Snee Farm, Town of Mt. Pleasant, S.C.
 Subdivision of Lot 106 Block H
 Lots 104, 105, 107, 108 Block H
 Dated: April 23, 1982
 Recd.: August 13, 1982
Plat Book AV, Page 178

Plat Book 21 B: Snee Farm, Town of Mt. Pleasant, S.C.
 Subdivision Plat of Lots 92-115, Block H
 Lots 20-44, Block J
 Lots 1-9, Block V
 Dated: August 1, 1981
 Recd: October 22, 1981
Plat Book AU, Page 15

Plat Book 22: Snee Farm, Town of Mt. Pleasant, S.C.
 Plat of Lots 72-91 (No Lot 77 exists) Block H
 Dated: April 23, 1982
 Recd.: April 26, 1982
Plat Book AV, Page 46

Plat Book 23: Snee Farm, Town of Mt. Pleasant, S.C.
 Plat of Lots 8-18, Block Q
 Dated: September 28, 1982
 Revised: February 3, 1983
 Recd.: February 7, 1983
Plat Book AW, Page 161

Plat Book 24: Snee Farm, Town of Mt. Pleasant, S.C.
 Plat of Lots 25-33, Block Q
 Lots 37-51, Block Q
 Lots 45-65, Block T
 Dated: November 11, 1982
 Recd.: February 7, 1983
Plat Book AW, Page 162

Plat Book 25: Snee Farm, Town of Mt. Pleasant, S.C.
 Plat of Lots 52-56, Block Q
 Lots 66-69, Block T
 Dated: October 13, 1983
 Recd: November 18, 1983
Plat Book AY, Page 141

Plat Book 26: Sneefarm Gardens, Town of Mt. Pleasant, S.C. BK

W320PG046

Plat of Lots 1-18 Sneefarm Gardens

Dated: February 25, 1981

Recd: March 27, 1981

Plat Book AS, Page 82

Plat Book 27: Sneefarm Gardens, Town of Mt. Pleasant, S.C.

Plat of Lots 81-89 Sneefarm Gardens

Dated: April 8, 1981

Recd: June 23, 1981

Plat Book AT, Page 65

Plat Book 28: Sneefarm Gardens, Town of Mt. Pleasant, S.C.

Plat of Lots 19-80 Sneefarm Gardens

Dated: June 24, 1981

Recd: June 29, 1981

Plat Book AT, Page 77

Exhibit "C"

The lots listed below are subject to the building height and construction restrictions, setback and building line restrictions, square foot restrictions and easements represented by the codes set out next to each lot. The restrictions or easements represented by each code are set out on Exhibit "D."

Plat 1: recorded in Plat Book AA at page 32 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 1 recorded in AA/32	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
1-10 A	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
1-9 B	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
1-4 C	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
1-2 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10

Plat 2: recorded in Plat Book AA at page 31 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 2 recorded in AA/31	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
1-5 E	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10
1-15 F	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10
1-8 G	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10

Plat 3: recorded in Plat Book AB at page 12 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 3 recorded in AB/12	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
19-30 C	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
17-25 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
19-20 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
21 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
22-36 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-3 J	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
4 J	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1 K	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 3A: recorded in Plat Book AB at page 11 replaced by Plat recorded in Plat Book AB at page 73, see plat #5

Plat 4: recorded in Plat Book AB at page 13 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 4 recorded in AB/13	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
5-11 C	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
18 C	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
3-16 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10

Plat 5: recorded in Plat Book AB at page 73 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 5 recorded in AB/73	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
9-18 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
26-31 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
1 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
42-44 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
59 & 60 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-12 M	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 6: recorded in Plat Book AE at page 128 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat recorded in AE/128	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
32-35 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
36-38 D	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
22-33 L	BC-2 1/2	SB-40	SQ-1600GF	E 6/6/10
34-41 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
13-15 M	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-17 N	BC-2 1/2	SB-40	SQ-1600GF	E 6/6/10
1 O	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
2 & 19-22 O	BC-2 1/2	SB-40	SQ-1600GF	E 6/6/10
3 - 18 O	BC-2 1/2	SB-40	SQ-1600GF	E 6/6/10

Plat 7: recorded in Plat Book AF at page 149 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 7 recorded in AF/149	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
16, 20, 21 & 25 M	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 8: recorded in Plat Book AG at page 39 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 8 recorded in AG/39	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
12-17 C	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10

Plat 9: recorded in Plat Book AG at page 96 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 9 recorded in AG/96	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
1 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
2-8 H	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
45-58 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
2 -21 L	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 10: Recorded in Plat Book AG at page 123 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. Replaced by **AJ/60** (Plat #14)

Plat 11: recorded in Plat Book S at page 24 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 11 recorded in S/24	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
39-41 D	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
42 D	BC-2 1/2	SB-40	SQ-2000	E 6/6/10
23-37 O	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
12-27 P	BC-2 1/2	SB-40	SQ-2000	E 6/6/10

Plat 12: recorded in Plat Book S at page 16 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 12 recorded in S/16	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
17-19 M	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
22-24 M	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 13: recorded in Plat Book AJ at page 14 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 13 recorded in AJ/14	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
38-44 O	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-11 P	BC-2 1/2	SB-40	SQ-2000	E 6/6/10

Plat 14: recorded in Plat Book AJ at page 60 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. Replaces Plat #10

Lot & Block shown on Plat 14 recorded in AJ/60	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
37-71 H	BC-Patio	SB-Patio	SQ-Patio	E-Patio
5-19 J	BC-Patio	SB-Patio	SQ-Patio	E-Patio
2-26 K	BC-Patio	SB-Patio	SQ-Patio	E-Patio

Plat 15: recorded in Plat Book AJ at page 64 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AJ/64)

Lot & Block shown on Plat 15 recorded in AJ/64	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
42-70 D	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
28-63 P	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10

Plat 16: recorded in Plat Book AL at page 147 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat #16 recorded in AL147	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
6-18 E	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10
16-18 F	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10

Plat 16A: recorded in Plat Book T at page 154 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (T/154)

Lot & Block shown on Plat 16A recorded T/154	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
19-23 F	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10

Plat 17: recorded in Plat Book AL at page 146 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat.

Lot & Block shown on Plat 17 recorded in AL/146	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
19-24 E	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10
25-36 E	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10
24-28 F	BC-2 1/2	SB-60	SQ-Manor	E 6/6/10
29-44 F	BC-2 1/2	SB-60	SQ-Fairway	E 6/6/10

Plat 18: recorded in Plat Book AM at page 65 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AM/65)

Lot & Block shown on Plat 18 recorded in AM/65	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
1-7 & 19-23 Q	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-3 R	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
1-20 S	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10
22-25 T	BC-2 1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 19: recorded in Plat Book AO at page 9 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AO/9)

Lot & Block shown on Plat 19 recorded in AO/9	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
21-47 S	BC-2 1/2	SB-40	SQ-1600	E 6/6/10
1 -21 T	BC-2 1/2	SB-40	SQ-1600	E 6/6/10
1 19 U	BC-2 1/2	SB-40	SQ-1600	E 6/6/10

Plat 20: recorded in Plat Book AT at page 158 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AT/158)

Lot & Block shown on Plat 20 recorded in AT/158	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
24, 34, 35 & 36 Q	BC-2 1/2	SB-40	SQ-1600	E 6/6/10
26-44 T	BC-2 1/2	SB-40	SQ-1600	E 6/6/10

Plat 21: recorded in Plat Book AW at page 163 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AW/163) NOTE; THIS PLAT SUPERSEDES #22 AV/46

Lot & Block shown on Plat 21 recorded in AW/163	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
72-91 H	BC-2 1/2	SB-40	SQ-A2000	E 6/6/10

Plat 21-A: recorded in Plat Book AV at page 178 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AV/178)

Lot & Block shown on Plat 21A recorded in AV/178	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
104, 105, 107 & 108 H	BC-2 1/2	SB-40	SQ-A1600/1800	E 6/6/10

Plat 21-B: recorded in Plat Book AU at page 15 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AU/15)

Lot & Block shown on Plat 21B recorded in AU/15	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
20-44 J	BC-2 1/2	SB-40	SQ-A2000	E 6/6/10
92-103 H	BC-2 1/2	SB-40	SQ-A1600/1800	E 6/6/10
109-115 H	BC-2 1/2	SB-40	SQ-A2000	E 6/6/10
1 - 9 V	BC-2 1/2	SB-40	SQ-2600	E 6/6/10

Plat 22: recorded in Plat Book AV at page 46 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AV/46) SEE #21 AW/163 WHICH IS THE LATER PLAT

Plat 23: recorded in Plat Book AW at page 161 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AW/161)

Lot & Block shown on Plat 23 recorded in AW/161	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
8-18 Q	BC-2/1/2	SB-40	SQ-B1600/1800	E 6/6/10

Plat 24: recorded in Plat Book AW at page 162 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AW/162)

Lot & Block shown on Plat 24 recorded in AW/162	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
25-33 Q	BC-2/1/2	SB-40	SQ-1600	E 6/6/10
37-51 Q	BC-2/1/2	SB-40	SQ-1600	E 6/6/10
45-65 T	BC-2/1/2	SB-40	SQ-1600	E 6/6/10

Plat 25: recorded in Plat Book AY at page 141 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AY/141)

Lot & Block shown on Plat 25 recorded in AY/141	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
52-56 Q	BC-2/1/2	SB-40	SQ-1600	E 6/6/10
66-69 T	BC-2/1/2	SB-40	SQ-1600	E 6/6/10

Plat 26: recorded in Plat Book AS at page 82 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AS/82)

Lot & Block shown on Plat 26 recorded in AS/82	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
1 - 18 Sneefarm Gardens	BC-Patio-SG	SB-Patio-SG	SQ-Patio-SG	E-AS/82

Plat 27: recorded in Plat Book AT at page 65 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AT/65)

Lot & Block shown on Plat 27 recorded in AT/65	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
81-89 Sneefarm Gardens	BC-Patio-SG	SB-Patio-SG	SQ-Patio-SG	E-AT/65

Plat 28: recorded in Plat Book AT at page 77 in the RMC Office for Charleston County, South Carolina. See Exhibit "B" for a more complete description of the plat. (AT/77)

Lot & Block shown on Plat 28 recorded in AT/77	Building Height & Construction Code	Setback Code	Square foot code	Easement Code
19-80 Sneefarm Gardens	BC-Patio-SG	SB-Patio-SGA	SQ-Patio-SG	E-AT/77

EXHIBIT "D"

BUILDING HEIGHT AND CONSTRUCTION CODES**1. Building Height and Construction Code BC-2 1/2**

The lots listed on Exhibit C which are indicated as being subject to Building Height and Construction code BC-2 1/2 are subjected to the following:

Building Construction: Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, shall be erected on any one lot unless otherwise approved, in writing, by the ACC.

2. Building Height and Construction Code BC-Patio

The lots listed on Exhibit C which are indicated as being subject to Building Height and Construction Code BC-Patio are subjected to the following:

Building Construction: Not more than one single-family dwelling, not to exceed 50' or three (3) stories in height, shall be erected on any one lot.

3. Building Height and Construction Code BC-Patio-SG

The lots listed on Exhibit C which are indicated as being subject to Building Height and Construction Code BC-Patio-SG are subjected to the following:

Building Construction: Not more than one single-family dwelling, not to exceed 30' or one story in height, shall be erected on any one lot.

SETBACK CODES

BK W320PG059

1. Set Back Code SB-Patio

The lots listed on Exhibit C which are indicated as being subject to Setback Code SB-Patio are subjected to the following Setbacks and Building Line restrictions:

Setbacks and Building Lines:

FRONT YARD DEPTH: 4 feet minimum front property line.

SIDE YARD WIDTH: 15 feet minimum distance between dwellings.

REAR YARD DEPTH: 35 feet minimum from rear property line.

2. Set Back Code SB-Patio-SG

The lots listed on Exhibit C which are indicated as being subject to Setback Code SB-Patio-SG are subjected to the following Setbacks and Building Line restrictions:

Setbacks and Building Lines:

FRONT YARD DEPTH: 5 feet minimum front property line.

SIDE YARD WIDTH: 10 feet minimum distance between dwellings.

REAR YARD DEPTH: 5 feet minimum from rear property line.

3. Set Back Code SB-Patio-SGA

The lots listed on Exhibit C which are indicated as being subject to Setback Code SB-Patio-SGA are subjected to the following Setbacks and Building Line restrictions:

Setbacks and Building Lines:

FRONT YARD DEPTH: 5 feet minimum front property line.

SIDE YARD WIDTH: 10 feet minimum distance between dwellings. Provided, however, the minimum distance between Lots 38 and 39 and the minimum distance between Lots 39 and 40 shall be eight (8') feet.

REAR YARD DEPTH: 5 feet minimum from rear property line.

4. Setback Code SB-40

The lots listed on Exhibit C which are indicated as being subject to Setback Code SB-40 are subjected to the following Setbacks and Building Line restrictions:

Setbacks and Building Lines:

No building shall be closer than forty (40') feet to the street or road right-of way (front lot line) upon which it faces, and no building shall be closer to the side boundary lines than ten (10') feet on any of the lots subject to Set Back Code SB-40; provided, that on any lot having a depth of less than one hundred thirty (130') feet, the minimum setback from the street upon which it faces shall be thirty-five (35') feet; provided, further, that on corner lots, where the houses are not built parallel or perpendicular to either street, the ACC may alter the front and side line restrictions so long as the house shall be at least forty (40') feet back from one of the streets upon which it faces; provided, further, however, that the ACC, reserves the right to vary either or both the front or side setback lines of all lots.

- (a) Minimums as to Waterfronts and Open Areas: No home shall be located nearer than fifty (50') feet to the bank lines of the lakes or waterways. Any deviation must be approved, in writing, by the ACC.
- (b) Flexibility: The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the intent of the Snee Farm Community Foundation, through the ACC, that setbacks shall be staggered where appropriate so as to preserve important trees, and provide for vistas of water and open areas.
- (c) Swimming Pools: Swimming pools shall not be nearer than ten (10') feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2') feet above the established lot grade, except as approved, in writing, by the ACC.
- (d) Terraces, Eaves and Detached Garages: For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wind-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the ACC; provided, all such detached structures must be to the rear of the main dwelling and must neither encroach within any easement areas of the lot, nor encroach upon the property of an adjacent owner or that reserved for open areas.

5. Setback Code SB-60

The lots listed on Exhibit C which are indicated as being subject Set back Code SB-60 are subjected to the following Setbacks and Building Line restrictions:

Setbacks and Building Lines:

No building shall be closer than sixty (60') feet to the street or road upon which it faces, and no building shall be closer to the side boundary lines than ten (10') feet on any of the lots subject to Set Back Code SB-60; provided, that on any lot having a depth of less than one hundred fifty (150') feet, the minimum setback from the street upon which it faces shall be fifty (50') feet; provided, further, that on corner lots, where the houses are not built parallel or perpendicular to either street, the ACC may alter the front and side line restrictions so long as the house shall be at least sixty (60') feet back from one of the streets upon which it faces; provided, further, however, that the ACC, reserves the right to vary either or both the front or side setback line of all lots.

(a) Minimums as to Waterfronts and Open Areas: No home shall be located nearer than fifty (50') feet to the bank lines of the lakes or waterways. Any deviation must be approved, in writing, by the ACC.

(b) Flexibility: The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the intent of the Snee Farm Community Foundation, through the ACC, that setbacks shall be staggered where appropriate so as to preserve important trees, and provide for vistas of water and open areas.

(c) Swimming Pools: Swimming pools shall not be nearer than ten (10') feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2') feet above the established lot grade, except as approved, in writing, by the ACC.

(d) Terraces, Eaves and Detached Garages: For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wind-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the ACC; provided, all such detached structures must be to the rear of the main dwelling and must neither encroach within any easement areas of the lot, nor encroach upon the property of an adjacent owner or that reserved for open areas.

1. Square Foot Code SQ-Fairway

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-Fairway are subjected to the following Building Area Requirements:

Building Area Requirements:

Fairway Section: the ground floor living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall be not less than two thousand (2000) square feet for a one story dwelling; nor less than twenty four hundred (2400) square feet overall living space for a split level or tri level dwelling; nor less than twelve hundred (1200) square feet on the ground floor, and not less than twenty four hundred (2400) square feet overall living space for a dwelling of two stores or more, unless otherwise approved in writing by the ACC.

2. Square Foot Code SQ-Manor

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-Manor are subjected to the following Building Area Requirements:

Building Area Requirements:

Manor Section: The ground floor living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall be not less than three thousand (3000) square feet for a one story dwelling; nor less than three thousand (3000) square feet overall living space for a split level or tri level dwelling; nor less than fifteen hundred (1500) square feet on the ground floor, and not less than three thousand (3000) square feet overall living space for a dwelling of two stories or more, unless otherwise approved, in writing by the ACC.

3. Square Foot Code SQ-1600

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-1600 are subject to the following Building Area Requirements:

Building Area Requirements:

The living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than sixteen hundred (1600) square feet unless otherwise approved, in writing by the ACC.

4. **Square Foot Code SQ-1600GF**

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-1600GF are subjected to the following Building Area Requirements:

Building Area Requirements:

The ground floor living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall not be less than sixteen hundred (1600) square feet unless otherwise approved, in writing, by the ACC.

5. **Square Foot Code SQ-A1600/1800**

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-A1600/1800 are subjected to the following Building Area Requirements:

Building Area Requirements:

The overall living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be, unless otherwise approved in writing by the ACC, 1,600 square feet for one story and 1,800 square feet for two stories.

6. **Square Foot Code SQ-B1600/1800**

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-B1600/1800 are subjected to the following Building Area Requirements:

Building Area Requirements:

The ground floor living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than sixteen hundred (1600) square feet for a one-story dwelling; nor less than eighteen hundred (1800) square feet overall living space for a split-level or tri-level dwelling; nor less than twelve hundred (1200) square feet on the ground floor, and not less than eighteen hundred (1800) square feet overall living space for a dwelling of two stories or more, unless otherwise approved, in writing, by the ACC.

7. **Square Foot Code SQ-2000**

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-2000 are subjected to the following Building Area Requirements:

Building Area Requirements:

The overall living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than 2000 square feet unless otherwise approved in writing by the ACC.

8. Square Foot Code SQ-A2000

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-A2000 are subjected to the following Building Area Requirements:

Building Area Requirements:

The overall living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be, unless otherwise approved in writing by the ACC, 2,000 square feet for one or two stories.

9. Square Foot Code SQ-2600

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-2600 are subjected to the following Building Area Requirements:

Building Area Requirements:

The overall living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be, unless otherwise approved in writing by the ACC, 2,600 square feet for one or two stories.

10. Square Foot Code SQ-Patio

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-Patio are subjected to the following Building Area Requirements:

Building Area Requirements: All sections of the ground floor living areas of the main structure exclusive of open porches, porte-cocheres, garages, carports and breezeways shall be not less than 1200 square feet overall living space for a split level or a tri-level dwelling or less than 600 square feet on the ground floor and not less than 1200 square feet overall living space for a dwelling of two stories or more.

11. Square Foot Code SQ-Patio-SG

The lots listed on Exhibit C which are indicated as being subject to Square Foot Code SQ-Patio-SG are subjected to the following Building Area Requirements:

Building Area Requirements: All sections of the heated living areas of the main structure shall not be less than 1200 square feet.

EASEMENT CODES

BK W320PG065

1. Easement Code E 6/6/10

The lots listed on Exhibit C which are indicated as being subject to Easement Code E 6/6/10 are subjected to the following easements and obligations:

Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved over six (6') feet of each side line of each lot, six (6') feet of each front line and over the rear ten (10') feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2. Easement Code E-Patio

The lots listed on Exhibit C which are indicated as being subject to Easement Code E-Patio are subjected to the following easements and obligations:

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved over four (4') feet of each front and over the rear ten (10') feet of each lot except lots 6, 7 and 8 Block K, there shall be fifteen (15') feet on the rear of each of these lots.

(b) On each lot on the non-zero lot line side, there is hereby reserved a ten (10') foot easement for the adjoining property owner for maintenance and repair of the dwelling, or other structure. Adjacent property owner shall be responsible for any damage caused while using such easement for maintenance and repair. In the easement area, the owner of the lot may use the area for such purposes as would not unreasonable restrict the adjoining property owner from performing normal maintenance and repair. Any plantings shall not be allowed to grow so as to damage the adjoining dwelling or cling thereto.

Within these easement areas above described, no permanent structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. For purposes of these restrictions, concrete, brick and masonry fences are considered permanent structures, however wooden fences and concrete and brick drives are not considered permanent structures. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

3. Easement Code E-AS/82

The lots listed on Exhibit C which are indicated as being subject to Easement Code E-AS/82 are subjected to the following easements:

Lots encumbered by this restriction shall be subject to the easements for installation and maintenance of utilities and drainage as shown on the plat by E. M. Seabrook, Jr. Inc. recorded in the R.M.C. Office in Plat Book AS at page 82.

4. Easement Code E-AT/77

The lots listed on Exhibit C which are indicated as being subject to Easement Code E-AT/77 are subjected to the following easements:

Lots encumbered by this restriction shall be subject to the easements for installation and maintenance of utilities and drainage as shown on the plat by E. M. Seabrook, Jr. Inc. recorded in the R.M.C. Office in Plat Book AT at page 77.

5. Easement Code E-AT/65

The lots listed on Exhibit C which are indicated as being subject to Easement Code E-AT/65 are subjected to the following easements:

Lots encumbered by this restriction shall be subject to the easements for installation and maintenance of utilities and drainage as shown on the plat by E. M. Seabrook, Jr. Inc. recorded in the R.M.C. Office in Plat Book AT at page 65.

Questions:

GENERAL

A. Restriction K128/240 makes restriction #7 at B127/206 applicable to lots 72-91 Block H on AV/46 now AW/163, however, it does not specify which of the four square foot requirements in B127/206 would apply.

B. The restrictions recorded in B120/9 refer to plat AO/9 but do not specifically restrict these lots. I assume these are the lots covered by the restrictions. Am I correct?

C. On all of the square foot requirements and various other items, the original restrictions state unless otherwise approved in writing by Snee Farm, Inc. upon the recommendation of the ACC. I have changed all of these just to say ACC. Do you want to put Snee Farm Community Foundation upon the recommendation of the ACC?

D. We do not have the restrictions for 37 E on la 146. Laura will get.

E. We did not use plat Ax 171.

F. We made all lots fairway unless restricted manor or marked manor in the Book by patty.

restrictions

1.. Article I definitions I put in one for New Charlestowne and one for Snee Farm Gardens. I assume the New Charlestowne is correct.

2. Article II a refers to the property covered on Exhibit B. The list of plats included on Exhibit B now includes all plats including AB 11. Sis did not originally include AB 11 because it was superseded by AB 73. However I included it because we had various other plats which were superseded or partially superseded by other plats. The plats on exhibit B are referred to in two places that is on ___ and _____. Is this Ok?

3. Article VII b i I beefed up the architectural definition to include building etc Before it did not seem to be enough. this probably overlaps the acc provision for wall etc

4. I did article IX, X, XI and XII in which I set out specific restrictions that applied to all lots, specific restrictions that applied to all but gardens and new charleston, ones that apply to each patio deal.

5. Look at the way I did article IX section A on page 14 of the restrictions.

a. See if it flows with Exhibits C and d.

b. I tried to take care of all previous variances.

c. I tried to take care of all other restrictions.

6. Article IX K, says no vehicle can be parked on the street. I made that apply to all even though the patio homes do not mention it, Is this Ok?

7. New restrictions Article 9 W The previous restrictions both patio and regular permitted docks etc with permission of ACC. I left what you did which prohibits all docks and added the restrictions to small boats.

8. Article IX I added V, W and X

9. Article X a and the other two say that No more than one single family dwelling and attached garage can be erected on any lot.

a. Is this inconsistent with exhibit d in the height part that says unless permitted by Acc.

b. Are garages allowed?

c. what is the height limitation on a garage?

10. Article XI D and xiiD concerning wall are copied from sides and are more expensive than patio restrictions. I just added the patio restriction to them,.

a. In twelve D is it alright to limit the height to 4 feet?

b Do any of the patio houses need to restrict the fences off the front of the lot? Sid restrictions do not seem to say so.

11. setback provisions of Exhibit "D" provides that there is no side yard for garages or accessory buildings. Is this inconsistent with the provision of the restrictions that says no accessory buildings are allowed except in the patio section?