

Record Date: 1/13/2021 Time: 3:53:55 PM

Maker: CDM OF CHAS LLC

Recipient: N/A

Book & Page: 0950-804

Original Book & Page:

Instrument: Rest/Covs

Recorded By: NELSON MULLINS RILEY & SCARBOROUGH

Status:

Notes:

Return Date:

Additional Makers:

Additional Recipients:

RECEIVED 1-13-21
PER CLERK
ROD OFFICE
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

DECLARATION OF
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 27th day of October 2020, by CDM of CHARLESTON, LLC, ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property ("real property" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Charleston County, South Carolina, more particularly described as currently known as Residual Tract D, that consists of uplands and marshlands, being a residual portion of TMS # 540-00-00-022 (the "Stafford Tract") and being and containing a highland island of approximately one and thirty-five hundredths (1.35) acres, according to a plat thereof made for International Paper Company by Herbert A. Niemyer, Jr., C.E. & L.S., dated August 1, 1981, and recorded November 28, 1984, in Plat Book BC at page 56, in the Register of Deeds Office for Charleston County, South Carolina, and shown but not described on that certain plat made by GPA, Inc. recorded at Plat Book L19, Page 092 on March 6, 2019 in the Register of Deeds Office for Charleston County, South Carolina attached as Exhibit A. The highland island depicted on Exhibit A and described above is to be placed under this Restrictive Covenant ("Property"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army permit number DA GP 2016-00761 State of SC Dock General Permit ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and permit/approval OCRM 02689 by the Office of Ocean and Coastal Resource Management, S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency)(together the Corps and DHEC permits being the "Permits"), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declare that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions.** Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and constructing or installation of any enclosed building, changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly **excepted** from this paragraph:

COPY

- a) Construction, maintenance, repair, replacement and rebuilding of the permitted boardwalk/bridge and community dock on the island, as depicted on the diagram from OCRM Permit 02689 attached hereto as Exhibit B. The one community dock shall not have any boat lifts, davits or similar structures. Roofs shall not be allowed except as noted on Exhibit B. No dock shall include illumination visible from adjacent public roads, unless required by applicable governmental regulations.
- b) Construction, maintenance, repair, replacement and rebuilding of Recreational Facilities, including covered pavilions, outdoor recreation facilities, outdoor gathering areas, outdoor bar-b-que/cooking areas, unpaved jogging/nature trails, picnic tables, horseshoe pits and other similar facilities similar. In addition, Grantor reserves the right to construct new Recreational Facilities, provided the Corps and DHEC approve of the location, scope and nature of same, which approvals shall not be unreasonably withheld, delayed or conditioned. the Corps and DHEC shall take into consideration the visual impact of any new Recreational Facilities as seen from nearby public roads, the distance of such Recreational Facilities from the DHEC critical lines and other factors that would create environmental impacts.
- c) Harvesting, trimming and management of timber and vegetation to the extent necessary to protect the natural environment in areas where the Property is damaged or to prevent the Property from being damaged by natural forces such as fire, flood, storm, insects, invasive species or infectious organisms. Such timber harvest, trimming and management shall be carried out in accordance with Best Management Practices approved by the South Carolina Forestry Commission or successor agency, as amended.
- d) Declarant and Declarant's successors and assigns who may now or hereafter be owner of all or part of the Property and for the members of any owner's association established by the Covenants, along with their families, lessees, and guests, the right to use and enjoy the Recreational Facilities and to engage in any outdoor recreation activities, including, fishing, nature study, hiking/jogging, picnicking, cooking in outdoor bar-b-que/cooking areas and other similar recreation and/or educational activities.

Declarant reserves the right to engage in all acts or uses not prohibited by this Declaration of Restrictive Covenants.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Compensatory mitigation for any adverse impacts associated with an amendment will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant(s) reserve(s) the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of Declarant(s), to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants
Recorded at _____.

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants has been recorded in the deed records office for Charleston County prior to the recording of this Declaration of Restrictive Covenants as referenced in the first whereas clause above. Attached to this Declaration is the approved Exhibit A showing the Property.

10. **Long-Term Management.** No mitigation is required for the Permits. The Declarant is responsible for the long-term management activities for the property, including management of vegetation and timber as described in Paragraph 1.c above and to monitor the Property and the allowed uses to maintain it.

11. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants as of the date written above.

Executed this 27th day of OCTOBER, 2020

WITNESSES:

CDM of CHARLESTON, LLC, a South Carolina limited liability company

[Signature]

By: GLI Management, LLC, a Delaware Limited liability company, its Manager

Donna Patterson

By: *[Signature]* (SEAL)
Edmund F. Navarro, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, *Donna M Patterson* a Notary Public for South Carolina, do hereby certify that Edmund F. Navarro the manager of GLI Management LLC, the manager of CDM or Charleston, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this *27th* day of *October*, 2020.

Donna M Patterson
(Signature of Notary Public)

Donna m Patterson
(Typed/Printed name of Notary Public)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: **My Commission Expires
May 31, 2021**

Exhibit A

FOR TOWN OF MOUNT PLEASANT AND CHARLESTON COUNTY USE ONLY:

RECORDED
 DATE: 11/12/2018
 TIME: 10:00 AM
 SHEET: 2 OF 4
 DRAWN BY: JMB
 CHECKED BY: JMB
 SCALE: 1"=100'

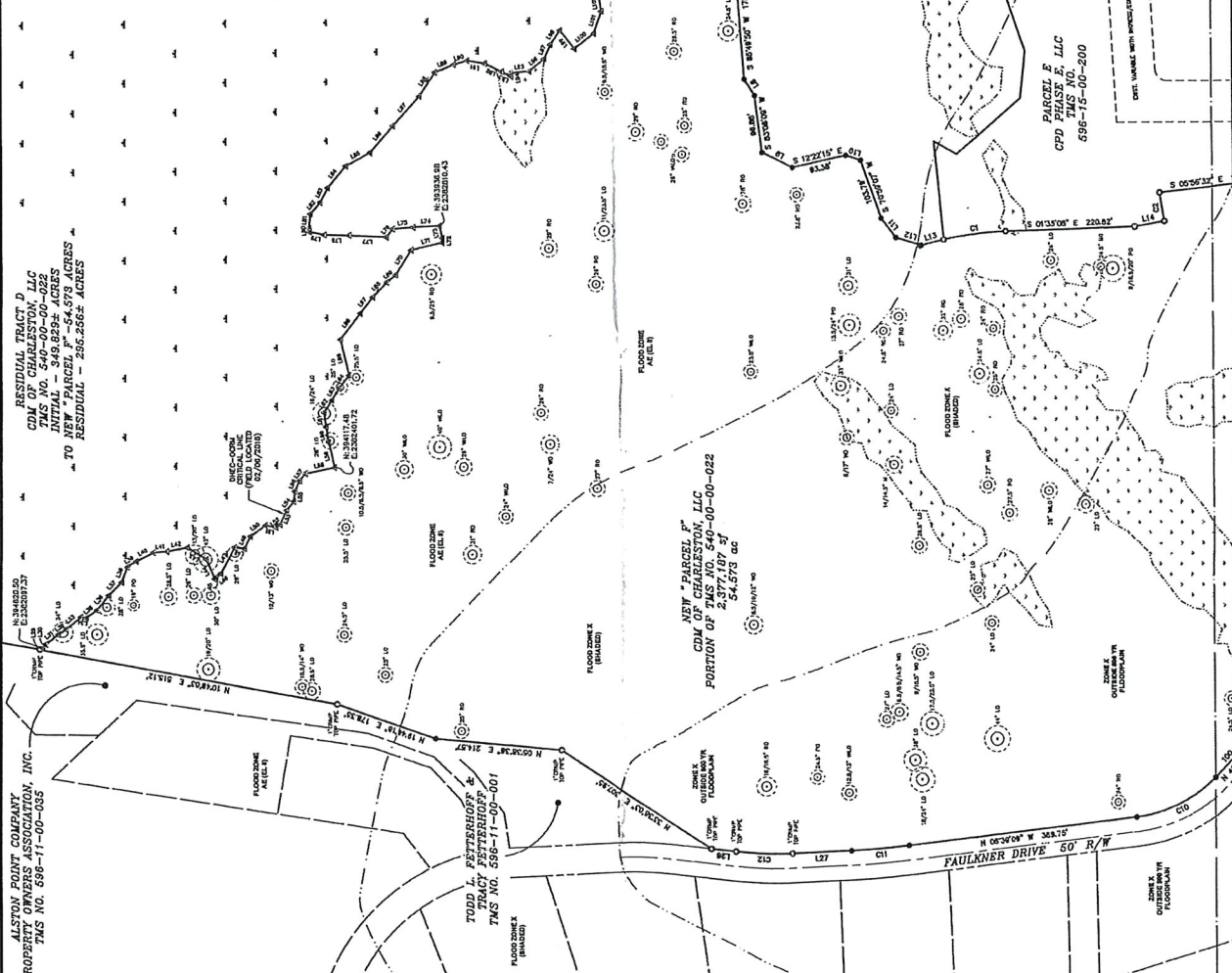
PLAT APPROVED
 BY: [Signature]
 DATE: 11/12/2018

FOR TOWN OF MOUNT PLEASANT AND CHARLESTON COUNTY USE ONLY:

RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 549-00-00-022
 INITIAL - 549,829± ACRES
 TO NEW PARCEL F - 54,573 ACRES
 RESIDUAL - 295,256± ACRES

NEW PARCEL F
 CDM OF CHARLESTON, LLC
 TMS NO. 549-00-00-022
 INITIAL - 549,829± ACRES
 TO NEW PARCEL F - 54,573 ACRES
 RESIDUAL - 295,256± ACRES

RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 549-00-00-022
 INITIAL - 549,829± ACRES
 TO NEW PARCEL F - 54,573 ACRES
 RESIDUAL - 295,256± ACRES



ALSTON POINT COMPANY
 PROPERTY OWNERS ASSOCIATION, INC.
 TMS NO. 596-11-00-005

RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 549-00-00-022
 INITIAL - 549,829± ACRES
 TO NEW PARCEL F - 54,573 ACRES
 RESIDUAL - 295,256± ACRES

NEW PARCEL F
 CDM OF CHARLESTON, LLC
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 INITIAL - 549,829± ACRES
 TO NEW PARCEL F - 54,573 ACRES
 RESIDUAL - 295,256± ACRES

CRITICAL LINE CERTIFICATION

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT REPTHE PROPERTY OWNERS ASSOCIATION, INC. THE DATE OF THIS SURVEY IS SUBJECT TO THE DATE OF THIS SURVEY SUBJECT TO THE COMPLETION OF ALL REQUIRED RECORDS.

DATE: 11/12/2018
 SURVEYOR: [Signature]

LEGEND

- IRON PIN (0.75" RED)
- IRON SET (0.75" RED)
- ADVANCED SURVEY
- RIGHT-OF-WAY
- CURB CUT (AS SHOWN)
- DITCH-CORNER CRITICAL LINE
- MATCH LINE
- FLOOD LINE

NOTICE:
 SEE SHEET 1 FOR OWNERS' RIGHTS AND OBLIGATIONS. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBDIVISION PLAT. SEE SHEET 3 FOR CURVE TABLE.

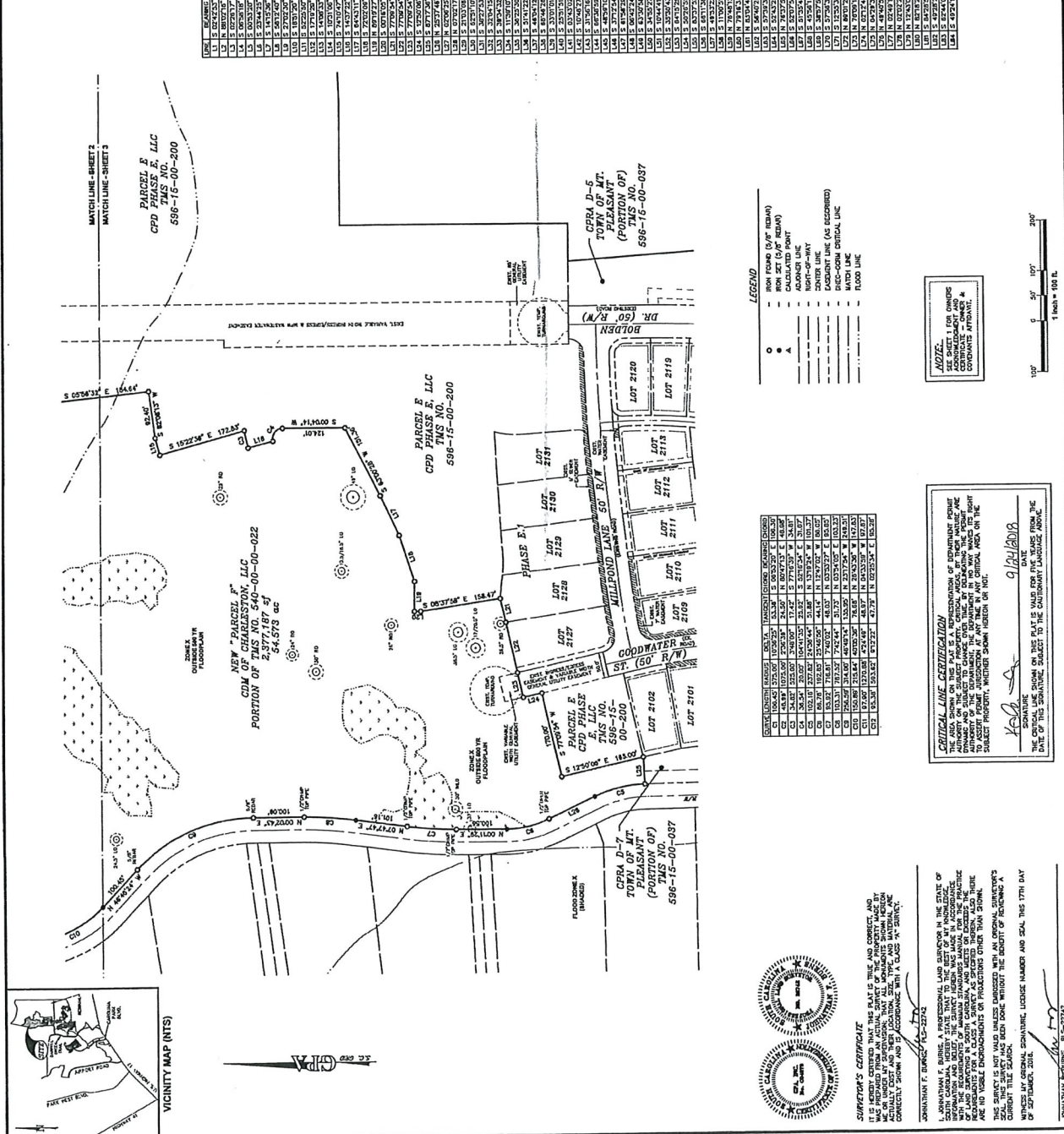
JOHNATHAN F. BRIDGES
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 10000
 STATE OF SOUTH CAROLINA
 2017 EXPIRES 06/30/2018
 2018 EXPIRES 06/30/2019
 2019 EXPIRES 06/30/2020
 2020 EXPIRES 06/30/2021
 2021 EXPIRES 06/30/2022
 2022 EXPIRES 06/30/2023
 2023 EXPIRES 06/30/2024
 2024 EXPIRES 06/30/2025
 2025 EXPIRES 06/30/2026
 2026 EXPIRES 06/30/2027
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 2028 EXPIRES 06/30/2029
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 2030 EXPIRES 06/30/2031
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 2041 EXPIRES 06/30/2042
 2042 EXPIRES 06/30/2043
 2043 EXPIRES 06/30/2044
 2044 EXPIRES 06/30/2045
 2045 EXPIRES 06/30/2046
 2046 EXPIRES 06/30/2047
 2047 EXPIRES 06/30/2048
 2048 EXPIRES 06/30/2049
 2049 EXPIRES 06/30/2050

DATE: 11/11/2018
 TIME: 10:15 AM
 DRAWN BY: J. B. BARNES
 CHECKED BY: J. B. BARNES
 SCALE: 1" = 100'

SHOWING THE SUBDIVISION OF
TRACT D (TMS NO. 540-00-022)
TO CREATE RESIDENTIAL AREA OF MOUNT PLEASANT
 LOCATED IN THE TOWN OF MOUNT PLEASANT
 CHARLESTON COUNTY, SOUTH CAROLINA
 CAROLINA PARK SUBDIVISION
 TRACT D (TMS NO. 540-00-022) (14.473 ACRES)
 CHARLESTON, LLC

FOR TOWN OF MOUNT PLEASANT AND CHARLESTON COUNTY USE ONLY:
PLAT APPROVED
 TOWN OF MOUNT PLEASANT, S.C.
 BY: *[Signature]*
 DATE: 11/11/2018
RECORDED
 DATE: 11/11/2018
 TIME: 10:15 AM
 DRAWN BY: J. B. BARNES
 CHECKED BY: J. B. BARNES
 SCALE: 1" = 100'

TRACT	AREA (AC)	PERCENTAGE	AREA (AC)	PERCENTAGE
1.01	0.0000	0.00%	0.0000	0.00%
1.02	0.0000	0.00%	0.0000	0.00%
1.03	0.0000	0.00%	0.0000	0.00%
1.04	0.0000	0.00%	0.0000	0.00%
1.05	0.0000	0.00%	0.0000	0.00%
1.06	0.0000	0.00%	0.0000	0.00%
1.07	0.0000	0.00%	0.0000	0.00%
1.08	0.0000	0.00%	0.0000	0.00%
1.09	0.0000	0.00%	0.0000	0.00%
1.10	0.0000	0.00%	0.0000	0.00%
1.11	0.0000	0.00%	0.0000	0.00%
1.12	0.0000	0.00%	0.0000	0.00%
1.13	0.0000	0.00%	0.0000	0.00%
1.14	0.0000	0.00%	0.0000	0.00%
1.15	0.0000	0.00%	0.0000	0.00%
1.16	0.0000	0.00%	0.0000	0.00%
1.17	0.0000	0.00%	0.0000	0.00%
1.18	0.0000	0.00%	0.0000	0.00%
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1.39	0.0000	0.00%	0.0000	0.00%
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1.47	0.0000	0.00%	0.0000	0.00%
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1.49	0.0000	0.00%	0.0000	0.00%
1.50	0.0000	0.00%	0.0000	0.00%
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1.52	0.0000	0.00%	0.0000	0.00%
1.53	0.0000	0.00%	0.0000	0.00%
1.54	0.0000	0.00%	0.0000	0.00%
1.55	0.0000	0.00%	0.0000	0.00%
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1.57	0.0000	0.00%	0.0000	0.00%
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1.61	0.0000	0.00%	0.0000	0.00%
1.62	0.0000	0.00%	0.0000	0.00%
1.63	0.0000	0.00%	0.0000	0.00%
1.64	0.0000	0.00%	0.0000	0.00%
1.65	0.0000	0.00%	0.0000	0.00%
1.66	0.0000	0.00%	0.0000	0.00%
1.67	0.0000	0.00%	0.0000	0.00%
1.68	0.0000	0.00%	0.0000	0.00%
1.69	0.0000	0.00%	0.0000	0.00%
1.70	0.0000	0.00%	0.0000	0.00%
1.71	0.0000	0.00%	0.0000	0.00%
1.72	0.0000	0.00%	0.0000	0.00%
1.73	0.0000	0.00%	0.0000	0.00%
1.74	0.0000	0.00%	0.0000	0.00%
1.75	0.0000	0.00%	0.0000	0.00%
1.76	0.0000	0.00%	0.0000	0.00%
1.77	0.0000	0.00%	0.0000	0.00%
1.78	0.0000	0.00%	0.0000	0.00%
1.79	0.0000	0.00%	0.0000	0.00%
1.80	0.0000	0.00%	0.0000	0.00%
1.81	0.0000	0.00%	0.0000	0.00%
1.82	0.0000	0.00%	0.0000	0.00%
1.83	0.0000	0.00%	0.0000	0.00%
1.84	0.0000	0.00%	0.0000	0.00%
1.85	0.0000	0.00%	0.0000	0.00%
1.86	0.0000	0.00%	0.0000	0.00%
1.87	0.0000	0.00%	0.0000	0.00%
1.88	0.0000	0.00%	0.0000	0.00%
1.89	0.0000	0.00%	0.0000	0.00%
1.90	0.0000	0.00%	0.0000	0.00%
1.91	0.0000	0.00%	0.0000	0.00%
1.92	0.0000	0.00%	0.0000	0.00%
1.93	0.0000	0.00%	0.0000	0.00%
1.94	0.0000	0.00%	0.0000	0.00%
1.95	0.0000	0.00%	0.0000	0.00%
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1.97	0.0000	0.00%	0.0000	0.00%
1.98	0.0000	0.00%	0.0000	0.00%
1.99	0.0000	0.00%	0.0000	0.00%
2.00	0.0000	0.00%	0.0000	0.00%



FOR TOWN OF MOUNT PLEASANT AND CHARLESTON COUNTY USE ONLY:

PLAT APPROVED

TOWN OF MOUNT PLEASANT, S.C.
 BY: *[Signature]*
 DATE: 11/12/2018

RECORDED

DATE: 11/12/2018 TIME: 1:34:14 PM
 SHEET: 1 OF 4
 RECORDED BY: *[Signature]*
 COUNCIL: *[Signature]*
 COUNTY: CHARLESTON COUNTY, SC

Professional Land Surveyor
 License No. 1515
 State of South Carolina
 1600 Riverchase Boulevard, Suite 300
 Charleston, SC 29407
 Phone: (843) 552-3333
 Fax: (843) 552-3334
 Email: info@cpa-llc.com
 Website: www.cpa-llc.com

SUBDIVISION PLAT

LOCATED IN THE TOWN OF MOUNT PLEASANT
 OWNED BY CDM OF CHARLESTON, LLC
 TO CREATE RESIDENTIAL AREA 2 - NEW PARCEL F (64,573 ACRES),
 TRACT D TMS NO. 544-00-00-022

SHOWING THE SUBDIVISION OF

RESIDUAL TRACT D
 TMS NO. 544-00-00-022
 INITIAL - 549,898± ACRES
 TO NEW "PARCEL F" - 54,573 ACRES
 RESIDUAL - 285,266± ACRES

RESIDUAL TRACT D
 TMS NO. 615-00-00-193

PHILIP
 O'NEILL
 & PAULIA
 O'REILLY
 TMS NO.
 00-00-171

JAMES W. MELTON, JR.
 & JORICE M. MELTON
 TMS NO. 615-
 00-00-174

C. RAY WRENN
 TMS NO. 615-
 00-00-149

DANIEL P. BLEWIS
 & ANITA S. BLEWIS
 TMS NO. 615-
 00-00-150

GEBSTORFER
 A. BATES &
 RHONDA R.P.
 TMS NO. 615-
 00-00-151

SCALE

1" = 100'

1/4" = 10'

1/8" = 5'

1/16" = 2.5'

1/32" = 1.25'

1/64" = 0.625'

RECORDING INFORMATION

DATE: 11/12/2018 TIME: 1:34:14 PM
 SHEET: 1 OF 4
 RECORDED BY: *[Signature]*
 COUNCIL: *[Signature]*
 COUNTY: CHARLESTON COUNTY, SC

COPYRIGHT NOTICE

THIS MAP IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR.

DISCLAIMER

THE SURVEYOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY THE CLIENT OR AS TO THE MERCHANTABILITY OF THE INSTRUMENTS USED IN THE SURVEY.

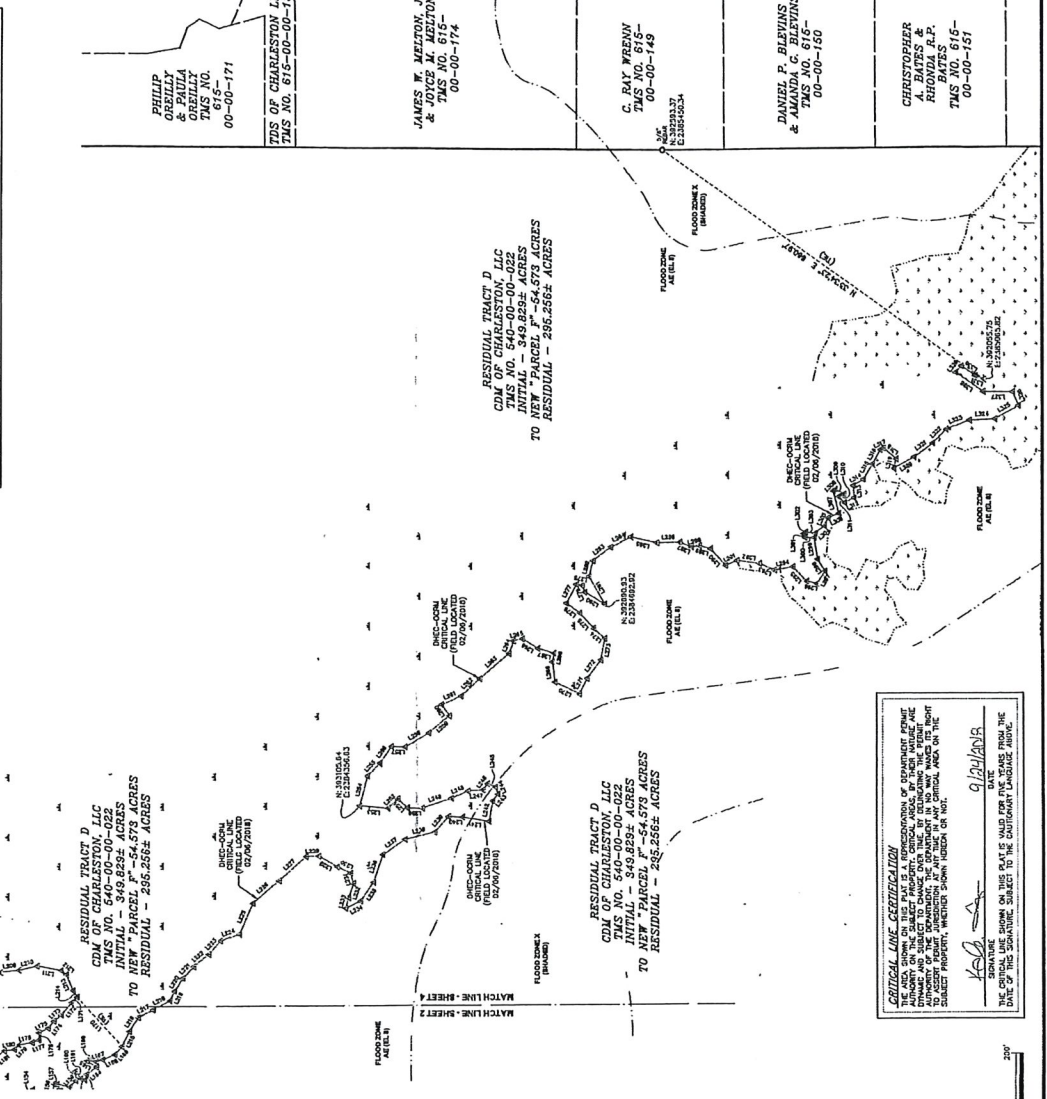
RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 544-00-00-022
 INITIAL - 549,898± ACRES
 TO NEW "PARCEL F" - 54,573 ACRES
 RESIDUAL - 285,266± ACRES

RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 615-00-00-193

RESIDUAL TRACT D
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RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
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RESIDUAL TRACT D
 CDM OF CHARLESTON, LLC
 TMS NO. 544-00-00-022
 INITIAL - 549,898± ACRES
 TO NEW "PARCEL F" - 54,573 ACRES
 RESIDUAL - 285,266± ACRES



VELOCITY MAP (NTS)

VICINITY MAP (NTS)

LEGEND

- Iron rebar (if present)
- Asphalt
- Concrete
- Calculated point
- Survey line
- County line
- Adjacent line (if recorded)
- Disc-O-Ram storage line
- Flood line

NOTES:

SEE SHEET 1 FOR OWNERS
 OWNERS' RECORDS ATTACHED
 SEE SHEET 3 FOR DRIVE VALE.

SHARON L. BIRNE, PLS-29242

SURVEYOR'S CERTIFICATE

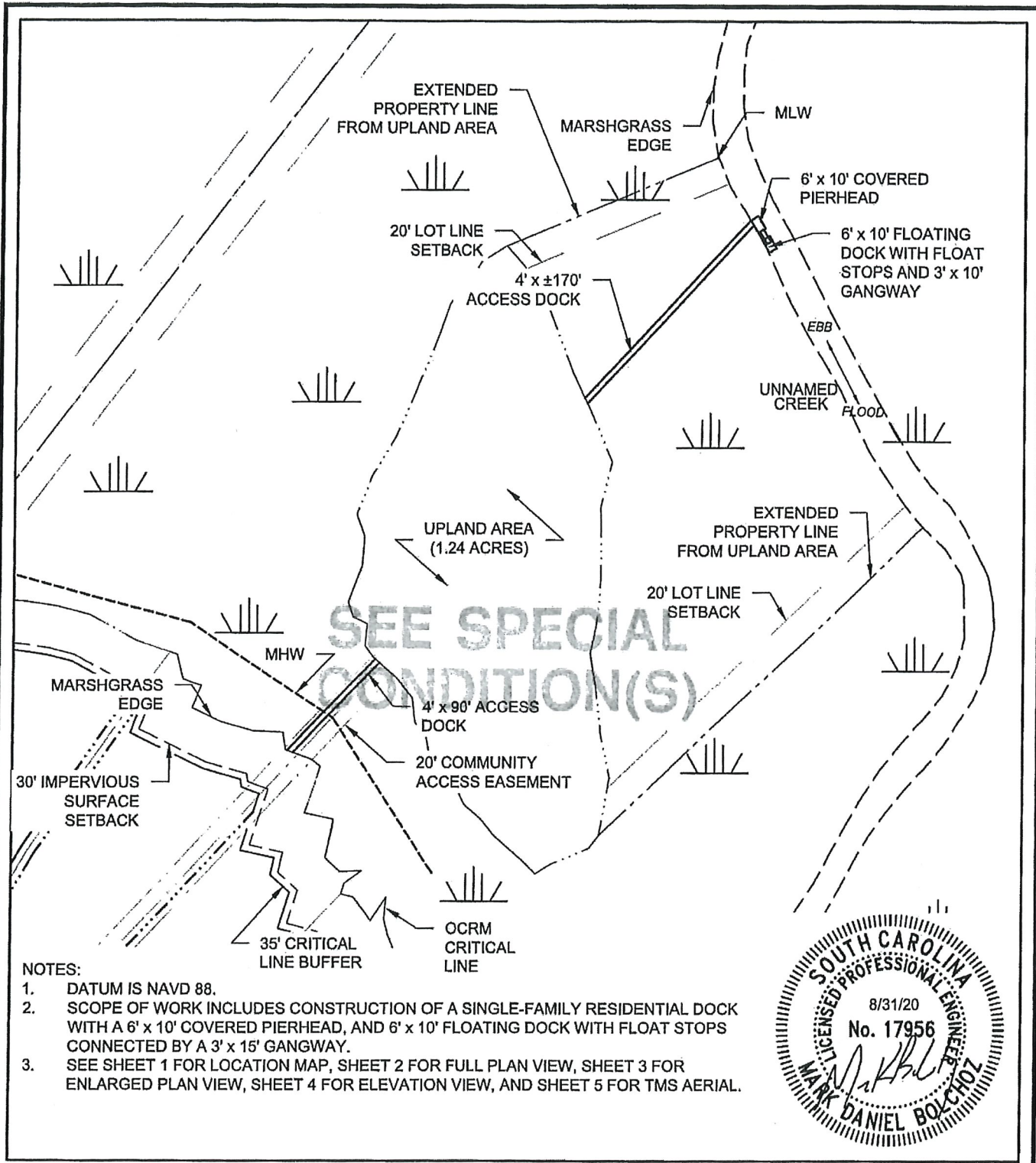
IT IS HEREBY CERTIFIED THAT THE PLAT IS TRUE AND CORRECT, AND THAT THE SAME ACCURATELY REPRESENTS THE FIELD DATA AS MADE BY ME OR UNDER MY SUPERVISION, THAT ALL NECESSARY STORM WATER CONDUITS ARE SHOWN AND CONFORM WITH A CLASS "B" SURVEY.

CONSTRUCTION OF RECORD, PLS-29242

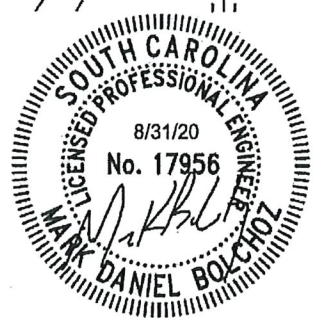
CONSTRUCTION OF RECORD, PLS-29242

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Exhibit B



- NOTES:
1. DATUM IS NAVD 88.
 2. SCOPE OF WORK INCLUDES CONSTRUCTION OF A SINGLE-FAMILY RESIDENTIAL DOCK WITH A 6' x 10' COVERED PIERHEAD, AND 6' x 10' FLOATING DOCK WITH FLOAT STOPS CONNECTED BY A 3' x 15' GANGWAY.
 3. SEE SHEET 1 FOR LOCATION MAP, SHEET 2 FOR FULL PLAN VIEW, SHEET 3 FOR ENLARGED PLAN VIEW, SHEET 4 FOR ELEVATION VIEW, AND SHEET 5 FOR TMS AERIAL.



APPLICATION BY: CAROLINA PARK DEVELOPMENT, LLC.
 2227 SAWYERS ISLAND DRIVE
 CAROLINA PARK SUBDIVISION, PHASE G
 MOUNT PLEASANT, SC
 CHARLESTON COUNTY
 TMS NO. 540-00-00-022
 ALSTON CREEK

FULL PLAN VIEW

0 50 100
 SCALE: 1" = 100'
 NORTH
 REVISED DATE: 08/31/20 SHEET 2

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