



hereby declares as follows. Attached hereto as **Exhibit "A"** are additional restrictions (the "Phase 5A Additional Restrictions") that shall encumber only that certain real property described on **Exhibit "A"** hereto. The Phase 5A Additional Restrictions shall be incorporated into this Declaration by reference as if it were a part hereof.

*[remainder of page intentionally left blank]*





**EXHIBIT "A"**  
**ADDITIONAL RESTRICTIONS FOR PHASE 5A TOWNHOME DISTRICT**

Pursuant to the powers retained by Declarant under the Declaration and as set forth in Section 7.4 of the Declaration, Declarant hereby subjects the real property described on Attachment "1" hereof (the "Phase 5A Property") to the additional restrictions set forth below (the "Additional Restrictions"), which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, including these Additional Restrictions, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

**ARTICLE 1**  
**Definitions**

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference together with any other capitalized terms defined therein.

**ARTICLE 2**  
**Phase 5A Townhome District Designation**

Pursuant to Section 3.3 of the Declaration, the Declarant hereby establishes and designates the real property described on Attachment 1 attached hereto as the "PHASE 5A TOWNHOME DISTRICT".

**ARTICLE 3**  
**Phase 5A Townhome District Association**

3.1 Establishment. Pursuant to Section 3.3 of the Declaration, the Declarant hereby establishes the Phase 5A Townhome District Association and declares that Owner(s) of Parcels within the Phase 5A Townhome District shall be members of the Phase 5A Townhome District Association in addition to the Association.

3.2 Functions. The Phase 5A Townhome District Association shall be the entity responsible for management, maintenance, operation and control of all real and personal property, including easements and licenses, which the Phase 5A Townhome District Association owns, leases or holds possessory or use rights in for the common use, benefit and enjoyment of the Owners of Parcels within the Phase 5A Townhome District. The Phase 5A Townhome District Association may adopt and impose additional covenants, restrictions, rules and regulations on the Phase 5A Townhome District, provided such covenants, restrictions, rules and regulations (a) do not conflict with the Declaration, (b) do not lower the covenants and standards contained in the Declaration, and (c) are approved in advance by the Declarant, such approval not to be unreasonably withheld, conditioned or delayed. The Phase 5A Townhome District

Association shall be the primary entity responsible for enforcement of such covenants, restrictions, rules and regulations.

3.3 Association Not Responsible for Maintenance. The Association shall not be responsible for maintenance of any real or personal property located on or used in connection with the Phase 5A Townhome District, including, but not limited to any improvements constructed on the Phase 5A Property, except (a) the landscaped buffer area not located within fifty (50) feet of the entrance to the Phase 5A Townhome District in the areas cross-hatched on Attachment 2, (b) street signs identifying the streets in the Phase 5A Townhome District and (c) the stormwater detention pond located in the Phase 5A Townhome District, which shall be maintained pursuant to a separate easement and cost sharing agreement related thereto. For avoidance of doubt, the Association shall not be responsible for installing signage, landscaping, lighting, or irrigation or maintenance of any of the foregoing in the cross-hatched areas as depicted on Attachment 2. Any signage, landscaping, or lighting installed on any portion of the Phase 5A Property will be subject to prior approval of the Association, which approval shall not be unreasonably withheld, conditions or delayed.

#### **ARTICLE 4**

##### **Phase 5A Townhome District Association Assessments**

4.1 District Assessor. As provided by Section 8.1 of the Declaration, the Phase 5A Townhome District Association shall be responsible for collecting all assessments levied against Parcels within the Phase 5A Townhome District and paying the full amount of such assessments to the Association on or before the date that such assessments are due.

4.2 Reduced General Assessment; Capital Contribution. In consideration of Phase 5A Townhome District Association's accepting maintenance responsibility as provided in Section 3.3 and pursuant to Declarant's rights reserved in Section 8.13 of the Declaration, the Owners of Parcels within the Phase 5A Townhome District shall pay only Eighty Percent (80%) of any General Assessment authorized by the Board. The reduced General Assessment permitted by this Section 4.2 shall be used to determine the capital contribution payable by Owners of Parcels within the Phase 5A Townhome District as set forth in Section 8.12 of the Declaration.

4.3 Other Assessments. The Phase 5A Townhome District Association shall be responsible for establishing and authorizing any other assessments against the Owners of Parcels within the Phase 5A Townhome District necessary to provide funds for the Phase 5A Townhome District Association to perform its obligations hereunder.

#### **ARTICLE 5**

##### **Additional Use Restrictions**

5.1. Residential Use. All Parcels in the Phase 5A Townhome District are hereby restricted to single-family residential use and shall be Residential Parcels. Residential Parcels may be used only for residential purposes of a single family and for ancillary business, home occupation, or home office uses. A business, home occupation, or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or

detectable by sight, sound, or smell from outside the Residential Parcel; (b) the activity conforms to all zoning requirements for the District; (c) the activity does not involve regular visitation of the Residential Parcel by clients, customers, employees, suppliers, or other invitees or door-to-door solicitation of residents of the District; (d) the activity does not increase traffic or include frequent deliveries within the District; (e) the activity conforms to the requirements of a customary home occupation as adopted from time to time by the Town of Mt. Pleasant; and (f) the activity is consistent with the residential character of the District and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the District, as may be determined in the sole discretion of the Board.

No other business, trade, or similar activity shall be conducted upon a Residential Parcel without the prior written consent of the Board. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Residential Parcel shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the District or its use of any Residential Parcel which it owns within the District, including the operation of a timeshare or similar program.

No garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon a Residential Parcel without the prior written consent of the Board and compliance with any rules adopted by the Board.

## 5.2. Leasing

Residential Parcels may be leased for residential purposes only. All leases of any Residential Parcel, or any portion thereof, shall require, without limitation, that the tenant acknowledge receipt of a copy of the Governing Documents. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

## 5.3. Occupancy of Unfinished Dwellings

No dwelling erected upon any Residential Parcel shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed, with “fully completed” meaning the date that a certificate of occupancy has been issued by the controlling governmental authority.

#### 5.4 Vehicles.

a. Automobiles, non-commercial trucks and vans shall be parked only in garages, driveways, other appropriate spaces or areas designated for parking by the Declarant and/or the Association, or otherwise as permitted by applicable law. No motorized vehicles shall be permitted on pathways, sidewalks, or unpaved areas except for public safety vehicles authorized by the Board. No automobile or non-commercial truck or van may be left upon any portion of the District, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the District.

b. Recreational vehicles shall be parked only in the garages, if any, serving the Residential Parcels or, with the prior written approval of the DRB, other hard-surfaced areas which are not visible from the street. "Visibility" shall be determined by the DRB in its sole discretion. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, motorcycles, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the District. The Declarant and/or the Association may designate certain parking areas within the District for recreational vehicles subject to reasonable rules and fees, if any.

c. Construction, service and delivery vehicles may be parked in the District during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the District.

d. All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. Any vehicle parked in violation of this Section or any parking rules promulgated by the Board may be towed in accordance with the Governing Documents.

5.5 Combustible Liquid. There shall be no storage of gasoline, kerosene, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Residential Parcel for emergency purposes and operation of lawn mowers, grills, and similar tools or equipment and except as may be approved in writing by the DRB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

5.6 Guns. The discharge of firearms on the District is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

5.7 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped, improved and maintained so as to permit safe sight across such areas. No fence, wall, hedge or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.



## 5.8 Drainage and Grading.

a. Catch basins and drainage areas are for the purpose of natural flow of water only. No Improvements, obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

b. Each Owner shall be responsible for maintaining all drainage areas located on its Residential Parcel. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.

c. Each Owner shall be responsible for controlling the natural and man-made water flow from its Residential Parcel. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the District with excessive water flow from its Residential Parcel. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Residential Parcels. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Residential Parcel.

d. Use of any areas designated as “drainage easement areas” on any recorded subdivision plat of the District, shall be subject to strict prohibitions against encroachment of structures into, over or across the drainage easement areas, and the right of the Declarant to enter upon and maintain the drainage easement areas. Such maintenance activities may include disturbance of landscaping pursuant to the terms contained in any declaration of easements, notwithstanding approval of the landscaping as set forth in Article 9.

e. No Person shall alter the grading of any Residential Parcel without prior approval pursuant to Article 9 of the Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the District for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Residential Parcel without the Owner’s consent.

f. All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of Improvements on any Residential Parcel and in conducting any activity within non-disturbance buffer zones.

5.9 Irrigation. Owners shall not install irrigation systems which draw upon ground or surface waters nor from any lakes, ponds, or other body of water within the District. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility and the Phase 5A Townhome District Association may install an irrigation system in the common area of the Phase 5A Townhome District which draws upon ground water.

5.10 Streams. No streams, which run across any Residential Parcel, may be dammed, or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11 of the Declaration.

5.11 Timesharing. No Residential Parcel within the District shall be made subject to or be operated as a timesharing, fraction sharing, or similar program whereby the right to exclusive use of the Residential Parcel rotates among participants in a program on a fixed or floating time schedule over a period of years, except as permitted in writing by the Declarant during the Development Period and the Association thereafter.

## **ARTICLE 6**

### **Specific Architectural Guidelines and Restrictions**

In addition to the requirements of Article 9 of the Declaration, the following items are strictly regulated, and the reviewing body pursuant to Section 9.2 of the Declaration shall have the right, in its sole discretion, to prohibit or restrict these items within the Phase 5A Townhome District. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the DRB. The DRB may, but is not required to, adopt additional specific guidelines as part of the Design Guidelines.

a. Signs. No signs or displays of any kind shall be erected by or on behalf of an Owner or Occupant without the prior written consent of the DRB, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the DRB in its sole discretion. Unless in compliance with this Article 9, no signs or other displays shall be posted or erected by or on behalf of any Owner or Occupant within any portion of the District, including the Common Area, any Residential Parcel or any structure or dwelling located on the Common Area or any Residential Parcel (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion), or within any Adjacent Property.

Except as provided in Section 13.2 of the Declaration or unless a written variance is granted pursuant to Section 9.5, no "for sale" or "for lease" signs shall be permitted within any portion of the District, including any Residential Parcel. In addition, no brochure racks, information tubes, boxes or any other item or object may be placed on or erected within the District or attached to or placed on or adjacent to any permitted sign, either permanently or temporarily, without the prior written consent of the DRB. The Declarant and the DRB reserve the right to prohibit other types of signs and/or displays, and may also restrict the size, content, color, lettering, design and placement of any approved signs and/or displays. All approved signs and/or displays must be professionally prepared. This subsection shall not apply to entry, directional, marketing, or other signs installed by the Declarant or its duly authorized agent(s) as may be necessary or convenient for the marketing and development of the District. In addition to all other rights and remedies set forth in the Declaration, the DRB, the Declarant, and the Board shall have the right to enter property and to remove any sign or display posted in violation of this provision, and such entry shall not constitute a trespass.

b. Tree Removal. No trees that are more than six (6) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the DRB; provided however, any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence, or a driveway, or any diseased or dead trees needing to

be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the DRB. The DRB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed. The above requirements shall be in addition to, and not in lieu of, any requirements with respect to tree removal imposed by any governmental authority.

c. Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Residential Parcel; (2) one (1) approved decorative post light; (3) pathway lighting; (4) street lights in conformity with an established street lighting program for the District; (5) seasonal decorative lights during the usual and common season; (6) front house illumination of model homes; or (7) any additional lighting as may be approved by the DRB. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

d. Temporary or Detached Structures. Except as may be permitted by the DRB during initial construction, or the MC thereafter, no temporary house, dwelling, garage or outbuilding shall be placed or erected on any Residential Parcel. Except as otherwise specifically provided by the Declaration or these Additional Restrictions, no mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Residential Parcel as a temporary or permanent dwelling.

e. Accessory Structures. With the approval of the DRB, detached accessory structures may be placed on a Residential Parcel to be used for a playhouse, swimming pool, tennis court, tool shed, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the Residential Parcel. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the DRB, an accessory structure placed on a Residential Parcel shall be located only behind the dwelling as such dwelling fronts on the street abutting such Residential Parcel or in a location approved by the DRB. All accessory structures shall be located within side and rear setback lines as may be required by the DRB or by applicable zoning law. The Design Guidelines may include requirements with respect to accessory structures on Residential Parcels which have not been designated as Residential Parcels.

f. Antennas and Satellite Dishes. No transmission antenna, except for customer-end antennas that receive and transmit fixed wireless signals, may be erected anywhere on the District without written approval of the DRB. No direct broadcast satellite (“DBS”) antenna or multi-channel multi-point distribution service (“MMDS”) larger than one meter (39.37”) in diameter shall be placed, allowed, or maintained upon any portion of the District, including but not limited to any Residential Parcel. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communications Commission (“FCC”) rules and any requirements of the DRB and the Association that are consistent with the rules of the FCC, as they may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Residential Parcel which permits reception of an acceptable signal. Except as otherwise provided by this subsection, no antenna or other device for the transmission or reception of television signals,

radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the District, including but not limited to any Residential Parcel, whether attached to a structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

g. Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

h. Standard Mailboxes. All dwellings within the District shall have standard mailboxes or centralized mail kiosks conforming to postal regulations and the guidelines for such mailboxes adopted by the DRB. The DRB may adopt different standard mailboxes for each District. By accepting a Deed to a Residential Parcel, each Owner agrees that the DRB may remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Residential Parcel, and all claims for damages caused by the DRB are waived.

i. Minimum Dwelling Size. The Design Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one District to another. Upon written request of an Owner, the DRB may waive the minimum square footage requirement if, in the DRB's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the District.

## ATTACHMENT 1


### LEGAL DESCRIPTION OF THE LAND COMPRISING PHASE 5A PROPERTY

ALL that certain piece, parcel or tract of land, lying, being and situate in the Town of Mount Pleasant, Charleston County, State of South Carolina, being shown and designated as **New Parcel B-5** as more fully shown on a plat entitled, "SHOWING THE SUBDIVISION OF TRACT B, TMS NO. 540-00-00-035 TO CREATE NEW PARCEL B-5 & RESIDUAL TRACT B OWNED BY CDM OF CHARLESTON, LLC, LOCATED IN THE TOWN OF MT. PLEASANT, CHARLESTON COUNTY, S.C.", dated May 21, 2013, prepared by GPA Professional Land Surveyors, and recorded June 18, 2013, in Plat Book L13 at pages 0211 through 0212 in the RMC Office for Charleston County, South Carolina.

A portion of TMS#: 540-00-00-035

**ATTACHMENT 2**

**DEPICTION OF BUFFER AREA AND MAINTENANCE RESPONSIBILITY**

 PORTION OF BUFFER WHERE CAROLINA PARK COMMUNITY ASSOCIATION

IS NOT RESPONSIBLE FOR MAINTENANCE

NOTE: TOWNHOME DEVELOPER RESPONSIBLE FOR OFF-SITE DRAINAGE IMPROVEMENTS NEEDED TO MEET WATER QUANTITY & QUALITY REQUIREMENTS OF GOVERNING AGENCIES AND MEET REQUIREMENTS OF THE MASTER DRAINAGE SYSTEM

PHASELINE (TYP)

SHARED ALLEY

PHASE 5B (SINGLE FAMILY)

PHASE 5A (84 TOWNHOMES)

50' BUFFER ALONG CAROLINA PARK BLVD

TO BE MAINTAINED BY CAROLINA PARK COMMUNITY ASSOCIATION

PHASELINE (TYP)

PROJECT NAME: CAROLINA PARK  
DATE: 2/26/13  
SCALE: 1" = 100'

SWA

EXHIBIT B

# RECORDER'S PAGE



**NOTE:** This page **MUST** remain with the original document

*SMIT*

**Filed By:**

DODDS & HENNESSY, L.L.P.  
ATTORNEYS AT LAW  
973 HOUSTON NORTHCUTT BLVD.  
MT. PLEASANT SC 29464

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