

225/1045

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

CONSOLIDATION AND DECLARATION OF RIGHTS,
COVENANTS, AND RESTRICTIONS APPLICABLE
TO PLEASANT FARM SUBDIVISION, PORT ROYAL
ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA,
AND PROVISIONS FOR THE PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC.

WHEREAS, SOUTHPORT DEVELOPMENT CORPORATION, (hereinafter sometimes called "Company") is the owner of certain real property known as Pleasant Farm Subdivision which is more fully described and shown on a plat of Pleasant Farm Subdivision recorded in Plat Book 22 at Page 172 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, SOUTHPORT DEVELOPMENT CORPORATION has previously made and recorded a Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision dated August 6, 1973, and recorded in Deed Book 212 at Page 1208 and an Amended Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, dated April 11, 1974, and recorded in Deed Book 219 at Page 1461; and

WHEREAS, the certain Declaration of Rights, Covenants and Restrictions, et al, dated the 6th day of August, 1973, as above referenced contain in Article VIII (d) the provision that the Company, its successors or assigns reserve the right to amend, add to, or delete these conditions, restrictions and limitations and any others which may be later established..."; and

WHEREAS, at a meeting on the 21st day of November 1974, the Board of Directors of SOUTHPORT DEVELOPMENT CORPORATION adopted a resolution to amend, modify and consolidate the aforesaid covenants and restrictions; and

WHEREAS, SOUTHPORT DEVELOPMENT CORPORATION has previously conveyed to Vera B. Gollihugh, Developer, Lots

2, 3, 4, 17, 43, 46, and 65 of said Subdivision and the said Vera B. Gollihugh, Developer desires to join in this CONSOLIDATION AND DECLARATION OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT COUNTY SOUTH CAROLINA, AND PROVISIONS FOR THE PLEASANT FARM HOMEOWNERS ASSOCIATION, INC.; and

WHEREAS, Vera B. Gollihugh, Developer, has previously conveyed Lot 46 of said subdivision to Douglas G. Cail and Elizabeth J. Cail; Lot 2 of said subdivision to Robert G. Arthur and Gladys J. Arthur; and Lot 17 of said subdivision to Donald R. Stanton and Ella B. Stanton; and the said Douglas G. Cail and Elizabeth J. Cail, Robert G. Arthur and Gladys J. Arthur, and Donald R. Stanton and Ella B. Stanton desire to join in this CONSOLIDATION AND DECLARATION OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, AND PROVISIONS FOR THE PLEASANT FARM HOMEOWNERS ASSOCIATION, INC.;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that SOUTHPORT DEVELOPMENT CORPORATION, a South Carolina Corporation, with the consent of Vera B. Gollihugh, Developer, Douglas G. Cail and Elizabeth J. Cail, Robert G. Arthur and Gladys J. Arthur, and Donald R. Stanton and Ella B. Stanton, does hereby declare that the real property known as Pleasant Farm Subdivision as hereinabove described and such additions thereto as may hereafter be made, are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to this CONSOLIDATION AND DECLARATION OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, AND PROVISIONS FOR THE PLEASANT FARM HOMEOWNERS ASSOCIATION, INC. (sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this

Declaration, or in any amendment or supplement to this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Company" shall mean Southport Development Corporation, and its successors and assigns.

(b) The "Property" shall mean and refer to the Property described in Article II hereof and any additions thereto, which are subjected to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

See Second Amendment *** (c) "Common Properties" shall mean and refer to the roadways, buffer areas and community areas, to those areas of land together with any improvements thereon so designated on any recorded plat of the properties and to those which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners of the Properties, subject to any fee schedules and operating rules adopted by the Association.

(d) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached single-family dwelling as shown upon any recorded map or plat of any part of the Property, but not including the Common Properties as heretofore defined.

(e) "Association" shall mean and refer to the Pleasant Farm Homeowners Association, Inc., a South Carolina non-profit corporation.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any lot situated upon the Property but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure; nor shall the term "owner" mean or refer to any lessee or tenant of an Owner.

(g) "Member" shall mean and refer to all those owners who are Members of the Association as provided in Section I of Article III hereof.

(h) "Committee" shall mean the Architectural Control Committee.

ARTICLE II

Section 1. The property which is hereby made subject to these covenants, and which is and shall be held, owned,

transferred, sold, conveyed, leased and occupied subject to ~~these covenants is located in Port Royal Island near the~~ City of Beaufort in Beaufort County, South Carolina, and is more particularly described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina, shown and designated as Pleasant Farm Subdivision on a plat thereof recorded in Plat Book 22 at Page 172 in the Office of the Clerk of Court for Beaufort County, South Carolina.

See Second Amendment *** Section 2. Additions to the Property. Additional lands may become subject to this Declaration in the following manner: The Company may at any time annex additional lands to the Property by executing, acknowledging, and filing of record a Supplemental Declaration describing the land to be annexed, provided that the annexed lands are contiguous with the Property and are developed or to be developed in accordance with a general plan not unlike the Property. Owners of Lots in the annexed land shall be members of the Association, with all the rights, duties, responsibilities, and benefits of owners of Lots in the Property, including liability for assessments.

Any Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Company and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject to the Covenants to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Members

other than the Company shall be entitled to one vote for each Lot which they own. When more than one person owns any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The Company shall have one vote for each Lot which it owns for a period of three years or until one-third of all lots are sold whichever occurs first.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Company may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as the Association is able to maintain the same, but notwithstanding any provision herein, the Company hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association no later than January 1, 1977; or upon the sale of one-third of the lots, whichever occurs first. Said Common Properties may be conveyed subject to all restrictive covenants of record.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Company and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Properties; and

(b) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any Member for a period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessments; and

(c) The right of the Company or Association to dedicate or transfer to any public agency or private utility company, utility easements on any part of the Common Properties; and

(d) The right of the Association to give, sell, or lease any part of the Common Properties to any Member, group of Members, public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift, sale, lease or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer, lease and determination as to purpose and conditions shall be authorized by the vote of three-fourths (3/4) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication, transfer or lease affecting the Common Properties prior to the recording thereof. Such a certificate shall be conclusive evidence of authorization by the membership of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Company, for each lot owned by it within the Property, hereby covenants and each Owner of any Lot shall by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree for himself, his heirs, executors, administrators, successors and assigns to all the terms and provisions of these covenants and to

pay to the Association: (1) Annual Assessments or charges for the purposes as set forth in Section 2 of this Article.

(2) Special Assessments for the purposes set forth in Section 4 of this Article, such Assessments to be fixed, established and collected from time to time as hereinafter provided. Each Lot shall be assessed equally by dividing the total assessment by the then number of Lots. The Annual and Special Assessments together with such interest thereon and costs of collection therefor as hereinafter provided shall be a charge and continuing lien on the land and all the improvements thereon against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

The lien provided for herein shall be subordinate to the lien of any mortgage or financing statement hereafter placed upon the Properties subject to those covenants, provided, however, that such subordination shall apply only to the fees, dues or assessments, which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any fees, dues, or assessments thereafter becoming due nor from the lien of any such fees, dues or assessments.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for the improvements, maintenance and operation of the Common Properties and roadways, including but not limited

to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, amortization of any mortgages thereon, and for the cost of labor, equipment, materials, management and supervision thereof.

The Special Assessments shall be used for the purposes set forth in Section 4 of this Article.

See Second Amendment *** Section 3. Basis and Maximum of Annual Assessments.

For the year beginning January 1, 1973, the Annual Assessments shall not be more than Ten (\$10.00) Dollars per month per lot unless a higher Annual Assessment is approved by a majority of the vote at the annual or any special meeting of the Association.

For the year beginning January 1, 1974, and thereafter, the Directors of the Association shall fix the Annual Assessments at such amount as they shall deem necessary, taking into consideration the current maintenance costs and the future needs of the Association.

Section 4. Special Assessments for Improvements and Additions. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or additions to the Common Properties, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting of Members, written notice of which shall be sent by mail to all Members at least ten (10) days in advance and shall set forth in the purpose of the meeting.

Section 5. Quorum for any Action Authorized. The presence at the meeting of Members, or of proxies, entitled to cast sixty-six (66%) percent of the total vote of the membership shall constitute a quorum. If the required

quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section 4 and the required quorum shall be fifty (50%) percent of the total number of vote of the membership of the Association provided that such meeting shall be called sooner than ten (10) days following such preceding meeting.

the SEcond Amendment *** Section 6. Date of Commencement of Annual Assessments

Due Dates. The Annual Assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The First Annual Assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable the first day of January of said year.

The amount of the Annual Assessment which may be levied for the balance remaining in the first year of the Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 3 hereof, as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first annual assessment levied against any property which is hereafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period and shall, at that time, prepare a roster of all Lots of the Property and assessments applicable

thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; The personal obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall together with interest thereon at the rate of eight (8%) percent per annum from the due date and costs of collection as hereinafter provided become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 9. Exempt Property. Only land within the Property which has been subdivided into Lots and the plats thereof filed for public record in the Office of the Clerk of Court for Beaufort County, South Carolina, shall constitute

Lots for purposes of these Assessments. The following property, individuals, partnerships, or corporations, subject to this Declaration, shall therefore be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All properties to the extent of any easement therein other than a utility easement dedicated to and accepted by a local public authority and devoted to public use which does not adversely affect the Owner's use of the Property;
- (c) All Common Properties as defined in Article I, Section 2, hereof;
- (d) All Properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemptions.

ARTICLE VI

USE OF PROPERTY

See fourth Amendment, *** Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height. No business or profession of any kind shall be conducted from any residence within this subdivision.

Section 2. Architectural Control. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot nor shall any clearing of trees or change of property grade be made until the construction plans and specifications and plan showing the nature, kind, shape, height, quality of workmanship, materials, location and grade of same shall have been submitted to and approved by the Architectural Control Committee.

See First & Third Amendment *** Section 3. Size of Residence. No dwelling shall be placed on any lot that contains less than 1,000 square feet of heated floor space exclusive of garages, porches, utility rooms,

or like areas.

On all lots, no residence shall be located, placed, altered, or permitted to remain containing less than 600 square feet of floor space on the ground floor, nor less than 400 square feet of floor space on the section floor. Additionally, no residence shall be more than forty (40) feet in height.

In computing the square footage of any split level residence, any basement which is finished and heated shall be computed on a one-half of its square footage towards computation of the total square footage required. In computing the square footage of any 1 1/2 story residence, no credit shall be given for the square footage area above the main ground floor area. The Architectural Control Committee in its sole and absolute discretion may waive the footage requirements for any plans if in its opinion the appearance and construction of such building will not detract from the Property as a whole.

Section 4. Completion of Construction. Any construction undertaken on any Lot shall be pursued with diligence toward the completion thereof and construction of any dwelling shall be completed within one year from commencement of construction, except that such period may be extended by reason of acts of God, labor disputes or other matters beyond the Owner's control.

Section 5. No lot shall be subdivided to a size smaller than that shown on the recorded plat or plats hereafter recorded of the property. No lot shall be subdivided or its boundary lines changed except with the express written consent of the Association, its successors or assigns. With the consent of the Association, any two or more lots shown on the plat of said property or on such plats or portion of said property hereafter filed in the Office of the Clerk of Court for Beaufort County may be replatted to create a modified building lot or lots and to take such other steps

as are reasonably necessary to make such replatted lot or lots suitable and appropriate as a building site including but not limited to relocation of easements, walkways, roadways, to conform to the boundaries of this said replatted lot or lots.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Association shall be the sole judge of what constitutes an annoyance or nuisance or noxious or offensive behavior. There shall not be erected, constructed, maintained, used, operated or permitted to remain on any of the Property any nuisance of any kind or character.

Section 7. No sign shall be erected, displayed or otherwise exposed to view on the Property without the prior written consent of the Association: provided, however, that an Owner may erect one family name sign not more than seventy-five (75) square inches and one sign not more than five (5) square feet advertising the property for sale or lease, and provided further that a builder or contractor may erect his company sign during the construction period. No such sign shall be illuminated. The Association reserves the right for itself, its successors and assigns, to enter upon any lot or common area upon which an unauthorized sign is erected or displayed and to summarily remove and destroy such unauthorized sign.

Section 8. No tent, temporary shelter, mobile home, trailer, camper, barn or other structure or outbuilding shall be permitted on any lot or any of the common areas, except during construction of a dwelling house or other authorized structure without the prior written consent of the Association, and no such tent, temporary shelter, mobile home, trailer, camper, barn or other structure or outbuilding shall be used

as a residence, either temporarily or permanently.

Section 9. No trash, rubbish, garbage, debris, weeds, undergrowth or other unsightly material shall be deposited or allowed to accumulate on the Property, in any watercourse or marsh area, or on the right-of-way of any road, or street except building materials during the course of construction on site. It shall be the responsibility of each Owner to see that all trash and debris are removed promptly upon completion of construction, and the Association reserves the right, upon the failure of the Owner to remove such trash and debris, to enter upon the land, without such entry being deemed a trespass, and to do such things and perform such labor as is in the opinion of the Association necessary or desirable to maintain the property neatly and in good order. The cost of such cleaning will be charged to the Owner, but his reservation of right of entry shall not constitute an obligation on the part of the Association to perform any of the acts or labor mentioned in this paragraph.

Section 10. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats and caged birds, shall be kept upon any Lot without written consent of the Association, nor shall any occupant of any Lot permit such dogs, cats, livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants or Owners of Lots. No dogs or cats may be kept on said Lots and bred and maintained for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The Association shall be the sole judge of whether such breeding constitutes a nuisance.

*** Section 11. No living tree having a diameter of two (2) inches at a point four (4) feet above ground shall be cut on any of the Lots without the prior consent in writing of the Architectural Control Committee. In the event a tree is cut without permission, a penalty of Two Hundred (\$200.00)

See Fifth Amendment

Dollars per tree may be assessed against the Owner of such lot authorizing, directly or permitting such cutting. The penalties for cutting trees shall be payable to the Association.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Artesian Wells and Sewage Disposal Systems. No artesian well may be drilled on any Lot or common area without the written consent of the Association. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining roads, lots, marshes and common areas with the building plan for the screening first to be approved by the Architectural Control Committee.

No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of Beaufort County Department of Public Health. Approval of such system shall be obtained from such authority by the Owner prior to construction.

See Fifth Amendment *** Section 14. Service Court. A fenced service court, or drying yard area, hidden from view as much as practical from any adjacent road or street adjoining Lot, must be included in the architectural or landscape plans, and constructed so as to blend with the dwelling house and to provide space for garbage and trash cans, air conditioning compressors, wood piles, clothes, drying area and other similar uses. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

Section 15. Marshes, Watercourses, Drainage. No

Fifth Amendment
** Section 14A

Property Owner shall effect any action to change the level or course of, or fill, any marsh area, lagoon, watercourse, swale, or drainage ditch without the written consent of the Association. Unless otherwise agreed with the Association in writing, the Owner of each Lot abutting on a lagoon or pond or through which passes a watercourse, drainage ditch or swale shall keep the portion of such lagoon, pond, watercourse, drainage ditch or swale lying within or contiguous to his Lot in clean and orderly condition and shall maintain in the proper depth and grade of the ditches and swales. The Association reserves the right to enter onto such Lot and perform work deemed necessary by it and charge such cost against the Owner of said Lot. This reservation shall not constitute an obligation on the part of the Association to perform any of the acts mentioned above.

See Fifth Amendment
*** Section 15A

See Fourth Amendment

*** Section 16. No non-motorized recreational vehicles shall be parked in or on any roadway or lot in Pleasant Farm Subdivision. All boats, trailers and non-motorized recreational vehicles shall be kept in areas designated by the Association. Motorized recreational vehicles such as Winnebago campers may be parked on lots. No automobile may be kept or parked on any road or lot that does not have a current motor vehicle registration, license tags, or vehicle safety inspection sticker. No repairs may be made to any vehicle or automobile on any lot or road unless such repair is a minor element of the vehicle such as repairing a flat tire.

See Fourth Amendment ***

Section 17.

See Fifth Amendment *** Section 17.

ARTICLE VII

Section 1. Approval of Architectural, Lot Use and Landscape Plans. No building, fence, wall, swimming pool, screening device, or other structure of any kind shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape,

height, materials, floor plans, exterior color scheme, location and approximate square footage, the elevations above highwater in the marsh, and materials to be used in the construction of any dock, wharf or pier, the location of any septic tank and the grading of the Lot or area to be built upon shall have been submitted to, and approved in writing by the Architectural Control Committee, its successors and designated assigns. The Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed improvement, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the improvements as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, other approved structures, including all mail boxes shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residences.

Such building plans and specifications shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building and other facilities on the Lot or area with all setbacks indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches or more at ground and shall indicate driveway, service court, parking and all such additional facilities.

No building may be constructed on any Lot without the full and active supervision of an architect or building

contractor.

Each Lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the Committee in writing before any landscaping is actually executed.

No specific set back lines for the location of dwellings are established by these covenants. In order to assure that the locations of houses will be staggered as practicable and appropriate so that the maximum amount of view and breeze will be available to each house and so that structures will be located with regard to the topography of each individual lot and with regard to preservation of important trees on each individual lot, the Company reserves unto the Architectural Control Committee described in Section 2 of this Article the right to control absolutely and solely the precise site and location of any house or other structure upon all lots. Reasonable opportunity shall be afforded to each lot owner to recommend a specific site, but the Architectural Control Committee shall have absolute and sole discretion to determine the siting and location of each house upon each individual lot.

See Fourth Amendment *** Section 2. Architectural Control Committee.

(a) An Architectural Control Committee is herewith established being comprised initially of John M. Trask, Jr., Arthur B. Horne, and A. T. Gollighugh, all residents of Beaufort County, South Carolina. This initial committee shall serve for a period of three years at the end of which time the Association shall elect new members to serve one year periods of time and these Committees shall serve annually seeking office on January 1st of each year hereafter. However, if one-third of the lots in Pleasant Farm Subdivision are sold prior to this three year period, a meeting shall be called by the Association and the Committee shall be elected by the Association. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the member of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Pleasant Farm Homeowners Association by a vote of three-fourths (3/4) of the members shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or

restore to it any of its powers or duties.

(b) Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

See Second Amendment

ARTICLE VIII

The following rights are reserved by the Association to itself, its successors and assigns:

(a) The Association, its successors and assigns, reserve a perpetual easements in, on, over and under all streets, lanes, and drainage and utility easements in, on, over and under a strip of land five (5) feet in width (unless otherwise indicated on the subdivision plat or individual lot plats) along the side, front, and rear property lines of each Lot and area along all right-of-ways and the entrance road or street to the subdivision, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephones, electric power and other purposes and to lay, install, and maintain facilities for sewage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the Association to provide and maintain any such activity or service. It shall be the responsibility of each Lot Owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The Association, its successors and assigns, reserve the right to enter upon the Lots at all times for any such purposes and the right to cut down any trees or bushes that interfere or threaten interference with any such use or right. An easement is reserved for surface drainage in and along all right-of-ways and the entrance road or street.

(b) Prior to the commencement of construction upon any Lot, the Association, its successors assigns and licensees shall have the right to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

(c) Association, its successors, assigns, employees, and licensees shall have the unobstructed use at all times of all streets, roadways, easements areas and common areas.

(d) Association, its successors and assigns, reserve the right to amend, add to, or delete these conditions, restrictions and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contract for deeds for any and all Lots in Pleasant Farm Subdivision, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions and limitations herein contained, but shall not necessarily be consistent therewith.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive period of ten (10) years unless three-fourths (3/4) of the vote at a duly called meeting of the Association approves an amendment to the covenants and restrictions provided, however, that no such amendment shall be effective unless made and recorded sixty (60) days in advance of the effective date of such change, and unless written notice of the proposed amendment is mailed to every Owner of a Lot and to the Company at least thirty (30) days in advance of the meeting.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary

of the Association in writing of any change of address.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and failure by the Association or any Owner or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. Severability. These covenants and restrictions are hereby declared to be severable, and should any covenant or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof the remainder shall continue in full force and effect.

It is the true intent and purpose of SOUTHPORT DEVELOPMENT CORPORATION, Vera B. Gollihugh, Developer, Douglas G. Cail and Elizabeth J. Cail, Robert G. Arthur and Gladys J. Arthur, and Donald R. Stanton and Ella B. Stanton that this CONSOLIDATION AND DECLARATION OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, AND PROVISIONS FOR THE PLEASANT FARM HOMEOWNERS ASSOCIATION, INC., shall modify those recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 212 at Page 1208 and Deed Book 210 at Page 1461 and shall apply to those areas designated by these aforesaid covenants and restrictions and that the original Declaration of Rights, et al, as recorded

in Deed Book 212 at Page 1208 shall continue in full force and effect except as herein modified.

IN WITNESS WHEREOF, SOUTHPORT DEVELOPMENT CORPORATION has caused this CONSOLIDATION AND DECLARATION OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND. BEAUFORT COUNTY, SOUTH CAROLINA, AND PROVISIONS FOR THE PLEASANT FARM HOMEOWNERS ASSOCIATION, INC., to be executed in its name by Arthur B. Horne, Jr., its President and attested by Vera B. Gollihugh, its Secretary this 9th day of December, 1974.

WITNESSES: SOUTHPORT DEVELOPMENT CORPORATION (SEAL)

BY: Arthur B. Horne, Jr.
President
ATTEST: Vera B. Gollihugh
Secretary

IN WITNESS WHEREOF, Vera B. Gollihugh, Developer, has hereunto set her Hand and Seal this 9th day of December 1974.

WITNESSES:

Vera B. Gollihugh (L.S.)
Vera B. Gollihugh, Developer
Arthur B. Horne, Jr.

IN WITNESS WHEREOF, Douglas G. Cail and Elizabeth J. Cail have hereunto set their Hands and Seals this 9th day of December, 1974.

WITNESSES:

Douglas G. Cail (L.S.)
Douglas G. Cail
Elizabeth J. Cail (L.S.)
Elizabeth J. Cail

IN WITNESS WHEREOF, Robert G. Arthur and Gladys J. Arthur have hereunto set their Hands and Seals this 9th day of December, 1974.

WITNESSES:

Robert G. Arthur (L.S.)
Robert G. Arthur
Gladys J. Arthur (L.S.)
Gladys J. Arthur

IN WITNESS WHEREOF, Donald R. Stanton and Ella B. Stanton have hereunto set their Hands and Seals this 9th day of December, 1974.

WITNESSES:


Donald R. Stanton (L.S.)
Donald R. Stanton
Ella B. Stanton (L.S.)
Ella B. Stanton

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Cherie J. Rodgers
who, on oath, says that she saw the within named SOUTHPORT
DEVELOPMENT CORPORATION by Arthur B. Horne, Jr., its President
sign the within CONSOLIDATION AND DECLARATION, ET AL, and
Vera B. Golliugh its Secretary attest
the same, and the said Corporation by said officers, seal
said CONSOLIDATION AND DECLARATION, ET AL, and, as its
act and deed, deliver the same, and that she with Cecil H.
Nelson, Jr., witnessed the execution thereof.

SWORN to before me this 9th
day of December, 1974

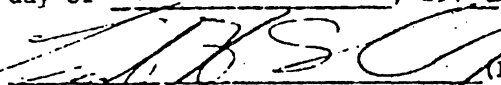

(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-28-83

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Cherie J. Rodgers
and made oath that she saw the within named Vera B. Golliugh,
Developer sign, seal and as her act and deed, deliver
the within written CONSOLIDATION AND DECLARATION, ET AL; and
that she with Cecil H. Nelson, Jr., witnessed the execution
thereof.

SWORN to before me this 9th
day of December, 1974


(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-28-83

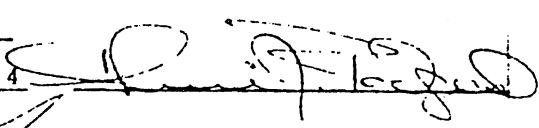
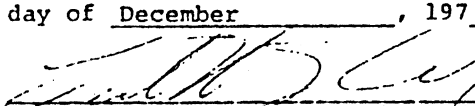
1068

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Cherie J. Rodgers
and made oath that she saw the within named Douglas G. Cail
and Elizabeth J. Cail sign, seal and as their act and deed,
deliver the within written CONSOLIDATION AND DECLARATION, ET AL;
and that she with Cecil H. Nelson, Jr., witnessed the
execution thereof.

SWORN to before me this 9th
day of December, 1974

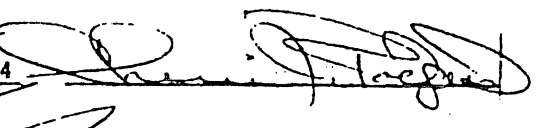
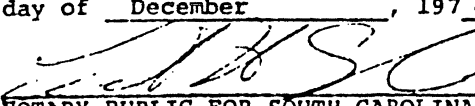

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-28-83

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Cherie J. Rodgers
and made oath that she saw the within named Robert G. Arthur
and Gladys J. Arthur sign, seal and as their act and deed,
deliver the within written CONSOLIDATION AND DECLARATION, ET AL;
and that she with Cecil H. Nelson, Jr., witnessed the
execution thereof.

SWORN to before me this 9th
day of December, 1974


 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-28-83

1069

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

P R O B A T E

PERSONALLY appeared before me Cherie J. Rodgers
and made oath that she saw the within named Donald R. Stanton
and Ella B. Stanton sign, seal and as their act and deed,
deliver the within written CONSOLIDATION AND DECLARATION, ET AL;
and that she with Cecil H. Nelson, Jr., witnessed the
execution thereof.

SWORN to before me this 9th
day of December, 1974

(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-28-83

1069

FILED AT <u>1015</u> <u>DEC 10</u> <u>1974</u>	BEAUFORT COUNTY S. C. DEC 10 1974	RECORDED IN BOOK <u>225</u> PAGE <u>1045</u>
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Do. Anita H. Nettles
CLERK OF COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WHEREAS, there has previously been recorded a Consolidation and Declaration of Rights, Covenants, and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and provisions for Pleasant Farm Homeowner's Association, Inc., dated December 9, 1974, and recorded in Deed Book 225, at Page 1045; and

WHEREAS, the certain Consolidation and Declaration of Rights, Covenants and Restrictions etc. above referenced contained the provision in Article VIII(d) that the Pleasant Farm Homeowners Association, Inc., its successors or assigns, reserve the right to amend, add to or delete these conditions, restrictions and limitations and any others that may be established...; and

WHEREAS, at a meeting on the 28th day of July, 1979, the Pleasant Farm Homeowners Association, Inc. (hereinafter sometimes called "Association") adopted a Resolution to amend Article VI, Section 3 of the aforesaid Covenants and Restrictions, which section refers to the size of residence;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT PLEASANT FARM HOMEOWNERS ASSOCIATION, INC., does hereby amend Article VI, Section 3 of the aforesaid Covenants and Restrictions to read as follows:

ARTICLE VI

USE OF PROPERTY

Section 3. Size of Residence. No dwelling shall be placed on any lot that contains less than 1,250 square feet of heated floor space exclusive of garages, porches, utility rooms or like areas.

On all lots, no residence shall be located, placed, altered, or permitted to remain containing less than 750 square feet of floor space on the ground floor, nor less than 500 square feet of floor space on the second floor. Additionally, no residence shall be more than 40 feet in height.

Ad. 1

Ad. 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Dan R. Denton
and made oath that he saw the within named PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC., by its duly authorized officers,
sign, seal and as its act and deed, deliver the within Amendment
to Restrictive Covenants Applicable to Pleasant Farm Subdivision,
Port Royal Island, Beaufort County, South Carolina, and that he
with Joyce P. Phillips witnessed the execution thereof.

Dan R. Denton

SWORN to before me this
1st day of October, 1980.
Joyce P. Phillips (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 8/22/90

AB.1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SECOND AMENDMENT TO CONSOLIDATION AND DECLARATION
OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE
TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, there has been recorded a consolidation and
Declaration of Rights, Covenants, and Restrictions Applicable
to Pleasant Farm Subdivision, Port Royal Island, Beaufort County,
South Carolina, and Provisions for Pleasant Farm Homeowners
Association, Inc., dated December 9, 1974 and recorded in Deed
Book 225 at page 1045 (hereinafter referred to as "Declaration");
and

WHEREAS, the Declaration was previously amended by the
Pleasant Farm Homeowners Association, Inc. by an amendment dated
October 1, 1980 and recorded in Deed Book 311 at Page 728, which
said Amendment amended Article VI, Section 3, regarding the
minimum size of residence to be constructed on any Lot within
the Subdivision; and

WHEREAS, Article IX, Section 1 of said Declaration
provides that the same be amended by three-fourths (3/4)
of the vote at a duly called meeting of the Association; and

WHEREAS, at a meeting on the 6th day of December, 1983,
the Pleasant Farm Homeowners Association, Inc. (hereinafter
called "Association"), duly called for the purpose hereinafter
described, it was determined that some provisions of the Declaration
are not in conformance with certain specifications and
guidelines of various Federal Mortgage Agencies, which include
the Veterans Administration, the Federal National Mortgage
Association and the Federal Home Loan and Mortgage Corporation;
and,

WHEREAS, it was determined that the interest of the Owners
in Pleasant Farm Subdivision are to be well served by securing
approval for mortgage insurance and mortgage placement purposes
by the aforementioned Federal Mortgage Agencies; and,

WHEREAS, at the meeting held on the 6th day of December, 1983, the Association, by three-fourths(3/4) vote, adopted a resolution to amend the Declaration in order to conform with the aforementioned specifications and guidelines of the Federal Mortgage Agencies; and

WHEREAS, the amended Articles and Sections of the Declaration are shown below by the use of lines typed through words and phrases which are hereby deleted from the original Declaration and by the use of capitaltype for words and pharses that are additions to the Declaration;

NOW, THEREFORE, for and in consideration of the foregoing recitals and to better carry out the purposes of the original Declaration, Article I(c). Article II, Section 2, Article IV, Section 3(a) and (c), Article V, Section 3 and Article VIII(d), are amended as follows:

ARTICLE I

(c) "Common Properties" shall mean and refer to the roadways, buffer areas and community areas, to those areas of land together with any improvements thereon so designated on ~~any-recorded-plat of-the-properties~~ THE PLATS OF PLEASANT FARM SUBDIVISION RECORDED IN PALT BOOK 22 AT PAGE 172, PALT BOOK 23 AT PAGE 211 AND IN PALT BOOK 32 AT PAGE 23 AND ON ANY SUBSEQUENT RECORDED PLAT OF THE PROPERTY, and to those who are de-ded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association in said property is designated as "Common Properties". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners of the Properties, subject to any fee schedules and operating rules adopted by the Association.

ARTICLE II

Section 2. Additions to the property. Additional lands may become subject to this Declaration in the following manner: The company, WITH THE CONSENT OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION. may at any time annex additional lands to the

Property by executing, acknowledging, and filing of record a Supplemental Declaration describing the land to be annexed, provided that the annexed lands are contiguous with a general plan not unlike the Property. Owners of Lots in the annexed land shall be members of the Association, with all rights, duties, responsibilities, and benefits of owners of Lots in the Property, including liability for assessments. THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE ASSOCIATION. THE MAXIMUM ANNUAL ASSESSMENTS MAY BE INCREASED ABOVE 5% BY VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION WHO ARE VOTING IN PERSON OR BY PROXY, AT A MEETING DULY CALLED FOR THIS PURPOSE. ~~For-the-year beginning-January-1,-1974,-and-thereafter,~~ The Directors of the Association shall fix the Annual Assessments at such AN amount ~~as-they-shall-deem-necessary.~~ NOT IN EXCESS OF THE MAXIMUM, taking into consideration the current maintenance costs and the future needs of the Association.

ARTICLE V

Section 6. Date of Commencement of Annual Assessments;
Due Dates. ~~The-Annual-Assessments-provided-for-herein-shall commence-on-the-date-(which-shall-be-the-first-of-the-month) fixed-by-the-Board-of-Directors-of-the-Association-to-be-the date-of-commencement.~~

~~The-first-Annual-Assessment-shall-be-made-for-the-balance of-the-calender-year-and-shall-become-due-and-payable-on-the-day-fixed-for-commencement. The-assessment-for-any-year,-after the-first-year,-shall-become-due-and-payable-the-first-day-of January-of-said-year.~~

~~The amount of the Annual Assessment which may be levied for the balance remaining in the first year of the Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in section 3 hereof, as the remaining months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first annual assessment levied against any properties which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.~~

THE ANNUAL ASSESSMENT PROVIDED FOR HEREIN SHALL COMMENCE ON JANUARY 1ST OF EACH YEAR. THE BOARD OF DIRECTORS SHALL FIX THE AMOUNT OF THE ANNUAL ASSESSMENT AGAINST EACH LOT AT LEAST THIRTY (30) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT PERIOD. WRITTEN NOTICE OF THE ANNUAL ASSESSMENT SHALL BE SENT TO EVERY LOT OWNER SUBJECT THERETO. THE DUE DATE FOR PAYMENT IN FULL OR FOR PAYMENT BY INSTALLATIONS OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS.

The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

ARTICLE VIII

(Deleted Entirely)

This ammendment shall be effective sixty (60) days from the date of recording same in the office of the clerk of court of Beaufort County, South Carolina. The origional Consolidations and Declarations of Rights, Covenants and Restrictions, Ect. as amended by the Amendment recorded in Deed Book 311 at Page 728, shall continue in full force and effect except as herein amended and modified.

IN WITNESS WHEREOF, PLEASANT FARM HOMEOWNERS ASSOCIATION, INC., has caused this second amendment to Consolidarion and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, to be excuted In its name by Its Presidnet and Secretary this

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Personally appeared before me Beverly W. Gay
and made oath that she saw the within named Pleasant Farm
Homeowners Association, Inc., by its duly authorized officers,
sign, seal and its act and deed, deliver the within Second
Amendment to Consolidation and Declaration of Rights, Covenants,
and Restrictions applicable to Pleasant Farm Subdivision, Port
Royal Island, Beaufort County, South Carolina, and that she with
Dan R. Denton witnessed the execution thereof.

Beverly W. Gay

Sworn before me this
29th day of december, 1983.

Dan R. Denton
Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

First Carolina Corporation, the purchaser of previously unsold lots in Pleasant Farm Subdivision from Southport Development Corporation, consents to the within Second Amendment to Consolidation and Declaration of Rights, Covenants, and Restrictions Applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and to the filing of record thereof.

IN WITNESS WHEREOF, First Carolina Corporation has caused this Consent to be executed in its name by its duly authorized officer(s), this 3rd day of January, 1984.

Witness:

FIRST CAROLINA CORPORATION

John M. Trask, Jr.
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Diane E. Waldorf
and made oath that she saw the within named FIRST CAROLINA
CORPORATION by its duly authorized officers, sign, seal and as
its act and deed, deliver the within Consent and that she with
Dan R. Denton witnessed the excution thereof.

Diane E. Waldrof

SWORN before me this
3rd day of January, 1984.
Dan R. Denton
Noatry Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

THIRD AMENDMENT TO CONSOLIDATION AND DECLARATION
OF RIGHTS, COVENANTS, AND RESTRICTIONS APPLICABLE
TO PLEASANT FARM SUBDIVISION, PORT ROYAL ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA

WHEREAS, there has been recorded a Consolidation and Declaration of Rights, Covenants and Restrictions Applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and Provisions for Pleasant Farm Homeowners Association, Inc., dated December 9, 1974 and recorded in Deed Book 225 at Page 1045 (hereafter referred to as "Declaration") and

WHEREAS, the Declaration was previously amended by the Pleasant Farm Homeowners Association, Inc. by an Amendment dated October 1, 1980 and recorded in Deed Book 311 at page 728, which said Amendment amended Article VI, Section 3, regarding the minimum size of residence to be constructed on any Lot within the Subdivision, and by an Amendment dated December 29, 1983 and recorded in Deed Book 390 at Page 306, which said Amendment amended Article I (c), Article II, Section 2, Article IV, Section 3 (a) and (c) Article V, Section 3 and Article VIII (d) in order to conform the provisions thereof with the specifications and guidelines of various Federal Mortgage Agencies; and

WHEREAS, Article IX, Section 1 of said Declaration provides that the same may be amended by three-fourths (3/4) of the vote at a duly called meeting of the Association; and

WHEREAS, at a meeting on the 4th day of September, 1984, the Pleasant Farm Homeowners Association, Inc. (hereafter described, adopted a Resolution to amend Article VI, Section 3 of the aforesaid Covenants and Restrictions, which section refers to the size of residence;

NOW, THEREFORE, KNOW ALL NEW BY THESE PRESENTS THAT PLEASANT FARM OWNERS ASSOCIATION, INC. does hereby amend Article VI, Section 3 of the aforesaid Covenant and Restrictions to read as follows:

ARTICLE VI
USE OF PROPERTY

Section 3. Size of Residence. No dwelling shall be placed on any lot that contains less than 1,500 square feet of heated floor space exclusive of garages, porches, utility rooms or like areas.

On all lots, no residence shall be located, placed, altered, or permitted to remain containing less than 750 square feet of floor space on the second floor. Additionally, no residence shall be more than 40 feet in height.

In computing the square footage of any split level residence, any basement which is finished and heated shall be computed on a one-half of its square footage towards computation of the total square footage required. In computing the square footage of any 1½ story residence, no credit shall be given for the square footage area above the main ground floor area. The Architectural Control Committee in its sole and absolute discretion may waive the footage requirements for any plans if in its opinion the appearance and construction of such building will not detract from the Property as a whole.

This amendment shall be effective sixty (60) days from the date of recording same in the Office of the Clerk of Court for Beaufort County, South Carolina. The original Consolidation and Declaration of Rights, Covenants and Restrictions etc. as recorded in Deed Book 225 at page 1045 as amended by the Amendment recorded in Deed Book 311 at page 728, and as amended by the Amendment recorded in Deed Book 390 at Page 306, shall continue in full force and effect except as herein amended and modified.

IN WITNESS WHEREOF, PLEASANT FARM HOMEOWNERS ASSOCIATION, INC. has caused this Third Amendment to Consolidation and Declararion of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, to be executed in its name by its President and Secretary, this 16th day of September, 1984.

IN THE PRESENCE OF:

PLEASANT FARM HOMEOWNERS
ASSOCIATION, INC.

BY: _____
President

ATTEST: _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Kenneth O. Bush and made oath that he saw the within named PLEASANT FARM HOMEOWNERS ASSOCIATION, INC., by its duly authorized officers, sign, seal and, as its act and deed, deliver the within Third Amendment to Consolidation and Declaration of Rights, Conenants, and restrictions Applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and that he with Jenny H. Bush witnessed the execution thereof.

Kenneth O. Bush

SWORN to before me this
20th day of September, 1984.

Mary F. Gonzalez
Notary Public for South Carolina
My commission expires: _____

FILED IN DEED- C BOOK 483 PAGE 1671
FILED AT 083000 ON 09/21/84 51458
BOOK NUMBER 403 PAGES 1668-1671
FILING FEE \$5.00
STATE STAMP .00
COUNTY STAMP .00
TOTAL FEES 5.00

HENRY JACKSON
CLERK OF COURT BFT CNTY, SC

Ad.3

[illegible]

FOURTH AMENDMENT TO CONSOLIDATION AND
DECLARATION OF RIGHTS, COVENANTS AND
RESTRICTIONS APPLICABLE TO PLEASANT FARM
SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT
COUNTY, SOUTH CAROLINA

WHEREAS, there has previously been recorded a Consolidation and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and provisions for Pleasant Farm Homeowner's Association, Inc., dated December 9, 1974 and recorded in Deed Book 225, at Page 1045 (hereinafter referred to as "Declaration")

WHEREAS, at a meeting on the 23rd day of January, 1988, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described:

ARTICLE VII, Section 2. (a). Eliminate the Election of an Architectural Control Committee. Change to: Two (2) Architectural Control Members will be elected to serve on the Board of Directors. The Board of Directors will approve all construction, alternation and other changes that previously required the Architectural Control Committee's approval.

WHEREAS, at a meeting on the 4th day of December, 1989, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described:

ARTICLE VII, Section 2. (b). Delete the present sub-section and change to: Procedure: The Board of Directors shall approve or disapprove, as required in these covenants, in writing within sixty (60) days.

WHEREAS, at a meeting on the 22nd day of June, 1991, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described:

ARTICLE VI, Section 1. Eliminate the present section.
Change to: No lot shall be used except for residential purposes. Only one (1) single-family dwelling not to exceed two (2) stories in height will be permitted to be erected, altered or placed on a lot.

Other detached structures such as garages, storage building, workshops, etc. are permitted if they conform to the style and identical material of the family dwelling on that lot. All structures are to be approved by the Board of Directors and building permit obtained as necessary. Approval is needed if the exterior of the dwelling or structures are to be altered. No business or profession of any kind shall be conducted within this subdivision that is visible outside the family dwelling, nor will any business signage be displayed on the lot. No new business will be allowed without prior approval from the Board of Directors.

ARTICLE VI, Section 16. Eliminate: No non-motorized recreational vehicles shall be parked in or on any roadway or lot in Pleasant Farm Subdivision. All boats, trailers, non-motorized recreational vehicles shall be kept in areas designated by the Association.

Change to: All boats, trailers and recreational vehicles shall be parked on a lot as inconspicuous as possible.

ARTICLE VI. Add: Section 17. Penalties. The failure of property owners to obtain written approval from the Board of Directors prior to the construction, alternation of structures, other changes or improvements to include color changes of structure, shingle colors, etc. will have a penalty assessed from 1 to 30 days suspension of privileges or up to \$300.00 per occurrence as determined by the Board of Directors. The penalty could also include the removal of an unauthorized structure at the owners expense.

WHEREAS, at a meeting on the 5th day of December, 1992, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described:

ARTICLE VII, Section 2. (a). Change the the number of Architectural Control Members to be elected to the Board of Directors from two (2) to one (1).

This amendment shall be effective sixty (60) days from the date of recording same in the Office of the Clerk of Court for Beaufort County, South Carolina. The original Consolidation and Declaration of Rights, Covenants and Restrictions, etc. as recorded in Deed Book 225 at Page 1045 as amended by the Amendment recorded in Deed Book 311 at Page 728, and as amended by the Amendment recorded in Deed Book 390 at Page 306, and as amended by the Amendment recorded in Deed Book 483 at Page 1668, shall continue in full force and effect except as herein amended and modified.

IN WITNESS WHEREOF, PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC. has caused this Fifth Amendment to
Consolidation and Declaration of Rights, Covenants and Restrictions
applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort
County, South Carolina, to be executed in its name by its President
and Secretary, this 8th day of February , 1996

IN THE PRESENCE OF:

PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC.

Wayland D. Chavers

Doug Musgrave

BY: _____

President

J. C. Perkins

Dottie Todesco

ATTEST: _____

Secretary

PERSONALLY APPEARED BEFORE ME the first above signed
witness, who, being duly sworn, deposes and states that he/she,
together with the second above witness, witnessed the President
and Secretary of the Board of Directors of the Pleasant Farm
Homeowners Association set forth their signature and seal and
deliver the within Declaration of Trust.

Wayland D. Chavers

SWORN TO before me this 8th day
of February, 1996.

RECORDED: February 15, 1996
Book 836 at page 979

Barton Adams (SEAL)
Notary Public for South Carolina
My Commission Expires: 9/29/99

[illegible]

FIFTH AMENDMENT TO CONSOLIDATION AND
DECLARATION OF RIGHTS, COVENANTS AND
RESTRICTIONS APPLICABLE TO PLEASANT FARM
SUBDIVISION, PORT ROYAL ISLAND, BEAUFORT
COUNTY, SOUTH CAROLINA

WHEREAS, there has previously been recorded a Consolidation and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and provisions for Pleasant Farm Homeowner's Association, Inc., dated December 9, 1974 and recorded in Deed Book 225, at Page 1045 (hereinafter referred to as "Declaration")

WHEREAS, at a meeting on the 2 day of December, 1995, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described:

ARTICLE VI, Section 11. Eliminate the present section. Change to: No living tree having a diameter of two (2) inches at a point four (4) feet above ground shall be cut on any of the lots without the prior consent in writing of the Board of Directors. Live tree removal guidelines are as follows:

All live trees must be approved by the Board of Directors. Requests are to be presented to the Architectural Control Member. The Member will present the request to the Board with their recommendation.

All live tree removal requests must include a plan for the planting of new trees along with a time table, not to exceed six (6) months. This plan must be approved by the Board of Directors prior to the removal of any trees. This plan will constitute a contract for the property owner. Failure to comply with the plan will be a penalty of \$200.00 per tree removed.

The Architectural Control Member can approve the removal of dead trees.

In the event a tree is cut without permission, a penalty of Two Hundred (\$200.00) Dollars per tree may be assessed against the owner of such lot authorizing, directly or permitting such cutting. The penalties for cutting trees shall be payable to the Association.

ARTICLE VI, Section 14. Eliminate the present section.
Change to: Service court. A fenced service court, or drying yard area, hidden from view as much as practical from any adjacent road or street adjoining Lot, must be included in the architectural or landscape plans and constructed so as to blend with the dwelling house and to provide space for garbage and trash cans and air conditioning compressors, wood piles, clothes drying area and other similar uses. All garbage or trash cans shall be kept in a clean and sanitary condition.

ARTICLE VI. Add: Section 14A. All wood piles, clothes lines and other similar uses are to be located in the yard so as to be hidden from view as much as practical from the street adjoining the lot. Request for determination of such location will be referred to the Board of Directors for final approval.

ARTICLE VI. Add: Section 15A. Roads: It is the responsibility of each property owner to keep the grass from growing into the asphalt portion of the road. This will damage the asphalt. Any repair cost for damage caused by grass to the road adjoining the lot can be charged to the property owner. It will be the responsibility of the property owner to request tree removal of any tree that appears to be creating damage to the road by the tree trunk or its roots.

ARTICLE VI. Section 17. Add: Failure to pay penalties and costs will be pursued through the court system.

This amendment shall be effective sixty (60) days from the date of recording same in the Office of the Clerk of Court for Beaufort County, South Carolina. The original Consolidation and Declaration of Rights, Covenants and Restrictions, etc. as recorded in Deed Book 225 at Page 1045 as amended by the Amendment recorded in Deed Book 311 at Page 728, and as amended by the Amendment recorded in Deed Book 390 at Page 306, and as amended by the Amendment recorded in Deed Book 483 at Page 1668, and as amended by the Amendment recorded in Deed Book 684 at Page 1526, shall continue in full force and effect except as herein amended and modified.

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IN WITNESS WHEREOF, PLEASANT FARM HOMEOWNERS ASSOCIATION, INC. has caused this Fourth Amendment to Consolidation and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, to be executed in its name by its President and Secretary, this 11th day of January, 1994.

IN THE PRESENCE OF:

PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC.

s/ Wayland D. Chavers

s/ Robert J. Easter

BY: _____
President

s/ Kelly M. Adams

s/ Stanley C. Coy

ATTEST: _____
Secretary

Recorded Feb. 15, 1994
Book 684 Page 1526

