

WHEREAS the Declarant desires to clarify and amend any inconsistencies or errors in the Declaration; and,

WHEREAS, the Declarant as contemplated by the Declaration additionally now desires to transfer all of its rights under the Declaration to The Village at Olde Town Community Association, Inc., a South Carolina non-profit corporation (the "Association");

NOW, THEREFORE, Declarant hereby declares that the Lots and other property comprising the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Amendment, together with those previously set forth in the Declaration which are not otherwise being amended herein for the purpose of protecting the value and desirability of such property, and which shall run with the Property and be binding on all parties owning any right, title or interest in and to said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Duration. The Declaration is hereby revised so that the duration of the Declaration is as follows: The provisions of the Declaration and this Amendment thereto shall run with and bind title to the Property , shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of the Declaration. After such time the Declaration and this Amendment and any further amendments thereto shall be automatically extended for successive periods of (10) ten years until terminated by vote of a majority of the Owners.
2. Control by Developer. Declarant hereby provides that the Association shall henceforth elect its Board of Directors. Upon the recordation of this Amendment the Declarant shall have no further right to appoint and remove any members of the Board of the Association, and further acknowledges that all members of the Board as may have been appointed by the Declarant have resigned such office.
3. The Village at Olde Town Architectural Committee. The Declarant hereby notifies the Association that upon recordation of this amendment it hereby terminates any right it may have to appoint members to said Committee. Upon recordation of this Amendment the Association's Board shall have the right to appoint such Committee as set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its managing member, all as of the day and year first above written.

EXHIBIT "A"

ALL that certain piece, parcel or tract of of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 32.486 acres more or less and shown as Parcel "C" on a plat dated September 3, 1996 prepared by Forrest A. Baughman PLS # 4922 entitled Olde Towne Village, Inc., a Boundary Survey of a Portion of Parcel "B" & Parcel "C", Bluffton Township, Beaufort County, South Carolina said property having dimensions, metes and bounds as shown on the said plat thereof and recorded in Plat Book 57 at page 169 in the Office of the Register of Deeds for Beaufort County, South Carolina, and as further shown on a plat referencing the above described plat dated October 21, 1998, last revision dated June 27, 2002, prepared by Forrest A. Baughman, PLS # 4922, entitled Olde Towne Village, a Subdivision of Parcel "C", Foreman Hill Road, Hunting Island Plantation, Bluffton Township, Beaufort County, South Carolina said property having dimensions, metes and bounds as shown on the said plat thereof and recorded in Plat Book 87 at Page 185 in the Office of the Register of Deeds for Beaufort County, South Carolina.

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**CORRECTED AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
VILLAGE AT OLDE TOWN(E)**

This Corrected Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Olde Town(e) is executed this 1 day of ~~December~~ 2001, by Olde Towne Village, Inc., a South Carolina Corporation (hereinafter referred to as the "Company.")

WHEREAS on September 30, 1997, the Company executed a document entitled "Declaration of Covenants, Conditions, Restrictions and Easements For The Village at Olde Town," which were recorded with the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1140 at Page 834; and

WHEREAS on May 20, 1998, the Company executed a document entitled "Declaration of Restrictive Covenants" regarding wetlands preservation, recorded with the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1046 at Page 1255, as amended in Book 1088 at Page 292; and

WHEREAS, on December 29, 2000, the Company executed a document entitled, "Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements For The Village at Old Town," (hereinafter "Amendment") which was recorded with the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1376, at Page 1989; and

WHEREAS, the Amendment described above intended to remove certain lots from the coverage of the "Declaration of Covenants, Conditions, Restrictions and Easements For the Village at Old Town," recorded in Book 1140, Page 834; and

WHEREAS, the Amendment incorrectly purported to remove certain lots from the coverage of the Declaration of Restrictive Covenants, regarding wetlands preservation, in Book 1046 at Page 1255; and

WHEREAS, Olde Towne Village Inc. was incorrectly spelled "Olde Town Village, Inc."; and

WHEREAS, Olde Towne Village, Inc. believes it appropriate to correct the Amendment to reflect the appropriate name and recording data and spelling of the name of the Corporation;

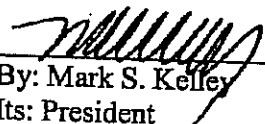
BEAUFORT COUNTY SC - ROD
BK 01529 PG 0711
FILE NUM 2002003828
RECORDING FEES 10.00
RECORDED BY S SMITH RCPT# 31206
RECORDED 01/17/2002 03:57:38 PM

NOW THEREFORE, in accordance with the foregoing, the Company declares the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Olde Town(e) to be amended as follows:

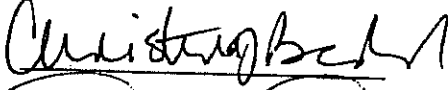
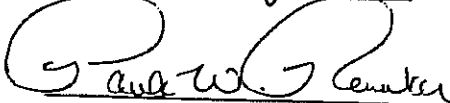
- A. The properties described on Exhibit A, attached hereto and incorporated herein by reference are no longer subject to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book 1140, Page 834. More specifically, all those certain properties shown as Phase 1-C on the Plat entitled OLDE TOWN VILLAGE and filed in Plat Book 76 at Page 38, have been conveyed from Olde Towne Village, Inc. and are not subject to the terms and conditions of the above-referenced Declarations of Covenants, Conditions, Restrictions and Easements for the Village at Olde Town(e). Olde Towne Village, Inc. acknowledges that the properties described on Exhibit A, attached hereto and incorporated herein remain subject to the Declaration of Restrictive Covenants, regarding wetlands preservation, dated May 20, 1998 and recorded in Book 1046, Page 1255.
- B. The name of the Company is Olde Towne Village, Inc., and any reference to the name of the Company is hereby amended to reflect the correct spelling.

IN WITNESS WHEREOF, OLDE TOWNE VILLAGE, INC. has caused this Amendment to be executed the day and year first above written pursuant to a resolution duly and unanimously adopted by its Board of Directors.

OLDE TOWNE VILLAGE, INC.


By: Mark S. Kelley
Its: President

WITNESSES:

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THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE PARAGRAPH AS IT RELATES TO THE DATE AND BOOK & PAGE NUMBERS OF THE RECORDING OF THE COVENANTS/RESTRICTIONS. THE CORRECT DATE IS 9/30/97 BEING RECORDED IN BOOK 1140 AT PAGE 834 IN THE BEAUFORT COUNTY RECORDS.

1989

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAGE AT OLDE TOWN

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Olde Town is executed this 22 day of December, 2000, by OLDE TOWN VILLAGE, INC., a South Carolina Corporation (hereinafter referred to as the "Company").

WHEREAS, the Company owns certain real property located in Beaufort County, South Carolina, upon which the Company is establishing a residential community known as the Village at Olde Town; and,

SEE ABOVE NOTATION

****WHEREAS, on May 20, 1998, the Company executed a document entitled Declaration of Covenants, Conditions, Restrictions and Easements, hereinafter "Declaration of Covenants", for the Village at Olde Town which were recorded with the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1046 at Page 1255; and,

WHEREAS, certain real property which was fully described in Exhibit A to the Declaration of Covenants was and is subject to the terms and conditions of said Declaration of Covenants; and,

WHEREAS, OLDE TOWN VILLAGE, INC., recently sold a portion of those properties described on Exhibit A to the Declaration of Covenants; and,

WHEREAS, OLDE TOWN VILLAGE, INC., believes it appropriate to amend the Declaration of Covenants to modify the description of the properties subject to the terms and

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conditions of the Declaration of Covenants; and

NOW, THEREFORE, in accordance with the foregoing, the Company declares the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Olde Town to be amended as follows:

A. The properties described herein by way of reference to Exhibit 1, which is attached hereto and incorporated herein, are the properties that are subject to the terms and conditions of the Declaration of Covenants. Any properties shown on the Exhibit A to the Declaration of Covenants which were filed with the Register of Deeds for Beaufort County, South Carolina, on May 22, 1998 ~~1998~~, that are not described in Exhibit 1 hereto are no longer subject to the terms and conditions of the Declaration of Covenants. More specifically, all those certain properties shown as Phase 1-C on the Plat entitled OLDE TOWN VILLAGE and filed in Plat Book 76 at Page/Folder 38; have been sold by OLDE TOWN VILLAGE, INC., and are not subject to the terms and conditions of the Declaration of Covenants.

B. Common Properties shall refer to all portions of the property except land designated as individual lots or which is being designated as development parcels which is more fully shown on that certain Plat described herein; but, less and excepting those certain properties designated as Phase 1-C on said Plat.

C. "Lot" or "Lots" shall mean and refer to those lots shown in Phase 1-A and Phase 1-B of the Plat referred to herein above. Those lots shown in Phase 1-C of said Plat are not subject to the terms and conditions of the Declaration of Covenants.

D. "Plat" shall mean and refer to that certain Final Plat of Olde Town Village prepared by T-Square Group, Forrest F. Baughman, PLS #4922, dated October 21, 1998 and

recorded with the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 76 at Page/Folder 38.

E. "Property" shall mean and refer to that tract or parcel of land described in Exhibit 1 attached hereto and by reference made a part hereof, including any and all lots, other parcels and land, dwelling units and common areas constituting a portion thereof, together with any property hereafter made subject to the Declaration of Covenants or this Amendment. Property specifically excludes those properties shown as Phase 1-C on the Plat described herein above.

F. Should there be any inconsistency between the Declaration of Covenants and this Amendment relative to the property subject to the terms and conditions of the Declaration of Covenants, the property description contained herein shall be deemed to be the property that is subject to the terms and conditions of the Declaration of Covenants.

G. Unless modified by the terms of this Amendment, the terms of the Declaration of Covenants and any previous Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, OLDE TOWN VILLAGE, INC., has caused this Amendment to be executed the day and year first above written pursuant to a resolution duly and unanimously adopted by its Board of Directors.

OLDE TOWN VILLAGE, INC

WITNESSES:

John W. O'Donnell
Alan A. Farrell

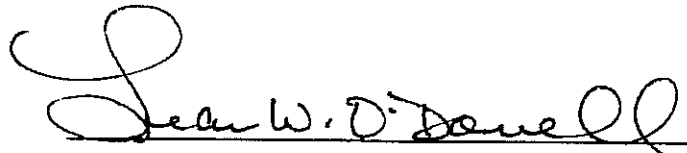
Mark S. Kelley.
 By: MARK S. KELLEY
 Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 22nd of December, 2000 before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Mark S. Kelley, who is the President of OLDE TOWN VILLAGE, INC., and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, who acknowledged the due execution of the foregoing Deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



Notary Public for South Carolina
My Commission Expires: 8/18/09

EXHIBIT 1

All that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 12.486 acres and shown and designated as Parcel C on a plat dated September 3, 1996, prepared by Forrest A. Baughman, PLS, entitled Olde Town Village, Inc., and having such metes, courses, distances and bounds, as will be more fully shown by reference to said plat and is made a part of this conveyance.

And also a non-exclusive easement of access, passage and use over, under and across the strip of land commonly known as Foreman Hill Road, extending from US Highway 278 to the Southeastern corner of the property conveyed herein, and reserving to the Grantors, a permanent, non-exclusive easement of access, passage and use over that portion of Foreman Hill Road conveyed to the Grantees herein.

This being the same property conveyed to Olde Town Village, Inc. by Deed of Alan A. Ulmer, Jr., C. A. Ulmer and Hugh M. Ulmer dated September 13, 1996 and recorded on September 24, 1996 in Book 889 at Page 2420 in the Office of the Register of Deeds for Beaufort County, South Carolina.

LESS AND EXCEPTING All those certain pieces, parcels, or lots of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, more particularly described as Lots 36, 37, 38, 54, 55, 56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78, The Village at Olde Town on that certain plat entitled Olde Town Village, Inc., dated October 3, 1996 and prepared by Forrest F. Baughman, RLS, which said plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 57 at Page 169 and a subdivision plat recorded in Plat Book 69 at Page 24 and Plat Book 71 at Page 154. Further reference is craved to a revised Plat dated October 9, 2000 prepared by Forrest F. Baughman, RLS, and recorded in Plat Book 76 at Page 38 in the Office of the Register of Deeds for Beaufort County, South Carolina on October 9, 2000.

Said property is conveyed subject to all easements, obligations, restrictions, limitations, covenants, etc. set forth in the above referenced Plats, in the Architectural Guidelines and Declaration of Covenants, Conditions, Restrictions and Easements for The Village at Olde Town recorded in the Office of the Register of Deeds for Beaufort county, South Carolina, in Book 1140 at Page 824, in the Declaration of Restrictive Covenants for Wetlands recorded in Book 1046 at Page 1255, amended in Book 1088 at Page 292 and in a Nonexclusive Easement of Access over Foreman Hill Road recorded in Book 889 at Page 2420; and, as amended in Deed Book _____ at Page _____.

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The property being excepted here from has been conveyed by Olde Town Village, Inc. to Mark S. Kelley, Carey Ann Kelley and Frank E. Kelley by Deed dated October 11, 2000 and recorded on October 17, 2000 in Deed Book 1343 at Page 2111 in the Office of the Register of Deeds for Beaufort County, South Carolina.

Tax Map Numbers of the above lots (respectively):

600:040:00B:0180:0000 (Lot 36)
 600:040:00B:0181:0000 (Lot 37)
 600:040:00B:0182:0000 (Lot 38)
 600:040:00B:0204:0000 (Lot 54)
 600:040:00B:0203:0000 (Lot 55)
 600:040:00B:0202:0000 (Lot 56)
 600:040:00B:0201:0000 (Lot 57)
 600:040:00B:0200:0000 (Lot 58)
 600:040:00B:0199:0000 (Lot 59)
 600:040:00B:0198:0000 (Lot 60)
 600:040:00B:0205:0000 (Lot 62)
 600:040:00B:0206:0000 (Lot 63)
 600:040:00B:0207:0000 (Lot 64)
 600:040:00B:0208:0000 (Lot 65)
 600:040:00B:0209:0000 (Lot 66)
 600:040:00B:0210:0000 (Lot 67)
 600:040:00B:0211:0000 (Lot 68)
 600:040:00B:0212:0000 (Lot 69)
 600:040:00B:0213:0000 (Lot 70)
 600:040:00B:0214:0000 (Lot 71)
 600:040:00B:0215:0000 (Lot 72)
 600:040:00B:0216:0000 (Lot 73)
 600:040:00B:0217:0000 (Lot 74)
 600:040:00B:0218:0000 (Lot 75)
 600:040:00B:0219:0000 (Lot 76)
 600:040:00B:0220:0000 (Lot 77)
 600:040:00B:0221:0000 (Lot 78)

Kennedy 8822 *Kennedy 8822*

FILES FILES
JOHN A. SULLIVAN, JR. JOHN A. SULLIVAN, JR.
P.M. P.M.
BEAUFORT COUNTY, S.C. BEAUFORT COUNTY, S.C.

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

**AMENDMENT TO
 DECLARATION OF RESTRICTIVE
 COVENANTS**

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS is made
 this 16 day of JULY, 1998, by Olde Town Village, Inc. ("Declarant").

RECITALS

WHEREAS, Declarant is currently the owner of certain real property located in Beaufort County, South Carolina, more particularly described as 51.97 Acres, Olde Town Village, located on Foreman Hill Road in Bluffton Township, South Carolina, referenced in Beaufort County Tax Map in Dist. 600, Map 40, Parcel 400 ("Property"); and

WHEREAS, within the Property there are located certain preserved wetlands designated as "Wetland C-D-E", being 10.05 Acres, and also certain undisturbed wetland buffers surrounding Wetland C-D-E (jointly the "Wetlands"), being more particularly shown on the Site Map attached hereto, entitled "Olde Town Village Wetland Impact for Residential Devel.", signed and sealed by John C. Williams, S.C.R.P.E. no. 11305, on 13 May, 1998; and

WHEREAS, the Wetlands have been encumbered by the Declaration of Restrictive Covenants executed by Declarant on May 20, 1998, said Instrument having been recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 1046 at Page 1255 on May 22, 1998 (the "Declaration of Covenants"); and

WHEREAS, Declarant desires to amend the above referenced Declaration of Restrictive Covenants and has executed this Instrument in furtherance thereof;

NOW, THEREFORE, Declarant hereby amends the above referenced Declaration of Restrictive Covenants dated May 20, 1998 as follows:

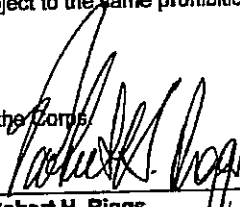
Paragraph "1" of the Declaration of Covenants is hereby deleted, and in place thereof the following provision is hereby substituted:

1. "Declarant is and shall be prohibited from the following with respect to the Wetlands: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, construction, releasing wastes, or otherwise doing any work on the Wetlands; introducing exotic species into the Wetlands; and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational activities, consistent with the continuing natural condition of the Wetlands; b) removal of diseased or unsafe trees; c) restoration of mitigation required under law; d) fire or wildlife management plans; e) boardwalks and similar crossings, and maintenance thereof, and activities allowed under the referenced permit.


The 15' drainage pipe crossing, as shown on the drawing sheets 3, 5, 8 and 9 of 9 are excepted from the prohibitions set forth above in this Paragraph "1". Construction for this drainage pipe crossing shall continue for a period of ninety (90) days from the date of commencement of said construction for the purpose of running the drainage pipe to the waters edge of the detention pond. After

construction of the 15' permanent drainage easement, the drainage area shall be restored to its natural grade and vegetation. Other than initial construction of the drainage area for drainage purposes, the drainage area shall remain subject to the same prohibitions as the rest of the buffer area."

- 2. This Amendment is authorized by the Corps.


Robert H. Riggs
Chief, Regulatory Branch
For the District Engineer

- 3. This Amendment is authorized by OCRM.


Robert D. Mikell
Department of Health
and Environmental Control

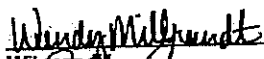

Subject to the provisions of this Instrument, the Declaration of Covenants dated May 20, 1998 remains in full force and effect.

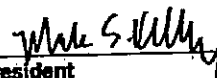
WITNESS the hands and seals of the undersigned, effective the date first set forth above, to this Instrument consisting of 4 pages, the following pages included.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

DECLARANT:

Olde Town Village, Inc.


Witness #1

Witness #2

By: 
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that,
MARK S. KELLEY, the President of **OLDE TOWN VILLAGE, INC.**,
personally appeared before me this 16 day of JULY, 1998 and
acknowledged the due execution of the foregoing instrument.

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/31/2000

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BEAUFORT COUNTY, S.C.

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STATE OF SOUTH CAROLINA) DECLARATION OF
COUNTY OF BEAUFORT) RESTRICTIVE COVENANTS 1255

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THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 10 day of MAY, 1998, by Olde Town Village, Inc. ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Beaufort County, South Carolina, more particularly described as 51.97 Acres, Olde Town Village, located on Foreman Hill Road in Bluffton Township, South Carolina, referenced in Beaufort County Tax Map in Dist. 600, Map 40, Parcel 400 ("Property"); and

WHEREAS, within the Property there are located certain preserved wetlands designated as "Wetland C-D-E", being 10.05 Acres, and also certain undisturbed wetland buffers surrounding Wetland C-D-E (jointly the "Wetlands"), being more particularly shown on the Site Map attached hereto, entitled "Olde Town Village Wetland Impact for Residential Devel.", signed and sealed by John C. Williams, S.C.R.P.E. no. 11305, on 13 May, 1998; and

WHEREAS, as compensatory mitigation under Federal and State Law for the issuance of Department of the Army Permit No. SAC-26-97-0396 ("Permit") to Declarant by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District" to include any successor agency), and DHEC Permit No. 10.634-WS ("Permit") to Declarant for Water Supply Construction Permit, Bureau of Water, and DHEC Permit No. SCR 100.000 ("Permit") to Declarant for Storm Water Management and Sediment ("DHEC" to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Wetlands, in order that the Wetlands shall remain substantially in their natural condition forever.

NOW THEREFORE, Declarant hereby declares that the Wetlands shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term "Declarant", below), lessees, or other occupiers and users. 1256

1. Declarant is and shall be prohibited from the following with respect to the Wetlands: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, construction, releasing wastes, or otherwise doing any work on the Wetlands; introducing exotic species into the Wetlands; and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational activities, consistent with the continuing natural condition of the Wetlands; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; d) fire or wildlife management plans; e) boardwalks and similar crossings, and maintenance thereof, and f) crossings permitted by partial fill as more particularly shown in the attached Site Plan, and maintenance thereof.
2. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment. Declarant may request to trade in entirety property that is not encumbered by conservation

easements or covenants for the Wetlands, provided such substitute property is of equivalent functions and values as the Wetlands, and is placed under equivalent conservation restrictions.

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3. Any permit application, or request for certification or modification, which may affect the Wetlands, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy of these restrictive covenants.
4. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property, including the Wetlands. These restrictive covenants are created solely for the protection of the Wetlands, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the Property for all purposes not inconsistent with these restrictive covenants.
5. The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the Wetlands to inspect the Wetlands and take actions necessary to verify compliance with these restrictive covenants.
6. The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive Covenants shall result in a forfeiture or reversion of title. In any enforcement action, any enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy. Any enforcing agency shall also be entitled to costs and attorneys fees in any enforcement action in which it obtains relief. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.
7. Declarant shall include the following warning on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Wetlands (failure to comply with this Paragraph does not impair the validity or enforceability of these restrictive covenants:

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at the Office of Mesne Conveyances for Beaufort County, South Carolina, in Book ____ at Page ____ (the Book and Page number to be the recorded Book and Page number of these Restrictive Covenants).

8. The perimeter of the Wetlands shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.
9. Should any separable part of these restrictive covenants be determined to be contrary to law, the remainder shall continue in full force and effect.

1258

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

IN THE PRESENCE OF:

DECLARANT:

Olde Town Village, Inc.

Wendy Milbrant
Witness
Ava Dodge
Witness

By: Mark S. Kelley
Its: President

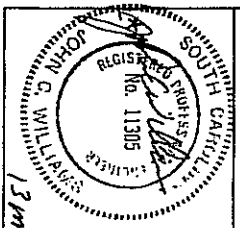
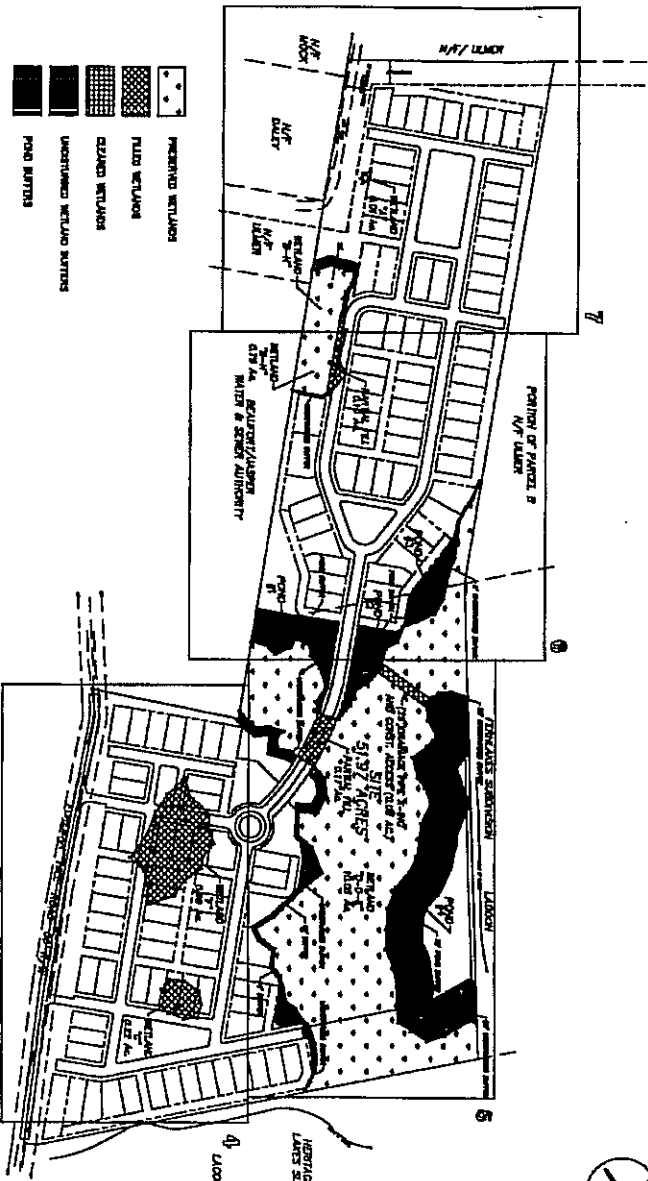
STATE OF SOUTH CAROLINA }
COUNTY OF BEAUFORT }

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that, MARK S. KELLEY, the President of OLDE TOWN VILLAGE, INC., personally appeared before me this 20 day of MAY, 1998 and acknowledged the due execution of the foregoing instrument.

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/31/2000



SITE MAP

Project Title: OLDE TOWNE VILLAGE WETLAND IMPACT FOR RESIDENTIAL DEVEL.	
Project Location: BEAUFORT COUNTY, S.C.	
Applicant: OLDE TOWNE VILLAGE, INC.	
Revisions Date: 5/19/97 Initials: JSM	Date: 2/21/97 Application #
Scale: 1"=350' Sheet 3 of 9	Date: 2/21/97 Application #

CS
CF

Vol 5 \$11.

FILED
JOHN A. SULLIVAN - RMC
FAIRFORD COUNTY, S.C.

98 MAY 22 PM 4:06 / *MW*

BK / 1046 PG / 1355
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