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STATE OF SOUTH CAROLINA)
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COUNTY OF BEAUFORT)
**RESTATED AND AMENDED
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LANDS END
SUBDIVISION, HILTON HEAD ISLAND,
SOUTH CAROLINA, AND PROVISIONS FOR
LANDS END HOMEOWNERS ASSOCIATION
OF HILTON HEAD**

THIS Restated and Amended Declaration of Covenants and Restrictions for Lands End Subdivision, Hilton Head Island, South Carolina, and Provisions for the Lands End Homeowners Association of Hilton Head (hereinafter sometimes referred to as "Restated and Amended Declaration") is dated this 29th day of May, 1993, and made effective as of the 6th day of August, 1993, by Lands End Homeowners Association of Hilton Head (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Low Country Properties, Inc. f/k/a Land's End Corporation (hereinafter the "Company") as owner of the real property described in Article II of this Declaration created thereon a planned neighborhood known as Lands End Subdivision with open spaces, certain roadways, pedestrian walkways and Common Properties for the benefit of the said neighborhood; and

WHEREAS, Company in order to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of open spaces, certain roadways, pedestrian walkways, and Common Properties subjected the real property described in Article II, together with such additions as may hereafter be made, as provided in Article II to the covenants, restrictions, easements, affirmative obligations, charges and liens provided for in the Declaration recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 264 at Page 313 (hereinafter the "Declaration") and as hereinafter restated, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, Company deemed it desirable, for the efficient preservation of the values and amenities in said neighborhood, to create an agency to which it delegated and assigned the power and authority of maintaining and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided; and

WHEREAS, Company caused to be incorporated under the laws of the State of South Carolina, as a non-profit corporation, Lands End Homeowners Association of Hilton Head for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth; and

WHEREAS, Company having completed its plan of development of said neighborhood has further assigned all other rights it retained under the Declaration to the Association pursuant to that certain Absolute Assignment recorded in said Office in Deed Book 622 at Page 876;

NOW, THEREFORE, the Association deems it desirable and does hereby make this Restated and Amended Declaration which has been approved by its Members in order to consolidate into one document the Declaration and those amendments previously made and recorded in said Office in Deed Book 266 at Page 944, Deed Book 334 at Page 1139 and at Deed Book 540 at Page 927, and as may be further amended herein including the deletion of certain provisions no longer relevant, and to correct certain grammatical and clerical errors contained in the original documents, the Association declares that the real property described in Article II, and such additions thereto as may be hereafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the

covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as the "Covenants"), hereinafter set forth which shall touch and concern and run with the real property subjected to these Covenants and which shall be binding on all parties having any right, title or interest in the said real property or any portion thereof and their respective heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, or any supplemental declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Lands End Homeowners Association of Hilton Head, a South Carolina non-profit corporation.

(b) "Common Properties" shall mean and refer to those areas of land identified in Article IV, Section 2, below, with any improvements thereon deeded to the Association in accordance with Article IV and any other real property 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).

(c) "Dwelling Unit" shall mean and refer to any building situated upon the Properties intended for use and occupancy by a single family.

(d) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of one attached single-family dwelling shown upon any recorded final subdivision map of any part of the Properties, with the exception of Common Properties as heretofore defined.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(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 or Dwelling Unit situated upon the Properties but, notwithstanding any applicable theory of a mortgagee, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as per the provisions of Article II hereof.

ARTICLE II

THE PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located on Hilton Head Island, Beaufort County, South Carolina, and is more particularly described at Exhibit A hereto attached and by reference incorporated herein. All of the real property hereinabove described shall hereinafter be referred to as

"Existing Property".

The Company has conveyed the Common Properties shown on the Plat referred to in Exhibit "A" to the Association as provided in Article IV, Section 2.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Other Property. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote at a duly called meeting, the owner of any property who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants 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.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided for in the Bylaws of the Association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property, as herein provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. 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 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.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in 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. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners. In the election of directors, there shall be appurtenant to each Lot as many votes for directors as there are directors to be elected provided however, that no member may cast more than one vote for any person nominated as director, it being the intent that voting shall be non-cumulative.

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 roadways and such easement shall be appurtenant to and shall pass with title of every Lot.

Section 2. Title to Common Properties.

(a) **Identity of Common Properties.** The Common Properties are shown and labelled as "Future Common Areas, Numbers 1, 2, 3 and 4", inclusive, on the plat of Lands End Subdivision recorded in the Office of the R.M.C. for Beaufort County in Plat Book 26 at Page 189, and also include the roads, rights of way and other real property conveyed by deed recorded in said Office in Deed Book 570 at Page 2421 and any other areas of land with any improvements thereon or personal property conveyed to the Association.

(b) **Title to Common Properties.** The Company has conveyed legal title to the Common Properties to the Association to maintain 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 Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures;

(c) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any member of any 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 assessment;

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

(e) The right of the Association to give or sell all or any part of the Common Properties, including leasehold interest to any public agency, authority, or 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 or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer 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 or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereon. Such certificate shall be conclusive evidence of authorization by the Membership.

Section 4. Prohibition on Obstruction of View Easement Over Future Common Area 1. No vertical or enclosed structure, including but not limited to buildings, tennis courts, or docking facilities may be constructed on the Common Property identified as "Future Common Area 1" on the plat referenced at Exhibit "A", save and except when the unanimous consent of all Lot and Dwelling Unit owners whose lots are contiguous to "Future Common Area 1" is obtained in writing.

ARTICLE V

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE

Section 1. No Dwelling Unit, building, fence or other structure shall be erected, or placed or altered on any Lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of each dwelling unit, building, fence or structure, drives and parking areas) and construction schedules have been approved in writing by the Association. Refusal of approval of plans, location or specifications may be based by the Association upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association shall seem sufficient. One copy of all plans and related data shall be furnished to the Association for its records.

Section 2. No building set back lines are established by these Covenants. Dwelling Units to be constructed on contiguous Lots will have common party walls. The Association, however, reserves to itself, its successors or assigns, the right absolutely to control and solely to decide the precise location of any Dwelling Units, provided, however, that such locations shall be determined only if a reasonable opportunity is afforded the Owner to recommend a specific site. Notwithstanding the approval of the location of a Dwelling Unit by the Association, no Dwelling Unit or element of any Dwelling Unit shall project or extend over or beyond the boundary lines of any Lot.

Section 3. The exterior of all Dwelling Units and other structures must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4. All Lots shall be used for residential purposes exclusively. No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one single-family, attached dwelling. No building constructed on the Lot may be used for any activity normally conducted as a business.

Section 5. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on each Owner's respective Lot which shall tend to substantially decrease the beauty of the specific area or the neighborhood as a whole.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in anyway noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. There shall not be maintained on the Property any truck, trailer, including a boat trailer, recreation vehicle or commercial vehicle.

Section 7. In order to implement effective insect, reptile and woods fire control, the Association reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented. Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of Lands End Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agent may likewise enter upon such land to remove any trash which has collected on such Lots without such entrance and removal being deemed a trespass. Provisions of this paragraph shall not be construed as an obligation on the part of the Association or its agents to mow, clear, cut or prune any Lot or to provide garbage or trash removal services.

Section 8. For each Dwelling Unit the Owner shall provide receptacles for garbage, in a screened service area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 9. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shoreline thereof. No sewage disposal system shall be permitted on any Lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such systems shall be obtained from such authority after the completion of said system and prior to use of such system.

Section 10. No structure of a temporary character shall be placed upon any Lot at any time, except shelters used by the contractor during the construction of a Dwelling Unit, it being clearly understood that these latter temporary shelters may not, at any time, be used as a residence or permitted to remain on the Lot after the completion of construction.

Section 11. No trailer, tent, barn, treehouse or other similar outbuilding or structure may be placed upon any Lot at any time, either temporarily or permanently, except temporary construction vans located on the Lot during construction.

Section 12. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a Dwelling Unit, or buried underground.

Section 13. No private water wells may be drilled or maintained on any residential Lot so long as the Sea Pines Public Service District, its agents, successors or assigns, maintains a water distribution line within fifty (50) feet of such Lot with an average daily water pressure in such line adequate for normal household use in the Dwelling Unit served by such distribution line.

Section 14. No Lot shall be subdivided or its boundary lines changed except with the written consent of the Association. However, the Association hereby expressly reserves to itself, its successors or assigns the right to replat any two or more Lots shown on the plat referenced at Exhibit "A" in order to create a modified Lot or Lots; and to take other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site to include but not be limited to the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted Lots. The Association may combine any two or more contiguous Lots or parts thereof to make one Lot. In such event, the combined Lots shall be considered as one Lot for the purpose of the application of these Covenants; provided however in no event shall two (2) Dwelling Units be constructed on any single Lot.

Section 15. The Dwelling Units on the Properties or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club or other membership" or "time interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall be limited to any plan, program or arrangement under which the right to use, occupy, own, lease or possess a Dwelling Unit on the Properties rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, beneficial interest under a rental trust or use agreement, co-tenancy agreement, partnership or otherwise. This provision shall not be interpreted to preclude an owner from renting a Dwelling Unit in any manner other than as described above and not prohibited in this Declaration.

Section 16. In order to implement pest control, grounds and landscape maintenance, refuse disposal relative to the Lots and lighting maintenance and any other services to be provided by the Association or its agents as provided for in the Covenants, the Association hereby reserves for itself and its agents a perpetual right and easement to enter upon any Lot to provide such services. Such entrance shall not be deemed a trespass. No right of easement under this section shall include the right to enter upon any Dwelling Unit located on any such Lot without permission of the Owner.

ARTICLE VI

PROHIBITIONS AGAINST ALTERATIONS

The Lands End Homeowners Association of Hilton Head is expressly and specifically empowered to enforce the following covenants, restrictions and affirmative obligations:

Section 1. No record Owner shall make or permit to be made any alterations or additions to the exterior of his unit without first obtaining written permission from the Association.

Section 2. No record owner shall change the exterior color or appearance of his unit without first obtaining written consent from the Association.

Section 3. No record owner shall plant any shrubbery, flowers, vegetables, grass or trees on or in his Lot, nor alter said Lot by adding objects including but not limited to statues, walkways, or decks without first obtaining written consent from the Association. The record Owner does not have to obtain written consent in order to replace any grass, shrubbery, or trees which were located on or in his Lot at the time he purchased his Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. Each owner of any Lot or Dwelling Unit, 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 to all the terms and provisions of these covenants and to pay to the Association: (1) EQUAL ANNUAL ASSESSMENTS (hereinafter "Annual Assessments") for the purposes set forth in Section 2 of this Article; (2) EQUAL SPECIAL ASSESSMENTS (hereinafter "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. The Annual and Special Assessments (hereinafter sometimes collectively referred to as "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 each 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 such co-owners of the Lot shall be jointly and severally liable for the entire amount of the Assessment.

Section 2. Purpose of Assessments. The Annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of lagoons and roads, common forest, common parking areas, and other Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof and also for pest control, grounds maintenance and landscape maintenance of the Lots, refuse disposal and lighting maintenance. Additionally, the Assessments shall be used to obtain insurance coverage relative to the Lots as determined by the Board of Directors.

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

Section 3. Basis and Maximum of Annual Assessments. The Annual Assessments will be determined and approved by three-fourths (3/4) of the vote at the first Association meeting, at which time the Board of Directors will propose a budget. The Annual Assessments may be increased each year by five percent (5%) of the maximum authorized assessment for the preceding year unless three-fourths (3/4) of the vote at the annual meeting votes against said increase or votes to increase said Annual Assessment by a greater amount or to decrease the Annual Assessment.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessments for any year at a lesser amount, but such action shall not constitute a Waiver by the Association of its right to revert to the full Assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.

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, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or in addition to the Common Properties, provided that any such Special Assessment shall have the approval of fifty (50%) percent plus one (1) of the votes cast in person or by proxy at a duly called meeting of members written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall not apply to any changes in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under Article 2, hereof, and under the Bylaws of the Association.

Section 6. Quorum for any Action Authorized. The presence at a meeting of Members, or of proxies, entitled to cast fifty (50%) percent of the total vote of the Association, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4.

Section 7. Date of Commencement of Annual Assessments. 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 Assessments for any year, after the first year, shall become due and payable as determined by the Board.

The amount of the Annual Assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the Annual Assessments 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 Assessments shall apply to the first Assessments 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 Assessments under Section 4 hereof shall be fixed in the resolution authorizing such Special Assessments.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessments against such Lot for each assessment period and shall, at that time prepare a roster of properties 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 Assessments shall thereupon be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment of Assessments: The personal obligation of the Owner: The Lien Remedies of the Association. If the Assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such Assessments shall become delinquent and shall (together with interest thereon at the prime interest rate charged by Wachovia Bank plus four percent (4%) per annum from the due date and cost 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. The personal obligation of the Owner at the time of the Assessments to pay such Assessments, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the Assessments are 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 and/or to foreclose the lien against the Owner's Lot, and there shall be added to the amount of such Assessments 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 Assessments as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of any such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessments.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the Assessments, charges and liens created here:

- (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 and accepted by the 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; and
- (e) Properties owned by the Association used for recreation facilities; home maintenance and service facilities; and meeting room and conference facilities. Only land within the Existing Property which has been subdivided into Lots, and the plats thereof filed for public record in the Office of the R.M.C. for Beaufort County and upon which has been constructed a Dwelling Unit shall constitute a Lot for purposes of these Assessments.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Units upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereon in proportion to such use without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall be an obligation running with the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE IX

MISCELLANEOUS

Section 1. Docks. The Association or Owners, with approval of the Association, may erect docks upon the Common Properties fronting the Braddock Cove, upon complying with the following terms and

conditions.

(a) Complete plans and specifications including site, color or finish must be submitted to the Association in writing;

(b) Prior written approval of the Association to such plans and specifications must be secured, the Association reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

(c) Prior written approval obtained from and all governmental agencies authorized or required to issue permits for the construction of said dock, for example but not limited to the U. S. Army Corps of Engineers and the South Carolina Coastal Council.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Association in writing and the Association's approval in writing must be similarly secured prior to construction, the Association reserving the same rights to disapprove alterations as it retains for disapproving the original structures. The Association and/or the Owner shall have sole responsibility for obtaining approval of appropriate governmental authorities for construction of said dock and for compliance with applicable regulations thereafter.

Section 2. Maintenance. The Association and/or all Owners who construct or cause to be constructed said docks, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Association shall be the judge as to whether the docks are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Association notifies a particular Owner in writing that said dock fails to meet acceptable standard, the Association or the said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Association, and that failing to so remedy such conditions, the Owners hereby covenant and agree that the Association may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the Owner in question, or all Owners pro-ratably if the docks are constructed by the Association.

Section 3. No Trespass. Whenever the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 4. Dredging. The Company expressly assumes no responsibility for silt or obstruction removal by dredging or any other means, in any natural or dredged channel providing access to any lot conveyed by the Company.

ARTICLE X

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GENERAL PROVISIONS

Section 1. Duration and Amendments. The covenants and restrictions of this Restated and Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, 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 this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless three-fourths (3/4) of the vote at the annual meeting approves a change in the covenants and restrictions. The Covenants may be amended at any time if three-fourths (3/4) of the vote at a duly called meeting of the Association approves the change. Provided, however, that no such agreement to change 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 sent to every Owner at least thirty (30) days in advance of any action taken.

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 person violating or attempting to violate or circumvent any Covenants or restrictions, 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 Association to enforce any Covenants or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 4. Severability. 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, then said void, etc., portions hereof are hereby declared to be severable, and the remainder shall remain in full force and effect.

Section 5. Recitals. The hereinabove contained "whereas" clauses are hereby incorporated as if restated and made an integral part hereof.

The foregoing Restated and Amended Declaration of Covenants and Restrictions for Lands End Subdivision, Hilton Head Island, South Carolina, and Provisions for Lands End Homeowners Association of Hilton Head is hereby approved and accepted as binding upon the Lands End Homeowners Association of Hilton Head, its successors and assigns.

IN WITNESS WHEREOF, the Lands End Homeowners Association of Hilton Head has caused this instrument to be executed as of the date and year first above written, by its President and attested to by its Secretary, by execution hereof.

WITNESSES:

Angela L. Stephens
Rebecca H. Hall

LANDS END HOMEOWNERS
 ASSOCIATION OF HILTON HEAD

BY: Carl W. Mallick
 ITS: President

ATTEST: J.R. Shields
 ITS: ~~Secretary~~ Treasurer

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me Angela L. Stephens, who on oath or affirmation says that (s)he saw the within named LANDS END HOMEOWNERS ASSOCIATION OF HILTON HEAD, by Carl W. Mallick, its President, sign and seal the foregoing Declaration of Covenants and Restrictions for Lands End Subdivision, Hilton Head Island, South Carolina, and Provisions for the Lands End Homeowners Association of Hilton Head, Inc., and J.R. Shields, its ~~Secretary~~ Treasurer, attest the same, and that (s)he with Rebecca H. Hall witnessed the execution thereof.

Treasurer

Angela L. Stephens

SWORN to before me, this 29th
 day of May, 1993.

Rebecca H. Hall
 Notary Public for South Carolina
 My commission expires: 1/27/96

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being at South Beach in Sea Pines Plantation, on Hilton Head Island, in Beaufort County, South Carolina, being 20.898 acres, more or less, as shown and described on a plat dated March 27, 1978, and prepared by Coastal Surveying Company, Inc., of Hilton Head Island, South Carolina, and signed by Jerry L. Richardson, South Carolina Registered Land Surveyor #4784, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, in Plat Book 26 at Page 189. Reference to the within referred to plat of record is craved for a more detailed description as to metes, bounds, courses, distances and locations.

THE within property is that same property originally conveyed to the Citizens and Southern National Bank and Barnett Bank of Jacksonville, N.A., by Deed dated October 5, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, at Plat Book 254 at Page 1924 and which has subsequently been conveyed to Low Country Properties, Inc. f/k/a/ Land's End Corporation from Citizens and South National Bank and Barnett Bank of Jacksonville, N.A., by Deed dated February 28, 1978, and recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina in Deed Book 260 at Page 1105.

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FILED
THERESA MORRIS */ml*
BEAUFORT COUNTY, S.C.

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