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Declaration of Covenants, Conditions, Easements, and Restrictions Applicable to Gift Plantation

3875 Oakley Drive
Johns Island, South Carolina 29455

November 2014

This document supersedes the Declaration of Covenants, Conditions, Easements, and Restrictions and all prior amendments applicable to Gift Plantation.

Gift Plantation Homeowners Association, Inc.

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This document has been prepared and formatted for filing and recordation purposes with the Register Mense Conveyance Office of Charleston County, Charleston, South Carolina by Michele C. Brand, Ex-Officio Officer, Gift Plantation HOA Association.

Gift Plantation Homeowners Association, Inc.

PREAMBLE

State of South Carolina

County of Charleston

Declaration of Covenants,
Conditions, Easements and
Restrictions Applicable to
GIFT PLANTATION

WHEREAS, GIFT PLANTATION, INC. a South Carolina Non-Profit corporation, is a neighborhood of residential homes governed by the Gift Plantation Homeowners Association, Inc. located on Johns Island, and

WHEREAS, certain easements, restrictions, covenants, and conditions were created for the purpose of protecting the value and desirability of the homes and land known as Gift Plantation, and

IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the Gift Plantation Inc. does hereby declare that these covenants originally created by the Developer, transferred to the Gift Plantation Homeowners Association, Inc. and filed in the Charleston County Register Mesne Conveyance (RMC) office does apply to all the land and all real property described herein, and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used, subject among others, to the covenants, restrictions, conditions and easements hereinafter referred to as the covenants, as set forth herein.

1. PROPERTY SUBJECT TO THESE COVENANTS

The real property subject to these Restrictive Covenants is on Johns Island, Charleston County, South Carolina, and was shown on a certain conditional plat of a portion of PHASE I of GIFT PLANTATION, prepared by Mark S. Busey, Registered Land Surveyor, dated November 7, 1990, and recorded in the RMC Office for Charleston County in Plat Book CB, at Pages 174-176. Said Plat was incorporated herein by reference and is hereinafter called the PLAT. The residential lots shown on the original plat was numbered two (2) through four (4), and thirty-one (31) through fifty-six (56). Since the completion of the community the restrictive covenants apply to all three Phases and the Plats numbering one (1) through one hundred fourteen (114), one hundred twenty three (123) and three hundred nineteen (319) through three hundred thirty one (331). Note: The following lots were combined from two into one lot: 33 & 34, 48 & 49, 107 & 108, 324 & 325 and 327 and 328. Lots 11 & 70 are designated HOA owned.

2. GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, **GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the ASSOCIATION) for the purpose of providing a vehicle for the orderly development and preservation of values of Gift Plantation. The Developer, for each lot owned by it within Gift Plantation, hereby covenants and each owner of any lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all terms, conditions and provisions of the declaration of covenants, conditions, restrictions, charges, liens and By-Laws for Gift Plantation Homeowners Association, Inc. as set forth in the RMC Office for Charleston County. That any liens referenced in the forgoing shall be reserved for the exclusive use of the Gift Plantation

Gift Plantation Homeowners Association, Inc.

Home Owner's Association, Inc. and their rights in collecting any amounts owed the association pursuant to these covenants and restrictions.

3. DEFINITIONS

"LOT" shall mean any residential building lot as shown on the plat of Gift Plantation and shall include any dwelling thereon when the context requires such construction.

"OWNER" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or 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 Lease or Tenant/Renter of an Owner.

"RENTER/LEASEE": A person or persons who enter into a bona fide written rental/lease agreement with a Lot Owner within Gift Plantation must include a written provision that the "Renter/Leasee(s) agrees to fully comply with all of the Declaration of Covenants of Gift Plantation Homeowners, Inc. The Owner must secure a signed form from the Renter/Leasee(s) stating they have received a complete copy of the Covenants prior to occupancy. The Owner(s) must also submit to the HOA a completed "Tenant Registration Form" that includes basic contact information about each occupant to reside within the Owner's dwelling.

No Owner may rent/lease a Lot for fewer than six (6) months or greater than twelve (12) months. Rental contracts may be renewed for additional durations at the Owners discretion as long as the Owner is a member in good standing. Owners may request a special hearing before the HOA Board of Directors for special variances in case of hardship or to accommodate Renter/Leasees who are protected under the Americans with Disabilities Act.

"COMMON GROUNDS/AREAS" means all real property within the Gift Plantation, Inc. which is owned and/or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

"ESTATE SALE" means the sale or auction of personal property of a deceased person or a person(s) who is facilitating a permanent move/change of residence. Estate sales must comply with the requirements outlined in Article 30.

"INDEPENDENT APPEALS REVIEW COMMITTEE (IARC)" means a group comprised of three or more volunteer members who serve to review ARB appeal requests made by a member(s) and make recommendations to the ARB and HOA board in an effort to resolve differing opinions. Volunteer members rotate on and off the IARC.

"MEMBER" shall mean a person(s) who is a Member(s) of the Association who is obligated by this governing document to pay an annual dues assessment and when imposed any special dues assessment to the HOA.

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“MEMBER IN GOOD STANDING” shall mean a member as defined in the By-Laws who is current in paying his membership dues assessments (regular or special) and not in violation of the governing documents or action approved by a court of jurisdiction.

4. RESIDENTIAL USE OF PROPERTY

All lots shall be used for residential purpose only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any accessory structure customarily incidental to the residential use of such lots.

5. ABSENCE OF SPECIFIC SETBACK LINES

Setbacks will comply with the most current Zoning Ordinance for Charleston County. The Architectural Review Board “hereinafter referred to as ARB,” shall remain as a standing committee of the Gift Plantation Homeowners Association, Inc. No building or other structure, of any type, shall be located on any residential building lot without the prior written approval of the ARB of Gift Plantation Homeowners Association, Inc. Any and all other setbacks as required by the Charleston County Regulations in regards to setbacks for front, side and rear shall apply to the lots in Gift Plantation.

6. SWIMMING POOLS, WALLS AND FENCES

Approval for installation of swimming pools must be obtained from the Charleston County Zoning and Planning Department prior to start of construction. Additionally, all pools must be located in their entirety to the rear of the main dwelling and shall not project with their coping more than two feet above the established grade of the lot.

Boundary walls may be erected but not higher than three feet from the street right of way to the rear building line and can only consist of hedges, shrubs and bushes and not fence material. Fences and boundary walls shall not exceed six feet in height from the rear building line to the rear property line.

All fences must be approved, in writing, by the Architectural Review Board as to materials, size and location prior to construction. The ARB shall have the right to approve exceptions. The six foot height requirement for fences and boundary walls shall be measured from the existing elevation and such elevation shall not be increased by the addition of any mound, berm or other dirt build up.

7. SUBDIVISION OF LOTS

No portion of any lot shall be sold or conveyed except in the case of a vacant lot. The same may be divided in any percentage between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form a single building lot. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot if subdivided. No lot shall be split, divided, or subdivided for sale, re-sale, gifts, transfers or otherwise without the prior written consent of the Architectural Review Board except as provided in this section.

8. CORNER LOTS

On all corner lots, the front line of any corner line shall be construed as the shorter of the two property lines along the intersecting streets. A building should be situated diagonally on a corner lot with specific approval by the ARB as to precise location. Exceptions to this general rule may only be granted by the ARB on the basis of topography, the desire to save significant trees, or the non-feasibility of home to be constructed fitting on such corner lot.

9. EXTERIORS

No dwelling or other structure shall be erected in Gift Plantation having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed and finished in a manner acceptable to the ARB. Materials and colors complementary to existing dwelling may be used for any garage, outbuilding or any other structure erected on the lot with the approval of the ARB. No lot shall contain more than one outbuilding. For purposes herein, a detached garage shall be considered an outbuilding.

10. ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the lots unless said residence be constructed with a minimum of two thousand (2,000) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garage, finished rooms over garages, whether attached or detached, terraces, decks, porches, patios, balconies, breezeways, etc.. In order to gain approval for construction of any house, the same shall include at least a double car garage with a door or doors.

11. ARCHITECTURAL REVIEW BOARD AND CONTROL

The ARCHITECTURAL REVIEW BOARD (ARB) is a sub-committee of the HOA Board of Directors. All appointments to the ARB are the sole responsibility of the HOA Board of Directors. ARB appointments must be communicated to the full membership within seven (7) days of the date of the appointment. The ARB will be composed of not less than three (3) members in good standing with one of the members serving as the chairperson. The ARB's primary responsibility is to maintain and enhance the carefully designed plan of our community. ARB guidelines and standards address exterior improvements, additions and changes for which homeowners must submit applications for approval to the ARB. They are not intended to be all-inclusive or exclusive, but rather serve as a general guide to identifying building improvements and major alterations permissible within Gift Plantation. All members must be provided current copies of these guidelines and standards which must also be posted to the community website at www.giftowners.com and Owners can only be held responsible to compliance if such information is shared timely. Written requests for approval must be submitted to the ARB prior to the beginning of work. The ARB will prepare a written letter to the requester outlining the conditions for approval or denial within fourteen (14) days from the date the request was received unless a written extension is filed by the ARB to the HOA Board and homeowner with good cause as to the need for an extension. In the event the ARB does not comply with the timeframe, the request is automatically approved.

No new construction, reconstruction, remodeling, alteration, or addition to the exterior of any structure, building, fence, wall, drive or improvements of any nature shall be commenced without first obtaining the written approval of the ARB of the Association as to the location, plans and specifications. As a prerequisite to consideration for approval, and prior to the

beginning of the contemplated work, a complete set of the building plans and specifications as well as landscape plans must be submitted to the ARB. The ARB shall be the initial arbiter of such plans and must demonstrate withholding approval is reasonable, fair and consistent. Upon given approval, construction shall be started and prosecuted to completion in strict conformity with such plans. No previously approved structure shall be used for any purpose other than for which it was originally approved. Requesters have the right to appeal an ARB decision through the Independent Appeals Review Committee (IARC).

Prior to any major landscape construction, change in elevation, alteration, remodeling, or addition, the owner must submit a landscape plan to the ARB. The ARB must approve the said landscape plan prior to implementation of landscape plan. The power and wattage of all outside landscape lighting shall be subject to ARB approval.

If the request is disapproved by the ARB, the homeowner has the right to ask the Independent Appeals Review Committee (IARC) for a ruling/reconsideration. To initiate an appeal to the IARC, the Owner must submit a written request to the HOA Board of Directors for an appeal within (7) days of receiving the ARB decision. Once received, the appeal will be referred within 7 days by the Board of Directors to the members of the IARC for immediate action. The IARC will share their recommendation to the HOA Board, the ARB and the homeowners within 7 days of receipt of the appeal. In total, the entire process for ARB, HOA and IARC consideration will not exceed an unreasonable amount of time.

12. COMPLETION OF CONSTRUCTION

All house and other structures must be completed within twelve (12) months after the date of the construction of same shall have commenced unless otherwise extended, in writing, by the ARB where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, fires, national emergency or national calamity. This requirement does not preclude a builder of speculative homes from leaving floors, countertops, or other interior detail unfinished until sold. All landscaping shall be completed within six (6) months of the completion of the residence.

No materials shall be stored or allowed to accumulate on any lot, except building materials, during the course of construction commencing from the first day of delivery of such materials for any approved structure. During the course of construction, sites are to be kept free of unsightly accumulation of rubbish and scrap materials which shall not be allowed to blow in the wind. Trailers, sheds and the like are to be kept in a neat and orderly manner. Builders are responsible for keeping public rights of way clean and free of debris and dirt.

13. OBSTRUCTION TO VIEW AT INTERSECTION AND DELIVERY RECEPTACLES

The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No owner may plant or allow to remain on the street right-of-way between the front street line and the owner's lot line, any vegetation which impedes normal view and progress in the street right-of-way and/or any vegetation which in any way overhangs any portion of the street itself, saving and excepting trees existing prior to January 1, 1990.

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No receptacles or construction of any container for the receipt of mail, newspaper or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved prior to construction by the ARB. It shall be required that all mailboxes, mailbox posts, etc. be of uniform shape, size, height, color and design, the details of which shall be furnished to each owner by the ARB upon request.

14. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES

No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used, either temporarily or permanently as a residence. This paragraph shall not be construed to prevent the use of sheds, trailers or other temporary structures during construction as may be approved by the ARB, none of which may be used for overnight or residential use or purposes.

15. SIGN BOARDS

No sign boards shall be displayed except "For Sale" or "For Rent" which signs shall not exceed 2 x 3 feet in size. No more than two such signs shall be displayed on any one lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet above the established grade.

16. ANTENNA/SATELITE DISH

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. Customary receiving antenna shall not exceed ten (10) feet in height above the roof ridge line and placed on the roof to the rear of any house in an esthetically pleasing location. The ARB reserves the right to require an owner to relocate any of the above mentioned deemed unsightly.

17. MINING

No lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of or any other exploitation of subsurface natural resources, with the sole exception of subsurface water.

18. AIR AND WATER POLLUTION

No use of any lot (other than normal use of residential fireplaces, patio fire pits, and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, which standards shall at a minimum meet requirements of Federal and State Law and any regulations there under applicable to the property. No waste or any substance or materials of any kind shall be discharged into lakes or marshes within Gift Plantation or adjacent thereof. No person shall dump any garbage, trash or other refuse into any of the waterways on or immediately adjacent to the property.

19. DISPOSITION OF TRASH DEBRIS AND PROHIBITION AGAINST BURNING

Trash, garbage, recycling or other waste shall be kept only in sanitary covered containers. Such containers shall always be stored in such a manner that they cannot be seen from the street or

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adjacent property. Authorized trash containers and recycle bins are to be placed at the street side no earlier than the day before pickup and removed from the street no later than the morning after such day. Lawn/Grass/Yard waste must be stored in authorized paper bag containers. Larger twigs, branches and limbs must be cut down to a length of not more than 48 inches or to a length that complies with any future waste management company policies, before being placed at curbside the day before pick up, if possible.

Residents with a temporary or permanent health condition or physical limitations who are unable to comply with this Article may request an exception to the HOA Board of Directors.

No open burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any lot during construction or at any time thereafter.

20. AESTHETICS, SCREENING AND UNDERGROUND UTILITIES SERVICE

All residential utility service and lines to residences and out buildings shall be underground. All fuel/propane tanks must be buried. Stand alone air conditioning units must be shielded from street view by planting or screening not less in height at installation than the top of such unit and requires prior ARB approval before putting in place for use. Window air condition units are discouraged.

Propane tanks for the sole purpose of outdoor grills must be contained and attached to the outdoor grill. Any above ground propane tank must be replaced with an in-ground propane tank in accordance with Charleston County safety guidelines.

21. ANIMALS

Only pets defined by the Charleston County, Code of Ordinances Livability provisions can reside within the boundaries of Gift Plantation. No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be kept, raised, bred or maintained on any lot with the exception that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any structure upon a lot, and not for commercial purposes or in unreasonable quantities.

Pet ownership must comply at all times with current Charleston County Code of Ordinance, "Livability" provisions. Each person bringing or keeping a pet upon any land described on the plat of Gift Plantation shall be absolutely liable to each and all other owners, their family members, invitees, renters/ leasees, contract purchasers and guests, for any damages to persons or property caused by such pet. Dogs must be secured by a leash and accompanied by the owner when off the owner's property. All owners must immediately remove pet waste deposited by their pet on property other than their own including all common grounds property within the boundaries of Gift Plantation. Excessive barking is deemed a nuisance violation and should be reported to the Charleston County Animal Control department.

Pets are never allowed in the community swimming pool or pool deck area. This is a State regulation governed and enforced by the South Carolina Department of Health and Environmental Control (DHEC). Violators are subject to State fines and possible suspension of the use of the community amenities.

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Any resident who owns or keeps a dog or cat three months of age or older must provide timely vaccinations against rabies. Pet owners must affix and maintain a durable metal or plastic identification tag on the collar of the animal which has permanently stamped or printed thereon the owner's address and phone number(s). The tag shall be maintained in such a condition as to make the stamped or printed information clearly legible. Microchip technology or tattooing as otherwise provided by law may be used in lieu of a collar tag, provided that the owner's identification and contact information remains current. Pet owners must have a valid certificate of rabies vaccination readily available at all times for inspection by an animal control officer or health official. Vicious dogs and dogs that are considered a nuisance are strictly prohibited.

22. PROHIBITION OF COMERICAL USE

No trade, business or commercial activity of any kind or character shall be permitted upon any lot. A private in home office shall be allowed, however, no one shall be allowed to conduct any type of business out of the home that would require customers, clients, patients and/or public to visit said home office as a part of its regular business functions.

23. MINOR AGRICULTURAL PURSUITS

Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits do not include the raising of crops intended for marketing or sale to others. Additionally, no garden, for sole consumption, may exceed seven hundred and fifty square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the rear corners of any house on any lot.

24. CHANGING ELEVATIONS AND WELLS

No elevation changes shall be permitted which materially affects the surface grade of surrounding lots. No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use. No visible well, pump, or pump house may be located in front of the rear corners of any residence. The six (6) foot height requirement for fences and boundary walls shall be measured from the existing ground elevation and such elevation shall not be increased by the addition of any mound, berm or other dirt build up. Elevation and wall changes must comply with Article Six (6).

25. EASEMENTS

In addition to those easements shown on the said plat, and not as any limitation thereof, an easement on each lot is hereby reserved by the HOA Gift Plantation, Inc. for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back property line of each lot and along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interface with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of such lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of this covenant, the HOA reserves the right to modify or extinguish the easement, herein reserved,

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along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. All easements are the sole control of the Gift Plantation Homeowners Association, Inc. who will coordinate all issues relating to easements with the ARB.

Nothing in this section to the contrary withstanding, the Gift Plantation HOA reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and conditions of use of the easements of each lot. Such agreement shall, upon execution, be filed with the RMC Office for Charleston County and shall without the necessity of further action, constitute an amendment of these covenants by the HOA and become a part of these covenants as if set out in full herein. Charleston County has the exclusive rights and access to all drainage easements within the boundaries of Gift Plantation.

26. MAINTENANCE REQUIRED BY OWNER

Each Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding six (6") inches on any lot at any time. Lots shall specifically include all easements on each lot. All exterior painting requires prior ARB approval.

27. OUTSIDE DRYING

No clothing or other household fabrics shall be hung in the open on any lot. No clothes lines may be constructed or allowed to remain on any lot.

28. LANDSCAPE RESTRICTIONS

No tree having a diameter of six (6) inches or more (measured from a point of four (4) feet above the ground level) shall be removed from any lot without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at his cost. The liability of such removal shall be imparted to the owner if removed by a contractor, employee, or agent of the owner.

29. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCES

No noxious or offensive activity shall be carried on upon any lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any devise or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No nuisance shall be permitted or maintained upon any portion of the property.

30. PARKING RESTRICTIONS, USE OF GARAGES AND YARD AND ESTATE SALES

No resident motor vehicles shall be parked or left on any street overnight or on any property shown on the plat of Gift Plantation, other than a driveway. It is recommended garage doors

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remain closed as often as possible except when being used by the Owner(s). Garage doors must remain closed overnight.

No garage sale, patio sale or yard sale shall occur, be held or permitted to exist at any time on any lot or any residential property within Gift Plantation. The HOA Association is obligated to host an annual community-wide yard sale for the convenience of the community.

Estate Sales may be approved by the HOA Board of Directors if the following conditions are met:

1. Sale(s) must be only held in the interior portion of the house which does include the garage and cannot be conducted at any time, on any exterior portion of the lot (driveway, front, side and back yards, exterior porches, etc.);
2. A written request must be received by the HOA Board of Directors within 14 days prior to the projected Sale date(s) by the requester. The request must include a detailed description of the steps taken to insure no disruption to the community and community residents. It must also include a statement that the requester assumes full responsibility for any and all personal and property damages incurred to residents and their property by prospective buyers and their vehicles.
3. The Sale period may not exceed two (2) consecutive days and can only be conducted each day between the hours of 9:00 AM to 5:00 PM.
4. The requestor must provide to the Board proof (a copy) of their current homeowner's insurance policy prior to the Sale commencing.

The HOA board has the right to deny such requests for the safety and good of the Association and its members. If approved, the HOA Board of Directors will release a communication in writing 7 days prior to the event, informing all members of the upcoming Sale(s), its location/address, roadways within the community that may be impacted and Board contact person if problems develop on the day of the Sale.

31. VEHICLE, VESSEL, AND TRAILER PARKING

No trailer, recreational vehicle, motor home, boat or boat trailer, school bus, commercial vehicle or truck containing more than four (4) wheels may be parked, stored or allowed to remain on any street or street right-of-way. No such vehicle as described above may be kept, parked or stored on any lot in front of the rear corners of the residence, enclosed garages excepted, for more than three (3) consecutive days without requesting in advance a written exception to the HOA. No such described vehicle may be kept, stored or allowed to remain overnight upon any of the common property of the Association. In the event an owner shall have out of town guests visiting, however, a trailer, recreational vehicle, motor home or boat and boat trailer may be parked in a driveway in front of the rear corners of a residence for a period not to exceed three (3) consecutive days. Owners may park boat and boat trailers in a driveway for the purpose of washing/cleaning/servicing not to exceed three (3) consecutive days. Residents are not authorized to park, store or place more than two of any vehicles, vessels or trailers.

32. LAKES

The lakes of Gift Plantation are not designed for swimming or bathing purposes, and the same is prohibited. No docks, landing or other structures may be located in any lake without the prior written consent of the ARB. Boats of sixteen (16) feet or less in length are permitted within the lake, providing the same are powered solely by a single electric motor. No internal combustion engines may be operated on the lake. Manually propelled boats, i.e. oars, paddles or sculling are also permitted. Fishing is permitted within the lake so long as all regulations of the South Carolina Wildlife and Marine Resources Department, as the same shall be changed from time to time, are strictly observed. No water, via pipes or hoses, may be withdrawn from the lakes except by the Association itself for purposes of watering Association landscaping. Access to and ingress/egress for the lakes in Gift Plantation shall be strictly limited to and through the Association Property. Ingress/egress to any lake over privately owned property is strictly prohibited.

33. MOTORCYCLES, DIRT BIKES, ALL TERRAIN VEHICLES, MOPEDS, BICYCLES AND GOLF CARTS

No all terrain vehicles, regardless of whether or not the same shall have three, four, six or more wheels, or "dirt bikes" shall operate on any of the lots, common areas, or streets within Gift Plantation. Mopeds, as defined by the State of South Carolina, bicycles and scooters shall be allowed. Gasoline powered go-carts/skateboards are prohibited. No motorcycle may operate within the subdivision unless the same be fully street licensed including, but not limited to muffler, brakes, lights, license plates, insurance, registration and/or other requirements of the State of South Carolina. Complaints by two or more lot owners as to engine noise of any motorcycles will also require a review and opinion from the Gift Plantation Homeowners Association, Inc. as to the ability of such motorcycle to further operate within the subdivision unless modified for appropriate noise reduction.

All Golf carts must be registered with the South Carolina Department of Motor Vehicles and insured. They are prohibited at all times on any and all common grounds within Gift Plantation. In order to comply with SC law, residents must complete and submit with payment Form GC-2, Golf Cart Permit Decal and Registration Application. Unlicensed minors cannot drive golf carts in the community at any time.

34. COMMUNITY AMENITIES & COMMON GROUNDS INCLUDING ISLANDS

All community amenities (clubhouse, swimming pool, picnic areas, tennis courts and dock), common grounds and the community islands are for the sole use and pleasure of the residents of Gift Plantation. Invited guests may enjoy the benefit of their use only when accompanied by an adult HOA member. Any and all persons will be held personally liable for any damages incurred to amenities, grounds and/or islands. Skateboards and bicycles are prohibited on the Tennis Court surfaces at all times. Boats may not remain moored to the community dock for more than 24 hours without prior written consent from the HOA board. Boats shall always be moored in such a way that allows maximum access to mooring space for others. HOA members are limited to four guests at any one time for use of the community swimming pool. Picnic areas, islands and other community natural resources should be kept litter free. Personal trash and waste should be placed in designated trash containers or if not available, removed when leaving the area.

35. DOCUMENTS

All papers and instruments required to be filed with or submitted to the HOA Association or the ARB, shall be sent by certified mail to the address shown herein, unless each such entity shall subsequently specify another address.

GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.

3875 Oakley Drive
Johns Island, South Carolina 29455

Or

ARCHITECTURAL REVIEW BOARD

3875 Oakley Drive
Johns Island, South Carolina 29455

36. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No basketball goals, volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the front building line of any lot; further, no such net, goal or other assembly if temporarily placed for a single use may be allowed to remain for no more than three (3) days. For purposes herein, a basketball goal affixed to or mounted on the front of any residence, attached garage or detached garage not located rearward of the front of a residence shall violate this restriction.

37. VIOLATIONS

If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for any person, firm or corporation owning any of the lots or having any undivided interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the covenants shall be entitled to recover attorney fees, court costs and out of pocket expense if he prevails. In addition to the rights and remedies hereinabove enumerated, and not by way of limitation, if the Association Board determines that any provision of these covenants has been violated the Association Board may seek appropriate relief at law or in equity to assure that the purposes of these covenants are fulfilled; the Association Board shall be entitled to attorney fees if it prevails.

38. COMPULSORY MEMBERSHIP IN ASSOCIATION

Every lot owner is required to be and remain a member of the Gift Plantation Homeowners Association, Inc. Said Association shall be an eleemosynary (not-for-profit) corporation chartered with the Secretary of the State of South Carolina, whose function shall be the collection of compulsory annual assessments, the same for each lot, as a vehicle to assure that Gift Plantation Subdivision shall be maintained in an attractive, well-maintained condition and to provide for such other benefits as defined by the By-Laws of the Association. The annual assessment shall be paid on January 15 of each year. The Association shall be governed by its Directors and by virtue of lot ownership, each owner shall be compelled to pay such annual assessments as are established and each lot owner shall be entitled to one vote for each lot owned. Unpaid assessments shall be and remain a lien on the land owned. The By-Laws of the Association shall be provided to each lot owner upon request. The Association shall be governed by its By-Laws which may be changed from time to time. In the event of conflict between the

Gift Plantation Homeowners Association, Inc.

By-Laws of the Association and these Covenants and Restrictions, these Covenants and Restrictions shall control.

39. VACATION OR TIME SHARING PROHIBITED

No dwelling on any lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

40. BUFFER AREA (S C HIGHWAY 54)

A natural buffer area shall exist parallel to the right-of-way of S.C. Highway 54, as shown on the above described plat, and said buffer area shall not at any time be used for ingress and/or egress to or from any lot nor shall the same be used informally as a short cut. Said area shall remain in its natural state and may not be cleared or otherwise utilized by adjacent lot owners.

41. JUNKED, WRECKED, DISABLED OR INOPERABLE VEHICLES

No wrecked, partially wrecked, stripped, disabled or inoperable vehicles, boats or trailers shall be kept, parked or stored upon the common property of the Association, or upon any street or street right-of-way, or upon any lot governed by these Restrictions. A vehicle may be restored if totally kept in an enclosed garage with the door (s) closed. A vehicle shall be considered to be disabled or inoperable if it has no valid license plate and registration, or has flat tires or significant and obvious exterior damage and has no current SC vehicle inspection certification.

42. HUNTING AND FIREARM DISCHARGE PROHIBITED

Hunting is strictly prohibited within Gift Plantation. No use of firearms, air guns, bows and arrows, traps, cross bows, spears, snares or other means may be utilized to kill, capture or injure game. The discharge or firing of any firearm within Gift Plantation is forbidden.

43. CONVEYANCE OF COMMON AREAS

The previous Developer did convey to the purchasers of lots in Gift Plantation in January 1992, the Amenity (Clubhouse) Center, Tennis Courts, Swimming Pool and Pool deck, docks, lakes, marshes, wetlands, buffer and other common grounds/areas as shown on the above described plat, to the Gift Plantation Homeowners Association, Inc. for a nominal (less than \$10.00) consideration.

44. DURATION AND AMENDMENT

These covenants shall bind all persons claiming any interest in the land and shall run with the land for a period of TEN (10) years from the date of the most current recording on file with the RMC Office of Charleston County, after which time they shall mandatorily be reviewed for changes and updates by a committee comprised of not less than 10% of its membership. Those final proposed changes shall be presented to the membership for approval after being sent to the HOA Board of Directors. Any new instrument or Amendment(s) must be approved by sixty six (66%) percent of Owners (multiple owners of a single lot shall have one vote among them) of lots has been recorded, terminating or modifying the existing instrument.

However, the proposed new instrument or Amendment(s) shall first be presented to the Board of Directors of the Association for review and comment. If the Board concurs, they must schedule a

Gift Plantation Homeowners Association, Inc.

"Special Meeting" for the purpose of sharing the proposed changes to these Covenants within forty five (45) days from the date received for membership review and voting. Upon proper execution (majority of the membership vote secured by written/mail-in ballots and/or hand votes), the new instrument and/or Amendment(s) shall be timely filed in the RMC Office for Charleston County.

45. STREET LIGHTING

ALL LOT OWNERS shall pay Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable South Carolina Sales Tax, for the operation and maintenance of a street lighting system. All lot owners shall contact Berkeley Electric Cooperative, Inc. or their successors, three (3) days prior to digging or performing excavation work on said property including swimming pool installation, trenching or any type of digging. Upon notification by the lot owner, a field survey will be conducted by Berkeley Electric Cooperative, Inc. personnel to insure that there are no conflicts with the cooperative safety requirements. Any excavation in violation of Berkeley Electric Cooperative Safety Requirements is expressly prohibited.

46. ENFORCEMENT

Should the home owner's association be required to bring suit to enforce any of the covenants, conditions or restrictions as set forth, then the home owner against whom the enforcement action is begun shall be responsible for any and all costs incurred by the home owners association including attorney's fees upon ruling favorable to the Home Owner's Association.

IN WITNESS THEREOF, GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused those presents to be executed by its duly authorized Officers this 2nd DAY OF DECEMBER 2014.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

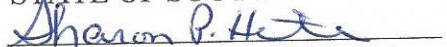


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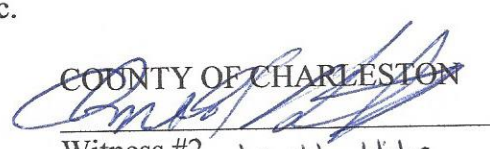
Philip G. Brand

President, Gift Plantation Homeowners Association, Inc.

STATE OF SOUTH CAROLINA


Witness #1 SHARON P. Hite

COUNTY OF CHARLESTON


Witness #2 Arnold Hite

PERSONALLY APPEARED before me, who, being duly sworn, deposes and says that she/he saw the within named GIFT PLANTATION HOMEOWNERS ASSOICATION, INC., by its President, sign the within Covenants, attest the same, and, as its act and deed, deliver the same, and that (s)he with the other witness, witnessed the execution of.

SWORN TO BEOFRE ME THIS 2nd DAY OF DECEMBER 2014.



Betty M. Dorr

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires:

February 13, 2019