

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO DECLARATION
)	OF COVENANTS AND RESTRICTIONS FOR
)	THE PRESERVE AT FENWICK HALL AND
)	PROVISIONS FOR THE BYLAWS OF THE
)	PRESERVE AT FENWICK HALL PROPERTY
)	OWNERS ASSOCIATION, INC
COUNTY OF CHARLESTON)	

WHEREAS, Epic Development Group, LLC (the "Declarant") is the owner of certain real property commonly referred to as The Preserve at Fenwick Hall located in the City of Charleston, Charleston County, South Carolina (the "Property"), and

WHEREAS, the Declarant recorded that certain document entitled, "Declaration of Covenants and Restrictions for the Preserve at Fenwick Hall and Provisions for the Bylaws of the Preserve at Fenwick Hall Property Owners Association, Inc" (the "Declaration") dated April 29, 2005 and recorded September 21, 2005 in Book T-535 at Page 686 in the RMC Office for Charleston County, South Carolina subjecting the Property to certain covenants and restrictions, and

WHEREAS, subject to certain limitations, Article IX, Section 9 02 of the Declaration permits the Declarant to amend the Declaration at any time with or without the prior consent or approval of any owner or mortgagee holding a lien on any Lot on the Property for so long as Declarant owns a Lot on the Property, and

WHEREAS, Declarant owns all of the Lots on the Property, and

WHEREFORE, Declarant therefore desires to supplement the Declaration in the following particulars

1 Property Exhibit "A" to the Declaration is hereby supplemented to show that the following property is also subject to the Declaration

All that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, and more particularly described as "Lot 15 7,871 SF 0 181 AC", being a portion of LOT 3 on a plat prepared by Southeastern Surveying of Charleston, Inc entitled "A FINAL SUBDIVISION PLAT OF A PORTION OF THE PRESERVE AT FENWICK PLANTATION LOTS 19 THRU 25, LOTS 31 THRU 35 AND PUBLIC RIGHT-OF-WAY BEING A PORTION OF LOT 1, OWNED BY EPIC DEVELOPMENT GROUP, LLC AND LOT 15, HELD IN TRUST AND TO BE CONVEYED TO EPIC DEVELOPMENT GROUP, LLC, BEING A PORTION OF LOT 3 AND EASEMENTS LOCATED ON LOT 2, OWNED BY PENNY CREEK ASSOCIATES, LLC LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH

CAROLINA” dated January 25, 2006, last revised April 13, 2006, and recorded in Plat Book EJ at Pages 722 – 727, in the RMC Office for Charleston County

TMS# 346-00-00-259 (portion of)

2 Common Properties Exhibit “B” to the Declaration is hereby amended to add the following

- A All area designated as “John Fenwick Lane” containing a total of 3 065 acres as shown on Exhibit A, and
- B All areas designated as “P O A OPEN SPACE” containing a total of 1 371 acres as shown on Exhibit A

3 Article I (m) “Lot” is hereby deleted and replaced as follows

--(m) “Lot” shall mean and refer to any lot, whether improved or unimproved, whether existing or can be created on the Property or from any residual properties owned by Declarant based upon permitted density allowances in the City of Charleston which may be independently owned and conveyed and can be used as a building area site for the construction of a single family dwelling, such term shall also include, without limitation, any contiguous or non-contiguous portion of a Lot ancillary to the use allowable on the remainder of the Lot, together with any and all improvements located therein or thereon

4 Lots on Lake, Canal, Drainage Easement or Waterway Article III, Section 3 03 is hereby amended to add subparagraph (c) below

(c) Lot Owners bordering a lake, canal, drainage easement or waterway, shall be subject to the following additional restrictions

Unless otherwise approved in writing by the Association, the Lot Owner shall maintain and mow the area between the edge of the lake and all areas not covered by water, even though the same may be reserved as a part of the lake, canal or drainage easement or waterway Lot Owners shall maintain that portion of the lake being within the boundaries of their lots Such maintenance shall include, but not be limited to, keeping any portion of the lakes, canals and waterways lying within the Lot of such Owner free and clear of all debris, trash and aquatic growth, provided, however, any chemical used for treatment of aquatic growth must be approved in writing by the Declarant or the Association

No boats, canoes, kayaks, or similar objects shall be permitted on any lake, canal, drainage easement or waterway except when reasonably required for maintenance or emergency purposes

No filling of the lake, drainage easement or canal, or waterway shall be permitted, and no waste, garbage or wastewater are to be discharged, dumped or otherwise placed in the lake, canal or drainage easement, or waterway from any lot

Because the rear and/or side property line shown on the recorded plat which may lie within a lake, canal, drainage easement, or waterway, the Lot Owner shall take title subject to the rights of the Association to work within and maintain for drainage purposes only any areas within drainage easements shown on recorded plats. The Association making use of said drainage easements within the boundaries of Lots shall not be obligated to provide aquatic growth control or improve said easements in any way except as the Association, in its sole discretion, may determine to be necessary. Owners of Lots adjoining any lake, drainage easement, canal or other waterway shall save and hold harmless the Association from all claims arising out of discoloration of the lake, canal or other waterway or damages to the same caused by normal maintenance, repairs to the drainage easement. Lot Owners shall not place any pumps and/or pump water from the lakes.

Lots or Common Properties with an OCRM designated Critical Line are required to have 25-ft vegetated Critical Line Buffers adjacent to the entire length of the Critical Line. In addition, there shall be a 10-ft building setback adjacent to the entire length of the buffer. The required Critical Line Buffers are shown on the recorded subdivision plat and are under the jurisdiction and permitting authority of the City of Charleston. See the City of Charleston Zoning Ordinance Section 54-347.1 and Section 54-348 Buffer Type L for Critical Line Buffer restrictions. Any alteration of the buffer area must be approved by the City of Charleston. The removal or damage of protected trees (trees with a diameter breast height of eight inches or greater), pruning of shrubs below three feet in height, manicured/grassed lawns, non-native plants, impervious areas and structures shall not be allowed in the Critical Line Buffer area.

Critical Line Buffer as used herein shall mean all buffer strips including the required twenty-five (25) feet critical line buffers, shown on any recorded plat shall be maintained by the owner of the Lot or in the event the Critical Line Buffer falls within any property owned by the Association then shall be maintained by the Association as a planted and landscaped area. No building or structure shall be constructed and no parking areas or other use may be maintained within the buffer strips.

5 Article IV, Section 4.03 of the Declaration is hereby deleted and replaced as follows:

Section 4.03 Board of Directors The Association shall be governed by a Board of Directors, which shall consist of five (5) members. For so long as Declarant owns a Lot or a residual area that can be developed into lots, the Board of Directors shall be appointed by the Declarant, and shall serve at the sole pleasure of the Declarant. At such time as the Declarant no longer owns a Lot, or sooner at the sole discretion of the Declarant, Directors shall be elected by a majority vote of the Association by cumulative voting of the Members (for which the Articles of Incorporation shall so provide, in accordance with Section 33-31-725 of the South Carolina Code of Laws). An election of Directors shall be held not more than one hundred twenty (120) days after the Declarant no longer owns a Lot or a residual area that can be developed into a lot.

6 Article VII, Section 7.02 of the Declaration is hereby amended to add the following:

(b) Governmental Easement Police, fire, water, health and other authorized municipal or governmental officials, employees and vehicles shall have the right of unrestricted ingress and egress to

the Common Properties, and any portion thereof, for the performance of their official duties, subject to any procedures or policies that may lawfully be established by the Association

7 Article IX of the Declaration is hereby amended to add the following

Section 9.4 Annexations Additional residential property and Common Properties may be annexed to the Property by Declarant without the consent of the members for so long as Declarant owns a Lot or a residual area that can be developed into a lot After Declarant no longer owns a Lot, additional residential properties and/or Common Properties may be annexed to the Property with the consent of two thirds (2/3) of the Members

8 The Bylaws are amended as set forth in Ex - C-1 attached hereto

Except as provided herein, all other terms and conditions of the Declaration shall remain and be the same

IN WITNESS WHEREOF, EPIC DEVELOPMENT GROUP, LLC has executed this First Amendment To Declaration Of Covenants And Restrictions For The Preserve At Fenwick Hall And Provisions For The Bylaws Of The Preserve At Fenwick Hall Property Owners Association, Inc this 20 day of April, 2006




First Witness

EPIC DEVELOPMENT GROUP, LLC

BY: A K. FLYNN & ASSOCIATES, LLC

By: 

Kevin J. Flynn
Its Member




Second Witness

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 20 day of April, 2006 by EPIC DEVELOPMENT GROUP, LLC, by A K Flynn & Associates, LLC by Kevin J Flynn, its Member



Notary Public, State of South Carolina
My commission expires 1-17-2017

**FIRST AMENDMENT
TO
BYLAWS
OF**

BKJ 583PG058

THE PRESERVE AT FENWICK HALL PROPERTY OWNERS ASSOCIATION, INC

WHEREAS, a copy of the Bylaws was attached as an exhibit to the Declaration of Covenants and Restrictions for the Preserve at Fenwick Hall and Provisions for the By-laws of the Preserve at Fenwick Hall Property Owners Association, Inc dated April 29, 2005 and recorded May 4, 2005 in Book T-535 at Page 686 (the "Declaration"), and

WHEREAS, the Directors made and entered into a written resolution of the Association dated _____, 2006, whereby they confirmed the adoption of the Bylaws, and

WHEREAS, the Directors, pursuant to Section 6 08 of the Bylaws, desire to reaffirm and amend the Bylaws to keep the By-laws consistent with the Declaration

NOW, THEREFORE, the By-laws are hereby modified and amended as follows

1 **ARTICLE III, Section 3 02 is hereby deleted and replaced as follows**

Section 3 02 Directors During Declarant Control For so long as Declarant owns a Lot or residual area that can be developed into a lot, the Board of Directors shall be appointed by the Declarant, and shall serve at the sole pleasure of the Declarant At such time as the Declarant no longer owns a Lot or a residual area that can be developed into a lot, or sooner at the sole discretion of the Declarant, Directors shall be elected by a majority vote of the Association by cumulative voting of the Members (for which the Articles of Incorporation shall so provide, in accordance with Section 33-31-725 of the South Carolina Code of Laws) An election of Directors shall be held not more than one hundred twenty (120) days after the Declarant no longer owns a Lot The directors selected by the Declarant need not be Members of the Association or Owners

Except as specifically modified and amended herein, all terms and provisions of the Bylaws shall remain unchanged and in full force and effect Each and every term of the Bylaws, except as modified and amended herein, is hereby reaffirmed and incorporated by reference, such that the Bylaws and this Amendment, shall be read and construed as one instrument

EX - C - 1

BKJ 583PG059

RECORDER'S PAGE

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



FILED

May 12, 2006
4 42 18 PM

BKJ 583PG054

Charlie Lybrand, Register
Charleston County, SC

Filed By

McNair Law Firm, P A

100 Calhoun St
Charleston 29401

CFB

DESCRIPTION	AMOUNT
amend/cove/rest	\$ 11 00
Postage	

TOTAL	\$ 11 00
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