

JK H 66 2409

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON    ) SUPPLEMENTAL DECLARATION AND  
  ) AMENDMENT OF COVENANTS AND  
  ) RESTRICTIONS OF THE MORGAN  
  ) CREEK HARBOR ASSOCIATION

THIS Supplemental Declaration made this 13<sup>th</sup> day of July, 1987 by Wild Dunes Associates, a South Carolina General Partnership, and by Morgan Creek Harbor Association, Inc., hereinafter referred to as "Association".

W I T N E S S E T H :

WHEREAS, the Wild Dunes Associates, by instrument dated July 12, 1984 made certain properties on the Isle of Palms, Charleston County, South Carolina, subject to a Declaration of Covenants and Restrictions For The Morgan Creek Harbor Association ("Declaration"), said instrument being recorded in the R.M.C. Office for Charleston County, South Carolina in Book R-138 at Page 133; and

WHEREAS, said Declaration was supplemented by Supplemental Declaration of Covenants and Restrictions of the Morgan Creek Harbor Association dated August 17, 1984, recorded in the R.M.C. Office for Charleston County in Book B-140, Page 611; and

WHEREAS, Article II, Section 2 provides that additional property may be brought within the plan and operation of the aforesaid Declaration as more particularly set forth herein and that any Supplementary Declaration adding additional land may contain such complementary additions and/or modifications of the covenants and restrictions contained in the aforesaid Declaration as may be necessary or convenient, in the sole judgment of the Declarant, Wild Dunes Associates, to reflect the different character, if any, of the added properties; and

WHEREAS, Wild Dunes Associates, with the consent of Morgan Creek Harbor Association, Inc., now wishes to bring additional properties within the plan and operation of the aforesaid Declaration and to submit said properties to the following complimentary additions and/or modifications of the covenants and restrictions contained in the aforesaid Declaration, now therefore

KNOW ALL MEN BY THESE PRESENTS that Wild Dunes Associates declares that the real property described in Exhibit "A", attached hereto, pursuant to Article II, Section 2 of the "Declaration of Covenants and Restrictions for Morgan Creek Harbor Association, Inc." dated July 12, 1984 and recorded in Book R-138, Page 133 in the R.M.C. Office for Charleston County, South Carolina, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements,

*Exhibits*

charges, assessments, affirmative obligations and liens as are set forth in the above described Declaration and the following complementary additional covenants, restrictions, conditions, easements and affirmative obligations:

1. Maintenance of Bulkheads by the Association. Pursuant to Article IV, Section 1 of the Declaration, the Association shall maintain, repair and replace the bulkhead shown on the Plat more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.
  
2. Easements for maintenance and repairs of docks and bulkheads. The Association shall have and is hereby granted by Declarant, Wild Dunes Associates, a permanent, transmissible, non-exclusive easement over, upon and underneath those portions of Lots 1 through 18, Tract F, Block G and other portions of Tract F, Block G as more particularly described in Exhibit "A" attached hereto that lie within forty (40') feet of the bulkhead which is contiguous to Morgan Creek, the location of said bulkheads being shown on a plat by Engineering, Surveying and Planning, Inc. dated February 9, 1987 as more particularly described in Exhibit "A" attached hereto, reserving unto Wild Dunes Associates, its successors and assigns, all rights to utilize said easement for purposes of maintenance, ingress and egress and for utilities. The purpose of said easement is to allow the said Association, from time to time to maintain, repair and replace the bulkhead and the pilings, cables, anchors, beams, bolts and other devices used to support the bulkhead. No permanent structures, buildings, sheds, pools, utility lines or other improvements shall be placed upon or maintained within the easement area without the prior written consent of the Association and Wild Dunes Associates. Any work done or repairs made by the Association within the easement area shall be done in a workmanlike manner and in a timely fashion. After the completion of work within the easement area, the Association shall restore the area as nearly as possible to the condition as it was in prior to the commencement of work.
  
3. Voting Rights. The Owners of Lots 1-18, Tract F, Block G, as more particularly shown on Exhibit "A" attached hereto, shall be designated as Type A Members as provided in Article III, Section 2 of the Declaration and shall have all rights, duties, and responsibilities and be subject to all assessments of Type A Members.
  
4. Ownership and Maintenance of Docks. The Owners of Lots 1-18, Tract F, Block G, as more particularly shown on Exhibit "A" attached hereto, shall be subject to the

provisions of Article IV, Section 3(a) of the Declaration pertaining to the ownership and maintenance of docks, except as provided herein.

All private docks and walkways adjacent to said Lots shall be kept and maintained in such a manner so that they are uniform in structure, form, appearance and style with the other private docks adjacent to Lots 1-18, Tract F, Block G.

No boat, craft or vessel docked or moored at such private docks adjacent to Lots 1-18, Tract F, Block G, shall be longer than forty-five (45') feet, except as may be permitted by express written approval of Wild Dunes Associates, its successors and assigns. No parallel parking of boats, crafts or vessels shall be allowed without the written permission of the Morgan Place Property Owners Association Board of Directors. No more than two (2) boats, crafts or vessels may be moored at a private dock without the written permission of such Board.

4. Easements for Access To and From the Harbor Basin. Subject to all rules and regulations promulgated by the Association and to the easements and assessments set forth in the Declaration, as supplemented, the Declarant, the Owners of Lots 1-18, Tract F, Block G, and their lessees, invitees and guest, shall have a non-exclusive easement and right to use the Harbor Basin Area for ingress, egress and movement of boats, crafts, and vessels to and from their property to the Intercoastal Waterway through and within the Harbor Basin Area.

The said easement shall be appurtenant to the Lot being conveyed by Declarant and shall run with the said Lot and may not be severed, partitioned or in any manner divided or conveyed separately from said Lot.

IN WITNESS WHEREOF, Wild Dunes Associates and the Association have caused this instrument to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

W. T. Turner  
William E. Miller

WILD DUNES ASSOCIATES, a  
South Carolina General  
Partnership

By: Noel D. Thorn  
Noel D. Thorn, its  
Partner

X H 66-412

MORGAN CREEK HARBOR  
ASSOCIATION, INC.

Walter Ballard

Walter Ballard

BY: Lawrence E. McKay

Lawrence E. McKay

Its: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me W. Foster Gaillard  
and made oath that (s)he saw the within Wild Dunes Associates,  
A South Carolina General Partnership by Noel D. Thorn, its  
Partner, sign, seal and as its act and deed, deliver the  
within written instrument and that (s)he with Donna B. Hartin  
witnessed the execution thereof.

W. Foster Gaillard

SWORN to before me this  
13th day of July, 1987.

Donna B. Hartin  
Notary Public for South Carolina  
My Commission Expires: 12-28-94

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me W. Foster Gaillard  
and made oath that (s)he saw the within Morgan Creek Harbor  
Association, Inc., by Lawrence E. McKay, its President, sign,  
seal and as its act and deed, deliver the within named written  
i n s t r u m e n t a n d t h a t ( s ) h e w i t h  
Donna B. Hartin witnessed the execution  
thereof.

W. Foster Gaillard

SWORN to before me this  
13th day of July, 1987.

Donna B. Hartin  
Notary Public for South Carolina  
My Commission Expires: 12-28-94

EXHIBIT "A"

## PROPERTY DESCRIPTION

ALL those certain pieces, parcels or lots of land situate, lying and being in the Isle of Palms, Charleston County, South Carolina, known and designated as Lots 1-18, Tract F, Block C, on a plat entitled "Conditional Plat Showing Subdivision of Tract F, Block C, Parcel 1, Lots 1-18, Wild Dunes, City of Isle of Palms, Charleston County, South Carolina" prepared by William Porcher, Land Surveyor, S.C. Reg. No. 7407, dated February 9, 1987, said plat being duly recorded in the R.M.C. Office for Charleston County in Plat Book 08, Page 74; the said lots having such size, shape, dimensions, cuttings and boundings, more or less, as will by reference to said plat more fully appear.

RETURN TO BUYST, MOORE, SMYTHE

McGEE ( ATTORNEY'S INITIALS

EX H 664415

Supple 7.00  
Killer  
Amos (C)

for

W 166-409  
EST. JUL 13 1921

REGISTERED MAIL SERVICE  
UNITED STATES DEPARTMENT OF JUSTICE

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