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STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
) DECLARATION OF COVENANTS,
) CONDITIONS, AND RESTRICTIONS
) APPLICABLE TO MARSH ISLAND
) SUBDIVISION AND MARSH ISLAND
COUNTY OF BEAUFORT) OWNERS' ASSOCIATION, INC.

This Amended and Restated to the Declaration of Covenants, Conditions and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Owners' Association, Inc. ("Amended Declaration") is made as of this 9 day of November, 2008, by Marsh Island Owners' Association, Inc. ("Association")

WITNESSETH:

WHEREAS, K.E.T. Corporation (the "Declarant") made that certain Declaration of Covenants, Conditions, and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Owners' Association, Inc. which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina ("ROD") in Deed Book 496 at Page 1366 on February 22, 1988, (the "Declaration"), and a First Amendment to Declaration of Covenants, Conditions, and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Owners' Association, Inc. which was recorded in the ROD Office in Book 499 at Page 1965 ("First Amendment") (hereinafter, the Declaration and the First Amendment shall collectively be referred to as the "Covenants"); and

WHEREAS, the Declarant subjected the Property described on Exhibit "A" attached hereto and made a part hereof ("Marsh Island Subdivision") to the Covenants; and

WHEREAS, the Declarant assigned its rights under Article IV of the Covenants to the Association by instrument recorded in the ROD Office in Book 524 at Page 112; and

WHEREAS, Section 8.11 of the Covenants provide that they may be amended by an instrument signed by not less than eighty (80%) percent of the lot or unit owners; and

WHEREAS, this Amended Declaration set forth herein has been approved by more than eighty (80%) percent of the lot or unit owners.

NOW THEREFORE, it is hereby declared that the covenants, conditions and restrictions contained herein shall be covenants running with the Marsh Island Subdivision and shall apply to all property conveyed in the future by deeds hereafter made which make reference to this Amended Declaration, or to which this Amended Declaration is attached, or to property

which, although conveyed without reference to this Amended Declaration, is thereafter burdened with these covenants, conditions, and restrictions through the execution and recording of a Consent and Joinder to this Amended Declaration by the Owner of the Lot. It is understood that once this Amended Declaration is attached to the property by conveyance with the appropriate reference thereto, by attachment to the deeds of conveyance, or by the Consent and Joinder of a Lot Owner that this Amended Declaration shall be binding in the future upon the property within, the Marsh Island Subdivision. This Amended Declaration is hereby published, made and attached to the above property, as follows;

ARTICLE I DEFINITIONS

Section 1.1 "Amended Declaration" or "this Amended Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Owners' Association, Inc. as the same may be amended from time to time.

Section 1.2 "Articles" shall mean the Articles of Incorporation of the Association as said Articles are amended from time to time.

Section 1.3 "Assessment" means the share of the common expenses of an owner assessed against said owner and his lot from time to time by the Association in the manner hereinafter provided.

Section 1.4 "Association" shall mean and refer to Marsh Island Owners' Association, Inc., a South Carolina non-profit corporation, its successors and/or assigns.

Section 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.6 "Common Area" shall mean and refer to those areas of land and any improvements thereon which are deeded to the Association and designated in said deed as "common properties". The term "Common Area" shall include any personal properties acquired by the Association if said property is designated as Common Area. All Common Areas to be devoted to and intended for the common use and enjoyment of the Owners/members of the properties. The terms Common Areas of Properties shall also apply to any easements of rights of use which may be vested in the Association.

Section 1.7 "Common Expenses" shall mean the assessments chargeable to and payable by all owners for the maintenance, care, repair, etc. of the property except for the portions thereof owned by individual owners.

Section 1.8 "Easement Area" shall mean that area necessary to maintain the exterior of dwelling units. Easements for other purposes shall be clear by giving their specific purpose and boundaries.

Section 1.9 "Lot" shall mean and refer to any improved or unimproved parcel of land shown on the final plat of Marsh Island Subdivision.

Section 1.10 "Marsh Island Subdivision" or the "Subdivision" shall mean and refer to the real property described in Exhibit "A" of this Amended Declaration, attached hereto and incorporated herein:

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot including contract sellers, but excluding those having such interests merely as a security for the performance of an obligation.

ARTICLE II GENERAL MATTERS

Section 2.1. This Amended Declaration describes the Association, the obligations of each Owner to the Association, and the burdens and limitations which run with the land for each Lot. Article III of this Amended Declaration sets out the functions and operations of the Association. Each owner is a member of the Association by virtue of the purchase of a lot. Article IV describes the rights assigned to the Association by the Declarant. Article V describes the assessments which the Association is empowered to levy against each lot. Nonpayment of assessments result in a lien against the lot. Article VI delineates the Use Restrictions which shall run with the land and shall burden and limit each Lot and remain in force as to all future Owners.

Section 2.2 Each Lot shall be separately conveyed and separately encumbered. It shall be the responsibility of each Owner to maintain and keep in good repair the maintenance of his Lot and any improvements thereon, and, in the event the Owner does not do so, the Association shall have the right to order any unsightly, dangerous or unkempt condition to be corrected within ten (10) days from the date of written notice, return receipt requested, mailed to the Owner thereof causing said condition. Should the required action not be taken by said Owner within the ten (10) days period, the Association may enter upon the Lot and correct the unsightly, unkempt, poorly maintained or unrepaired condition and then shall have the right to charge the offending Owner for the actual cost of the correcting said condition, plus administration charges, such right of the Association to be in addition to all other remedies existing under this Amended Declaration or the By laws, and all legal and equitable remedies.

ARTICLE III
MARSH ISLAND OWNERS' ASSOCIATION, INC.

Section 3.1 The Association shall consist of all Owners Membership in the Association shall be in accordance with the Bylaws as well as the Article of Incorporation.

Section 3.2 The Association shall be obligated to accept and assume responsibility for maintaining those lands and facilities described in Article V.

Section 3.3 The Association is to take all necessary actions regarding the governing, maintenance and repair of the Common Area and to make certain that no unsightly, dangerous, bad repair or other conditions exist. The Association shall have the power to order the Owners to keep in good repair and maintain their Lots and for failure to do so the Association may take the action described above in Article II.

The Association shall aggressively strive to carry out and put into effect the functions and services specified or reasonably implied in this Amended Declaration; however, the functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board with due consideration given to the quantum of reserves and revenues available to the Association, and the relative demands upon the resources which the Association can utilize to maintain the Common Area and to increase the use and enjoyment of the Subdivision as a whole. The Association shall not be obligated to incur debt or deficits of expenditures over revenues in order to carry out its functions and services.

Section 3.4 The Common Area shall remain undivided and no right to partition the same in any part shall exist, unless approved by eighty (80%) percent vote of the Association.

Section 3.5 The Association shall be authorized and shall have the power to adopt, amend and enforce reasonable rules and regulations, applicable within the Subdivision with respect to the Common Area, to implement the provisions of these Covenants, the Association's Articles of Incorporation or its Bylaws.

ARTICLE IV
RIGHTS RESERVED BY THE ASSOCIATION
ITS SUCCESSOR AND ASSIGNS

Section 4.1 The omission of any right or reservation in this Article shall not limit any other right or reservation by the Association which is expressly stated in or implied from any other provision in this Amended Declaration. Any reservation or right of the Association which is stated in or reasonably implied from this Amended Declaration shall not give rise to any affirmative obligation or duty on the part of the Association unless expressly stated in this Amended Declaration.

Section 4.2 The Association reserves exclusively unto itself, its successors and assigns a perpetual, alienable and releasable easement and right in, on, over and under the Property to approve parties to erect, maintain, operate and use poles, wires, cables, switches, computers, receptacles, conduits, drainage ways, sewers, wells, antennas, towers, garbage collection facilities, pumping stations, tanks, water mains and other suitable equipment for the conveyance, transmission or use of video, voice, facsimile and data communications, electricity, gas, sewer, water, drainage or other public conveniences, utilities and communications facilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that:

- (a) No utility easement shall run across any portion of the Property which is covered by an existing building or other improvement other than roads, or across any land for which written approvals to construct an improvement thereon have been obtained from the Association ;
- (b) Such easement of installation of utilities therein or thereon shall be maintained in as attractive a state as is reasonably feasible;
- (c) The Association, without obligation, reserves the right to transfer such utilities and utility easements, in whole or in part, to another entity, whether public or private to provide such utility service.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Owner or Common Area caused by such utility installation or maintenance activities shall be repaired and said grounds returned to a reasonable reconstruction of their prior condition:

Section 4.3 The Association reserves the right to add real property to that described in Exhibit "A" through the execution and recording of Consent and Joinder Agreement such as the sample contained in Exhibit "B". The Addition of said property shall burden and encumber said property as if it were included in this Amended Declaration.

ARTICLE V COMMON EXPENSES AND COLLECTIONS OF ASSESSMENTS

Section 5.1. The Association may from time to time, establish and collect assessments for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for the acquisition, improvements and maintenance of the Subdivision and for the use of the Common Areas, including but not limited to, the cost of repairs, replacements, additions, labor, equipment, materials, management and supervision, taxes assessed against the Common Area, procurement and maintenance of the insurance, water and

sewer assessments, employment of attorneys to represent the Association where necessary and such other needs as may arise. Any assessment, whether annual or special, as enacted by the Association, from time to time, shall be a charge upon the land and shall be a continuing lien upon the lot. Each such assessment shall also be the personal obligation of each person, firm or entity who was an Owner of such Lot at the time when such assessment became due and payable. The personal obligation for delinquent assessments shall pass on to the owner's successors in title to the extent that the prior Owner and the grantee shall be jointly and severally liable for the payment of the assessment which accrues against said Lot prior to the conveyance of a Lot, without prejudice to the purchaser's or grantee's rights to recover from the seller the amounts paid by the purchaser or grantee thereof.

Section 5.2. Notice and Quorum for Any Action Authorized under Section 5.1. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.1 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum.

Section 5.3. Uniform Rate of Assessment. Except as hereinafter provided, all annual assessments shall be fixed at a uniform rate for all Lots and shall be collected on a periodic basis as determined by the Association, i.e., either monthly, quarterly or annually.

Section 5.4. Effect of Non-Payment of Assessments and Remedies of the Association. Each owner, upon becoming an Owner of any Lot is and shall be deemed to covenant and agree to pay to the Association each and every one of the assessments provided for in this Amended Declaration and agrees to the enforcement of all such assessments in the manner specified in this Amended Declaration. In the event an attorney or attorneys are employed for the collection of any assessment, whether by suit or otherwise, or to enforce compliance with the specific performance of the terms and conditions of this Amended Declaration, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred, in addition to the other amounts due or any other relief or remedy obtained against said owner. Any assessments not paid when due shall be deemed to be delinquent and shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. In addition to any other remedies herein, or by law provided, the Association may enforce the obligations of the Owners to pay the assessments in any manner provided by law or in equity or, without any limitation in the foregoing, by either or both of the procedures known as action in debt or in a suit at law that will be commenced against the Owner personally obligated for the assessments or by enforcement of a lien which shall be filed and may be foreclosed in accordance with the laws of the State of South Carolina pertaining to foreclosures of mortgages of real property.

ARTICLE VI USE RESTRICTIONS

Section 6.1. Land Use, building Type, and Architectural Review. No Lot shall be used except for private residential purposes of a single family. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling. No building or structure shall be erected or altered upon any portion of the Property unless the approval of the Association shall first be obtained in writing. The Association shall have the right to disapprove any proposed building, structure or modification which The Association may deem inappropriate to the Property, and such disapproval may be based upon purely aesthetic considerations.

Section 6.2. Nuisance. No noxious or offensive activities shall be carried on, in or around 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 by device or thing of any sort whose normal activities or existence is in any way 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.

Section 6.3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided, further, that they shall not constitute a nuisance or cause any unsanitary conditions or noxious odors. Any such animals may not be permitted outside of any Lot except on a leash and accompanied by the Owner or some other responsible person.

Section 6.4. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot except within the enclosed utility area or in a manner and place not visible from the Common Area.

Section 6.5. Outside Structures. No trailer, tent, barn, tree house or other similar outbuilding or structures shall be placed on any Lot at any time, either temporarily or permanently. No docks attached to or adjoining any Lot or accessible from any Lot may be erected. No fuel tanks or similar storage receptacles may be exposed to view and the same may be installed only within the main dwelling unit constructed on the Lot, within any approved accessory building, or within a screened area built in accordance with the plans approved by the Association.

Section 6.6. Signs. No commercial signs, including "for rent", "for sale" and other similar signs shall be erected or maintained on any property except with the written permission of the Board, except as may be required by legal proceedings, it being understood that the Board will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the Board reserves the right to restrict size, color and content of such signs. Property identification and like signs may not be erected without written permission of the Board.

Section 6.7. Drainage. Each Owner hereby covenants and agrees for himself, his heirs, assigns, vendees and successors in interest that he will refrain from interference with the established drainage pattern over his Lot from adjoining or other lots, and make adequate provision for the proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered. For the purposes hereof, "established" drainage is defined as the drainage which will occur at the time the overall grading of the Subdivision, including the landscaping of each Lot, is completed.

Section 6.8. Interval Ownership, Timesharing and Devices to Effect Interval Ownership Prohibited. The Association herein subjects Marsh Island Subdivision to the further limitation and restriction that it shall be used and occupied for single-family dwelling units constructed as such with the Subdivision and such dwelling units shall not be utilized for purposes of timesharing or interval ownership, timesharing or interval licenses, or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32 Code of Laws of South Carolina, 1976, as amended. No short term rentals of less than six months will be permitted. Any rental agreements, leases, or other use of Lots or Common Area by non-Association members must be approved in writing by the Board.

Section 6.9. Use Restrictions Run with Land. The Association hereby declares and affirms that the use restrictions described in this Article V shall be deemed restrictive covenants running with the land and are imposed as a limitation and burden upon each Lot and upon all future Owners.

ARTICLE VII COMMON AREAS

All Common Areas are more particularly shown on that certain Plat recorded in the ROD Office in Plat Book 31 at Page 123.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction contained herein which is expressly set forth as being waived.

Section 8.2. Severability. Invalidation of any one of the provisions of this Amended Declaration by judgment or court order shall in no way affect any other provisions hereof, and all

such other provisions shall remain in full force and effect.

Section 8.3. Violation and Nuisance. Every act or omission whereby any provision of this Amended Declaration is violated in whole or part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners. All costs of enforcement, including reasonable attorney's fees, may be recovered by the Association in the event of any violation hereof.

Section 8.4. Violation of Law. Any violation of any federal, state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the properties is hereby declared to be a violation of this Amended Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 8.5. Remedies Cumulative. Each remedy set forth in this Amended Declaration shall be in addition to all other remedies, whether available at law or in equity, and all such remedies, whether or not set forth in this Amended Declaration, shall be cumulative and not exclusive.

Section 8.6. Amended Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Amended Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns bind himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Amended Declaration and any amendment thereto. In addition, each such person by so doing thereby acknowledges that this Amended Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and shall be binding on all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Amended Declaration shall be mutually beneficial to and enforceable by the various and subsequent and future Owners.

Section 8.7. Utility Easements. Each Lot shall be conveyed to Owners, and thereafter held by such Owners, their successors or assigns subject to any and all easements or record at the time of the initial conveyance of the particular Lot involved to an Owner for the use and benefit of the several authorized public and/or private utilities, including but not limited to, cable television, sanitary sewers, water, gas, and electrical and drainage easements, and no Owner of a Lot shall damage or interfere with the installation, purpose and maintenance of such utilities, or in any manner change the direction of flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

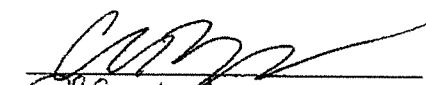
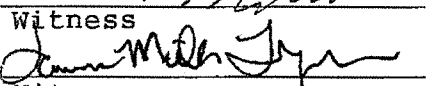
Section 8.8. Headings. The headings introducing the text of the several sections of this Amended Declaration are solely for convenience or reference and shall not constitute part of this Amended Declaration or affect its meaning in any way.

Section 8.9. Reference of Pronouns. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person of persons or entities may require.

Section 8.10. Duration and Amendments. The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or Owner of any land subject to this Amended Declaration, their respective legal representatives, heirs, successors, and assigns. for a term of ten (10) years from the date of this Amended Declaration, after which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years unless three-fourths (3/4) of the vote at any annual meeting or a special meeting of the Association approves a change in the covenants or restrictions.

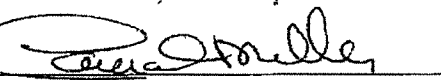
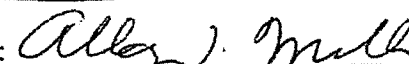
WITNESS my Hand and Seal this 14 day of December in the year of our Lord two thousand and eight, and in the two hundred and thirtieth second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


XXXXXXXXXXXXXXXXXXXX
Witness

Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

MARSH ISLAND OWNERS'
ASSOCIATION, INC.

By: 
Attest: 

ACKNOWLEDGMENT
under S.C. Code § 30-5-30(C)

I, the undersigned notary public, do hereby certify that the within named,
LAURA C. MILLER personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

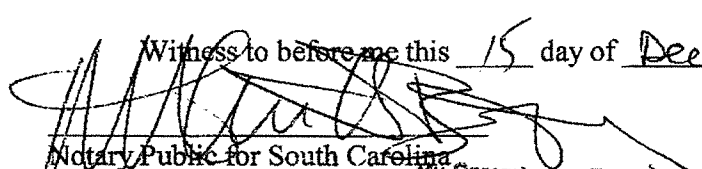
Witness to before me this 15 day of December, 2008

Notary Public for South Carolina
My Commission Expires: July 24, 2012

EXHIBIT "A"

LEGAL DESCRIPTION

All those certain pieces, parcels or lots of land situate, lying and being in Sea Pines Plantation Company, Town of Hilton Head Island, Beaufort County, South Carolina, known, shown and described as Lots 1 - 9, 11, and 13-20 of Marsh Island Subdivision, all as shown and described on a plat thereof recorded in the ROD Office in Plat Book 31 at page 123 and such other Lots as have been or shall be may subject to this Amended Declaration by an instrument recorded in the ROD Office.. For a more detailed description as to location, metes and bounds, etc., reference to said plat of record may be had.

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Hale
20932

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

) FIRST AMENDMENT TO AMENDED AND
) RESTATED DECLARATION OF COVENANTS,
) CONDITIONS, AND RESTRICTIONS APPLICABLE
) TO MARSH ISLAND SUBDIVISION AND MARSH
) ISLAND HOMEOWNERS' ASSOCIATION
)

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Homeowners' Association, Inc. is made as of this 31st day of January, 2019, by Marsh Island Homeowners' Association

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Applicable to Marsh Island Subdivision and Marsh Island Homeowners' Association were recorded in Book 2827 at Page 2211 in the Office of the Register of Deeds for Beaufort County South Carolina and

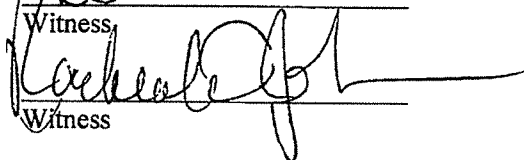
WHEREAS said covenants incorrectly listed the name as "Marsh Island Owner's Association, Inc." when in fact Marsh Island Homeowners' Association as reflected in the records of the South Carolina Secretary of State

NOW THEREFORE, the following amendments were approved at a meeting of the members held on November 11, 2018 by a unanimous vote in favor

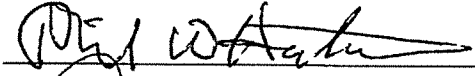
1. The following section is hereby added:
8.11 "Amendments to Covenants" these Covenants and Restrictions may be amended by the affirmative vote of at least sixty (60%) percent of the lot Owners.
2. The original name reflected on the South Carolina Secretary of State for the Association is Marsh Island Homeowners' Association. Henceforth the Association documents will be written and recorded with this name.

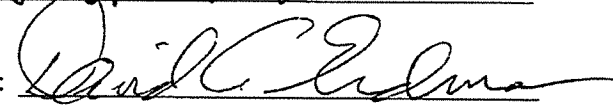
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEAUFORT COUNTY SC-ROD
BK 3738 Pgs 1210-1211
INST# 2019008427 RCPT#921555
DATE: 02/18/2019 12:22:08 PM
REC FEES: \$10.00
CO\$0.00 ST\$0.00 TR\$0.00


Witness

Witness

MARSH ISLAND HOMEOWNERS' ASSOCIATION

By: 

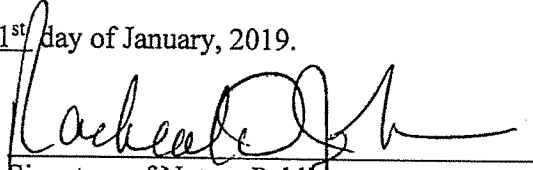
Attest: 

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina do hereby certify that, Phil Hartman + Dave Edmunds personally appeared before me, and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the within instrument.

WITNESS MY OFFICIAL SEAL this the 21st day of January, 2019.


Signature of Notary Public

Rachael D. Johnson
(Type or Print Notary's Name)

Notary Public for:

My Commission Expires:

