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FILED, RECORDED, INDEXED  
02/25/2004 05:03:11PM  
Rec Fee: 37.00 St Fee: 0.00  
Co Fee: 0.00 Pages: 31  
Issued to: LISA WOLF HERBERT  
Register of Deeds Berkeley Co., SC  
Cynthia B. Forte

See paragraph 37 herein for obligations pertaining to mandatory membership in the Raintree @ Sangaree Homeowners Association, Inc.

STATE OF SOUTH CAROLINA ) DECLARATION OF COVENANTS, CONDITIONS,  
 ) EASEMENTS AND RESTRICTIONS APPLICABLE  
COUNTY OF BERKELEY ) TO RAINTREE @ SANGAREE

WHEREAS, Harold Tyner Development Corp., a South Carolina Corporation, hereinafter referred to as the "DEVELOPER", is the owner of certain lands located in the Berkeley County, South Carolina, known as Raintree @ Sangaree, and is creating therein a neighborhood of single-family residential lots.

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of Raintree @ Sangaree.

WHEREAS, the Developer wishes to add additional lots to the restrictions original filed for the subdivision known as Raintree @ at Sangaree.

NOW, THEREFORE, the Developer, in considerations of the premises and other good and valuable consideration, does hereby declare that these covenants contained herein shall be covenants running with the land and shall apply to that real property described herein, and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions and easements hereinafter referred to as the "Covenants", as set forth herein.

1. PROPERTY SUBJECT TO THESE COVENANTS

The aforesaid real property is located in Berkeley County, State of South Carolina, and is known as Raintree @ Sangaree and the Lots are as shown on a certain plat of Connor Engineering, Inc. dated July 14, 2003 entitled " A Final Plat of Lots 1-25 Raintree @ Sangaree, An 8.657 Acre Tract Owned By Harold Tyner Located On Sangaree Parkway, Berkeley County, South

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Carolina" and recorded in the ROD Office for Berkeley County in Plat Cabinet Q, Page 137-A. Said Plat is incorporated herein by reference and is hereinafter referred to as the "Plat".

## 2. DEFINITIONS

"LOT" shall mean any residential building Lot as shown on the plat of Connor Engineering, Inc. described in Paragraph 1 above 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 by Deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of any Owner.

"DECLARATIONS" or "COVENANTS" means the within Declaration of Covenants, Conditions and Restrictions for Raintree @ Sangaree Subdivision and/or any Supplementary or Amended Declaration of Covenants, Conditions and Restrictions for Raintree @ at Sangaree applicable to the properties referred to herein and recorded in the Register of Deeds Office for Berkeley County, South Carolina.

"DEVELOPER" means Harold Tyner Development Corp. or its successors or assigns and to any person or entity who succeeds to the title or rights of Developer for the purpose of developing Lots in Raintree @ Sangaree.

## 3. RESIDENTIAL USE OF PROPERTY/BUILDING SETBACKS

All Lots shall be used and improved according to the Zoning Ordinances by which this property has been subject to by the County of Berkeley. The Building setbacks for the Lots shall be as set forth in the aforementioned Plat.

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#### 4. SWIMMING POOLS, WALLS AND FENCES

Swimming pools shall not be located nearer than ten feet to any Lot line (and 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. Fences, boundary walls and hedges shall not exceed eight feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the Developer or its successor and assigns, as to materials, size and location prior to construction.

#### 5. 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 manner between the Owners of the Lots abutting each side of same, provided that the Lot still satisfies the Lot size required by Berkeley County. Also, two contiguous Lots, when owned by the same party, may be combined to form a single building Lot. Nothing herein shall be constructed 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, transfer or otherwise without the prior written consent of the Developer or its successors and assigns except as provided in this section.

#### 6. ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to the exterior of any structures, building, fence, wall, drive, or improvements of any nature on a Lot in Raintree @ Sangaree shall be commenced without first obtaining the written approval of the Architectural Review Board (hereinafter referred to as "ARB") as to the location, plans and specifications of said improvements. The ARB Board shall consist of three individuals two of which shall be selected by the Developer, its successors or assigns and the third to be an officer of the Developer, all of which to serve at the pleasure of the Developer, its successors or assigns. 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 must be submitted to the ARB in such form and include such content as

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acceptable to the Developer, its successors or assigns. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB, the Developer, its successors and assigns, Raintree @ Sangaree Homeowners Association or any Owners of any Lot in Raintree @ Sangaree, shall be entitled to stop construction in violation of these Covenants in accordance with the terms hereof.

#### 7. 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, provided that this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction. Further a portable or temporary building or trailer may be used as a field office by a contractor during actual construction in Raintree @ Sangaree.

#### 8. SIGN BOARDS

No signs or sign boards shall be displayed except "For Sale", which signs shall not exceed 2 X 3 feet in size. No more than one such sign 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 however, for the purpose of providing an identity to Raintree @ Sangaree and to allow for signage for the purpose of marketing to the public said Lots in Raintree @ Sangaree, the Developer may permit the placement of larger signs. The Developer may erect an entrance sign for the Subdivision with approval of the County of Berkeley which will be maintained by the Raintree @ Sangaree Homeowners Association, Inc.

#### 9. ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. There shall not be located on any Lot any type of free standing



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antenna. No satellite or other type dish antenna shall be allowed on any Lot without the permission of the ARB.

**10. AIR AND WATER POLLUTION NOT PERMITTED**

No use of any Lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any drainage ditch. No person shall dump any garbage, trash or yard waste (i.e., leaves and grass, etc.) or other refuse on any Lot.

**11. ANIMALS SECURED AND CONTROLLED**

No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be 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, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. Each person bringing or keeping a pet upon any lands described on the Plat of Raintree @ Sangaree shall be absolutely liable to each and all other Owners, their family members, guests, invites, lessees, renters and contract purchasers, and their respective family members, guests or invites for any damage to persons or property caused by such pet.

**12. PROHIBITION OF COMMERCIAL USE OF NUISANCE**

No trade or business of any kind or character nor the practice of any profession when clientele or associates would visit the business or profession shall be permitted upon any Lot.

**13. MINOR AGRICULTURAL PURSUITS**

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

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corners of any house on any Lot, nor shall it be visible from the front of the dwelling.

14. CHANGING ELEVATIONS, FILLING OF LAKE 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.

15. EASEMENTS

In addition to those easements of record and those shown on the said Plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, 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, and contiguous with the side Lot lines. 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 interfere with the installation or maintenance of utilities except fences and driveways, or which may change the direction or flow of drainage channels in such easements. The easement area of such Lot and all improvement 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 Developer, its successors and assigns, reserves the right to modify or extinguish the easement, herein reserved, 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.

Nothing in this section to the contrary withstanding, the Developer, its successors and assigns, 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 easement of each Lot. Such agreement, shall upon execution, be filed with the Register of Deeds Office

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of Berkeley County and shall without the necessity of further actions, constitute an amendment of these Covenants by the Developer and become a part of these Covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

16. MAINTENANCE REQUIRED BY OWNER OF LAWNS, SHRUBS AND EXTERNAL CARE OF BUILDINGS

Each Owner shall keep all Lots owned by him that have 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 good aesthetic quality, safety and good property management at the discretion of the Developer, its successors and assigns. Additionally no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding four (4") inches on these Lots at any time. Lots having no improvements shall remain in a natural state and no refuse or debris created from improvements on other Lots in Raintree @ Sangaree shall be allowed to remain thereon.

17. USE OF SAMPLE HOUSES BY BUILDERS

Builders, may use their Lot or Lots for the purpose of building thereon a model house or model houses and/or sales information centers, which may be exhibited to the public and to which the Builder shall be entitled to invite the public to inspect lot(s), the said model house, or houses. The Builders who buy Lots may disseminate sales information to the public on Raintree @ at Sangaree. Such activities shall not be construed as a violation of the residential provisions of these Covenants.

18. OUTSIDE DRYING

No clothing or other household fabrics shall be hung in the open on any Lot.

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**19. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE**

No noxious or offensive activity shall be carried on or 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 device 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 thereon. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance.

**20. PARKING RESTRICTIONS, USE OF GARAGE AND YARD SALES**

No motor vehicles shall be parked or left on any street or on any property shown on the plat of Raintree @ Sangaree, other than on a driveway or within a garage, except during severe high water or flooding or when occasional guest parking is required if the driveway does not accommodate the guest parking.

**21. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET**

No boat, trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, school bus, truck (other than personal vans or pickups of three-quarter ton capacity or less) or any type of commercial vehicle shall be parked on any street, or on any Lot (enclosed garages excepted) or on any other property within Raintree @ Sangaree unless such area has been specifically designated for such purpose by the Developer, its successors or assigns. All motor vehicles parked on individual Lots shall be parked within the confines of a garage. This clause shall not be construed to prohibit a temporary standing or parking of a trailer, boat or a trailer house, recreational vehicle or motor home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Developer, its successors or assigns for the purpose of storage but the Developer, its successors or assigns shall have no obligation to furnish any designated area for such storage.



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22. VIOLATION

If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for the Developer, its successors or assigns, an individual Lot Owner in Raintree @ Sangaree or the Raintree @ Sangaree Homeowners Association, Inc. to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing and 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 expenses if he/she/it prevails. In addition to the rights and remedies herein above enumerated, and not by way of limitation, if the Developer, its successors and assigns determines that any provision of these Covenants have been violated, it may, at its discretion, seek appropriate relief at law or in equity to assure that the purposes of these Covenants are fulfilled. The Developer, its successors and assigns, also may, give five (5) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach. If at the end of such five (5) days notice reasonable steps to accomplish such action have not been taken by the Owner, then the Developer, its successors and assigns can enforce these Covenants by entering upon a Lot to abate or remove any violation, and such entry shall not be deemed a trespass. Failure to enforce any one or more of these Covenants shall not be deemed a waiver of the right to do so thereafter. Invalidation of any of these Covenants shall in no way effect the validity or enforce ability of the other Covenants, which shall remain in full force and effect.

23. AESTHETICS, NATURE, GROWTH, SCREENING,  
UTILITY SERVICE

Equipment, air conditioning units, woodpiles, etc. shall be screened to conceal them from the front of the home and from view of neighboring Lots, roads, streets, or open areas. All residential utility service and lines to residences shall be underground. Plans for all screens, walls and enclosures must be approved, in writing, by the ARB. No fuel tanks shall be allowed

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in Raintree @ Sangaree, except small portable propane gas tanks for the use of outside grill cooking or gas fireplace.

**24. UNSIGHTLY MATERIALS**

No litter or other material of an unsightly nature, not natural to a well kept and sightly neighborhood, will be retained or allowed to remain on any of the said Lots. If such litter or other materials is found on any Lots, the same will be removed by the Lot Owner, at the Lot Owner's expense, upon written request of the Developer, its successors or assigns. Upon failure of the said Lot Owner to remove such litter or other material within five (5) days after written notice has been given by the Developer, it successors or assigns, the Developer, its successors or assigns shall have the right to remove said litter or other material, and the expense of such removal shall be paid by the said Lot Owner.

**25. STREET LIGHTS, CARRIAGE LAMPS & EXTERIOR LIGHTING**

A monthly fee, as prescribed and approved by the South Carolina Public Service Commission, will be added to the electric bill of each Lot Owner for street lighting, if any.

**26. DISPOSITION OF TRASH AND OTHER DEBRIS**

Trash, garbage or other waste shall be kept only in sanitary, covered containers. No Owner shall permit or cause any trash, materials or refuse to be kept on any portion of a Lot. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the front of the home and from adjacent or surrounding properties. Garbage cans, receptacles, yard debris, etc. may not be positioned in any visible location nor at the designated pick-up curb location until the day of pick-up. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed six months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view in a manner approved by the Developer, it successor or assigns.

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During the course of construction, sites are to be kept free of unsightly accumulation or rubbish and scrap materials which shall not be allowed to blow in the wind. Trailers and construction shacks are to be kept in a neat and orderly manner. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any Lot.

27. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the rear building line of any Lot; further, no such net, goal or other assembly should be allowed to remain overnight. Only portable style basketball goals may be allowed in that area and must be removed and stored from any view when not in use.

28. 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 two streets. Building must be situated diagonally on a Lot with specific approval by ARB as to precise location and any necessary boundary planting required. Exceptions must be approved by the Developer, its successors or assigns in writing prior to any construction which deviates from this requirement.

29. MINIMUM BUILDING REQUIREMENTS

No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling be constructed with a minimum of Twelve Hundred Twenty Five (1225) square feet of total heated and cooled enclosed dwelling area on the first floor. In addition, no residence or dwelling shall be built on any of the Lots without at least a one car garage. Window heating or air-conditioning units are not permitted and will not be allowed to remain on any dwelling. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios, and like area. If the finished room over the garage is used in calculating the minimum square footage or if one and one-half story dwellings are used, all measurements will be taken in areas with a minimum ceiling height of six feet.

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**30. COMPLETION OF CONSTRUCTION**

All homes and other structures must be completed within six months after the date of 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 natural calamity. This does not preclude a builder of speculative homes from leaving floors, walls, or counter tops unfinished until sold.

**31. OBSTRUCTION TO VIEW AT INTERSECTION  
AND DELIVERY RECEPTACLES**

The lower branches of trees or other vegetation in sight line approaches to any street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers 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. Case by case exceptions may be permitted by the ARB only after submission of a detailed rendering or photograph of such proposed deviation. No Owner may plant or allow to remain on the street right-of-way between the front street line and the Owners 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.

**32. 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. This clause does not limit mining by the



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Developer, its successors or assigns to create lake area as a part of development.

**33. LANDSCAPE RESTRICTIONS**

No tree having a diameter of six (6") inches or more (measured from a point two 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 such tree with one of comparable size and of the same variety at his cost. This does not preclude the Owner from removing any tree within five feet of dwelling.

**34. MOTORCYCLES, DIRT BIKES, 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 or streets within Raintree @ Sangaree. Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. Electric or gasoline golf carts may be used within the subdivision. Gasoline powered go-carts and 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 Developer, its successors or assigns as to the ability of such motorcycle to further operate within the subdivision.

**35. 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 thirty (30) years from the date of recording unless amended as set forth

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herein, after which time they shall automatically be extended for successive period of ten (10) years unless, at any time, an instrument signed by the majority of Owners of Lots has been recorded terminating or modifying the Covenants.

This Declaration may be amended by an instrument signed by not less than a majority of the Owners ( each Lot shall have only one vote notwithstanding the fact that a Lot may have multiple Owners). Upon proper approval and execution the amendment shall be filed in the Register of Deeds Office for Berkeley County. Notwithstanding the foregoing, as long as the Developer owns a Lot (but not after December 31, 2007) Developer reserves the right to: (a) amend the terms of this Declaration to make any changes therein as may be required by the Federal Housing Administration and/or the Veterans Administration; (b) amend the terms of this Declaration to correct any typographical errors therein; (c) amend the Declaration to correct any zoning or code defects to a Lot and (d) approve any amendments to this Declaration, which approval shall not be unreasonable withheld or conditioned.

36.

ASSIGNMENT

The Developer shall have the right to assign to any one or more persons, firms corporations, partnerships or associations any and all rights, powers, titles, easements and estates reserved or given to the Developer in this Declaration.

37. RAINTREE @ SANGAREE HOMEOWNERS ASSOCIATION, INC.  
COMPULSORY MEMBERSHIP IN ASSOCIATION

THE DEVELOPER HAS OR WILL CAUSED TO BE INCORPORATED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, A NON-PROFIT CORPORATION KNOWN AS RAIN TREE @ SANGAREE HOMEOWNERS ASSOCIATION, INC, HEREINAFTER REFERRED TO AS THE ASSOCIATION, FOR THE PURPOSE OF PROVIDING A VEHICLE FOR THE OWNERSHIP, MAINTENANCE AND ESTABLISHMENTS OF RULES FOR USE OF THE PONDS, OPEN AREAS AND ENTRANCE SIGNAGE AND OTHER COMMON PROPERTY AND THE PRESERVATION OF VALUES IN THE SUBDIVISION. THE DEVELOPER FOR EACH LOT OWNED BY HIM WITHIN RAIN TREE @ SANGAREE SUBDIVISION, HEREBY COVENANT, AND EACH OWNER OF ANY LOT SHALL, BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED

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OR OTHER CONVEYANCE, BE DEEMED TO COVENANT AND AGREE TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITION, RESTRICTIONS, CHARTER, BY-LAWS, CHARGES AND LIENS FOR RAINTREE @ SANGAREE HOMEOWNERS ASSOCIATION, INC.. AS SET FORTH IN THE REGISTER OF DEEDS OFFICE FOR BERKELEY COUNTY OR THE SECRETARY OF STATE OFFICE.

THE DEVELOPER SHALL NOT BE REQUIRED TO PAY ANY ANNUAL OR SPECIAL ASSESSMENT ON LOTS OWNED BY IT.


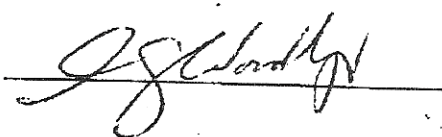
EVERY LOT OWNER IS REQUIRED TO BE AND REMAIN A MEMBER OF RAINTREE @ SANGAREE HOMEOWNERS ASSOCIATION, INC. SAID ASSOCIATION SHALL BE AN ELEEMOSYNARY CORPORATION CHARTERED WITH THE SECRETARY OF STATE OF SOUTH CAROLINA WHOSE FUNCTION SHALL BE THE COLLECTION OF COMPULSORY ANNUAL ASSESSMENTS, AS SET FORTH IN THE BY-LAWS, AS A VEHICLE TO ASSURE THAT RAINTREE @ SANGAREE SHALL BE MAINTAINED IN AN ATTRACTIVE, SIGHTLY CONDITION AND TO PROVIDED FOR SUCH OTHER BENEFITS AS DEFINED BY THE BY-LAWS OF THE ASSOCIATION. THE ANNUAL ASSESSMENT SHALL BE PAID NOT LATER THAN JANUARY 31 FOR ANY CALENDAR YEAR ON ALL LOTS OWNED BY ANYONE OTHER THAN THE DEVELOPERS. DURING 2001 AND ANY YEAR THEREAFTER, WHENEVER A LOT IS SOLD, THE ASSESSMENT WILL BE COLLECTED AT CLOSING FOR THE PRORATED BALANCE OF THE YEAR OF CLOSING.


The bylaws of the Association attached hereto as Exhibit B shall be provided to each lot owner upon request. The Association shall be governed by its Bylaws which may be changed from time to time. In the event of conflict between the bylaws of the Association and these Covenants and Restrictions, these Covenants and Restrictions shall control.

IN WITNESS WHEREOF we have hereunto set our Hand and Seal this 24 day of February, 2004.

Harold Tyner Development Corp.

IN THE PRESENCE OF:

BY:   
Harold Tyner, its President

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STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, LISA W. Herbert, a Notary Public for South Carolina, do hereby certify that Harold Tyner Development Corp. by Harold Tyner, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24<sup>th</sup> day of February, 2004.

  
Notary Public for SC  
My Commission Expires: 3/17/13

LISA WOLFF HERBERT, P.A.  
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Mt. Pleasant, SC 29464