

BK G 664 PG 651

STATE OF SOUTH CAROLINA) **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS APPLICABLE TO
RAVEN'S RUN SUBDIVISION**

COUNTY OF CHARLESTON)

Below are the changes and amendments to Raven's Run Covenants and Restrictions as presented to the property owners on February 20, 2008. The Declaration of Covenants, Conditions, Easements, and Restrictions are hereby Changed or Amended as indicated below by the signed, written and notarized vote of forty-seven (47) property owners (original attached), of Raven's Run Homeowner Association* that being fifty-one percent (51%) of the total owners ninety-three (93) in accordance with the established and recorded Declaration of Covenants, Conditions, Easements, and Restrictions.

The specific items changed or amended are numbered and as stated below:

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Raven's Run Subdivision are recorded in Book B150, Page 544, and have been amended by instruments recorded in Book S206, Page 663; Book R590, Page 782; and Book M376, page 557, Charleston County RMC Office (collectively the "Covenants"); and

WHEREAS, the Covenants provide in part that the affairs of Raven's Run Subdivision will be managed by the Raven's Run Homeowners Association, Inc., a South Carolina Non Profit Corporation (the "Association") governed by the By-laws of the Association recorded in Book B150, Page 555 as amended by instrument recorded in Book R157, Page 181; and Book S206, page 687; and as restated and amended herein and attached hereto and incorporated herein as Exhibit "A" (collectively the "By-laws"); and

WHEREAS, the Owners wish to clarify, amend, supplement, and set out the Covenants in one document;

WHEREAS, the Owners have approved this document in accordance with the provisions of the Covenants.

NOW, THEREFORE, the Association by and through its Board of Directors and in consideration of the premises and other good and valuable consideration, does hereby restate, amend and clarify the Covenants, as follows:

1. Property Subject to These Covenants

The real property held, transferred, sold, conveyed, leased, and occupied subject to these Covenants is located in the Town of Mt. Pleasant, Christ Church Parish, Charleston County, South Carolina off Rifle Range Road consisting of all that certain real property shown on plat prepared by Keith K. Ruddy recorded in Plat Book BM, Page 21 and on plats described hereinafter and known as Raven's Run Subdivision consisting of Lots 1 through 5, Block A; Lots 1 through 9, Block B as shown on a plat entitled "Subdivision Plat of Raven's Run, Christ Church Parish, Charleston County, S.C. Phase 1, Plat showing Lots 1-5, Block A, Lots 1-9, Block B dated October 1986 and recorded in Plat Book BM, Page 20; Lots 1 through 7, Block C, and Lots 1 through 3, Block E and the R.R.H.A Amenities Area and all other areas marked (RRHA) and Lot I labeled "Reserved for Aircraft Hangers" all as shown on a Plat entitled "Subdivision Plat of Raven's Run, Christ Church, Charleston County, S.C. Phase I Plat showing Lots 1-7, Block C, and Lots 1-3, Block E and the R.R.H.A. Amenities Area dated October 9, 1986 and recorded in Plat Book BM, Page 22; and Lots 4-13, Block E; Lots 1-18, Block D; and R.R.H.A. Amenity Area and any other areas marked (RRHA) as shown on a plat entitled "Final Plat Raven's Run, Christ Church Parish, Charleston County, S.C. Phase II, Plat Showing Lots 4-13, Block E, and Lots 1-18 Block D, and the R.R.H.A. Amenity Areas" dated June 1, 1987 and recorded in Book BN, Page 191, Charleston County RMC Office; and Lots 19-31, Block D; Lots 1-5, Block F; Lots 14-35, Block E all as shown on a plat entitled "Final Plat of Ravens Run, Christ Church Parish, Charleston County, S.C. Phase III, Plat Showing Lots 19-31, Block D and Lots 1-5, Block F and Lots 14-35, Block E Acreage shown hereof 44.507 Acres" dated August 28, 1986 and recorded in Plat Book BP, Page 163, Charleston County RMC Office (the "Property").

2. Raven's Run Homeowners Association, Inc.

The Raven's Run Homeowners Association, Inc. (the "Association") is a nonprofit corporation incorporated under the laws of the State of South Carolina for the purposes of providing a vehicle for the orderly management and preservation of values of Raven's Run. The affairs of the Association are managed by the Board of Directors in accordance with the By-laws which are recorded in Book B150, Page 555 and amended by instruments recorded in Book B157, Page 181 and Book S206, Page 687, Charleston County RMC Office. The By-laws are restated, amended, and replaced by the By-laws attached hereto and made a part hereof as Exhibit "A". Each Owner covenants by acceptance of a deed; therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to all terms, conditions and provisions of the Covenants and By-laws for the Association.

4. Residential Use of Property.

All Lots shall be used for residential purposes 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 structures customarily incident to the residential use of such Lots and as approved by the Architectural Review Board (the "ARB")

5. Absence of Setback Lines.

There shall be no minimum setback lines in Raven's Run other than as provided herein as the policy of the ARB of the Association is to encourage a natural setting and not to create uniform setbacks.

11. Architectural Control.

The ARB shall be a standing arm or committee of the Board of Directors. No building or other structure of any type shall be located on any Lot without the prior written approval of the ARB. Construction, reconstruction, remodeling, alteration or addition to any structures, building, fence, wall, road, drive, path or improvements of any nature will not be commenced without obtaining the written approval of the ARB as to location, plans and specifications of such improvements. As a prerequisite to consideration for approval, and prior to the commencement of the construction, a complete set of the building plans and specifications must be submitted to the ARB in such form and include such content as specified by the Covenants and Architectural Guidelines. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Upon approval, construction shall be started and proceed to completion promptly and in strict conformance with the plans and specifications submitted to the ARB. The ARB shall be entitled to stop construction in violation of these Covenants. No previously approved structure shall be used for any purpose other than for which it was originally approved. Architectural Guidelines which do not conflict with the provisions herein may be adopted from time to time by the ARB with the approval of the Board of Directors.

19. Disposition of Trash and Other Debris.

Trash, garbage, and other waste shall be kept only in sanitary, covered containers. No owners shall permit or cause any trash 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 it cannot be seen from the street or adjacent or surrounding property. Trash containers and/or yard debris must be placed out for collection no more than 24 hours before the scheduled collection. Trash containers must be removed from the street the same day as trash collection. 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 one year from the commencement of the approved construction, unless such materials are screened from view in a manner approved by the ARB. During the course of approved construction, Lots are to be kept free of unsightly accumulation of rubbish and other materials which shall not be allowed to blow in the wind. Trailers, shacks and the like shall be kept in neat and orderly manner during the construction period. No burning of any trash, leaves, wood or other debris or litter shall be permitted on any Lot.

36. 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 Raven's Run. Mopeds as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. Electric golf carts may be used within the Property by licensed drivers only. Gasoline powered golf carts and gasoline powered go-carts and skateboards are prohibited. No motorcycles may operate within the subdivision unless the same be fully street licensed including, but not limited to, brakes, lights, license plates, insurance, registration and/or other requirements of the State of South Carolina.

40. 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 interest therein, 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 or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees, court costs and out of pocket expenses if he prevails. In addition to the rights and remedies hereinabove enumerated, and not by way of limitation, if the Board determines that these Covenants have been violated, the Board, in its sole discretion, may seek appropriate relief at law or in equity to assure that the purposes of these Covenants are fulfilled, including the imposition of fines for violations which will be considered an individual assessment and be collected in like manner as a regular or special assessment.

In addition, in cases of violations other than the payment of valid assessments or fines or other monetary amounts, the Association may give fifteen (15) days written notice to an Owner setting forth the specific violation or breach of these Covenants and the actions required to be taken by the Owner to remedy such violation. If Owner fails to take the required action to remedy the violations, the Board may enforce these Covenants by entering upon the 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. Invalidity of any provision herein shall in no way affect the validity or enforceability of the remaining provisions of the covenants, which shall remain in full force and effect.

41. Compulsory Membership in Association.

Every Owner is a Member of the Association. The Association shall collect compulsory annual assessments in an equal amount for each Lot, and shall maintain the Property in an attractive, slightly condition and shall provide for such benefits as defined herein. The Association shall be governed by its Directors. Each Owner shall be required to pay such assessment as established. Unpaid assessments shall be a continuing lien on the Lot and may be foreclosed in similar manner as a mortgage lien. A copy of the Bylaws will be provided to each Lot Owner upon request. The Association shall be governed by its Bylaws which may be changed from time to time upon request. In the event of conflicts between the Bylaws and these Covenants, these Covenants shall control.

Amendment of the Covenants shall be by written Instrument, approved by a majority of the Owners and a majority of the then current Board of Directors. Upon approval, the amendment will be executed by the President of the Board and will be recorded in the RMC Office for Charleston County.

This instrument constitutes a complete restatement, replacement, and substitution for the original Covenants recorded in Book B150, Page 544, as subsequently amended by instruments recorded in Book S206, Page 663; Book R590, Page 782; and Book M376, Page 557.

The By-laws for the Association recorded with the original Covenants in Book B150, Page 555, and amended by instruments recorded in Book R157, Page 181 and Book S206, Page 687, Charleston County RMC Office, are restated, replaced and substituted for the previously recorded By-laws and are attached hereto as Exhibit "A" and made a part hereof by reference.

IN WITNESS WHEREOF, the undersigned has set their hand and seal this 8 day of JULY, 2008.

WITNESSES:

Walter P. B...
Pat Piglia

*
By: Pat Piglia
Pat Piglia, President

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 8 day of 2008,
2008, by Mary Beth Ellis

Mary Beth Ellis
Notary Public for South Carolina

My Commission Expires: 8-22-2017

Walter P. B...
WITNESS



STATE OF SOUTH CAROLINA) SUPPLEMENT TO DECLARATION OF
) COVENANTS, CONDITIONS AND
 COUNTY OF CHARLESTON) RESTRICTIONS OF RAVENS RUN

~~BOOK B 150, PAGE 544~~

SECOND AMENDMENT TO
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR TMS NO. 561-01-00-095

THIS INSTRUMENT is made this 20th day of April, 2009 by and between the undersigned Owner (the "Owner") and Raven's Run Homeowners Association, Inc. by and through its Board of Directors (the "Association").

WHEREAS, the property described in Exhibit "A" (the "Property") was conveyed to Marshall White by deed of Raven's Run Flight Facility, Inc. dated May 30, 2001, recorded on July 16, 2001 in Book K376, Page 248, Charleston County RMC Office; and

WHEREAS, Covenants, Conditions and Restrictions dated May 30, 2001 and recorded July 6, 2001 in Book M376, Page 557, as subsequently amended by instrument recorded in Book R590, Page 782 on July 11, 2006, Charleston County RMC Office (the "Lot Covenants"), were imposed on the Property by agreement of Marshall White as the owner of the Property and the Association; and

WHEREAS, the Lot Covenants apply solely to the Property; and

WHEREAS, the Property is also subject to the Declaration of Covenants, Conditions and Restrictions applicable to Ravens Run Subdivision recorded in Book B150, Page 544, as amended by instruments recorded in Book S206, Page 663; Book R157, Page 181 and Book S206, Page 687 (collectively "Ravens Run Covenants"); and

WHEREAS, the parties wish to further amend the Lot Covenants and to supplement the Ravens Run Covenants; and

NOW, THEREFORE in exchange of adequate consideration, the Owner and the Association hereby declare that the Lot Covenants are hereby amended as follows and the Ravens Run Covenants are supplemented as follows:

1. The terms and provisions of the Lot Covenants are hereby deemed to be null and void in their entirety and are of no further force and effect.
2. The Property is subject to the Ravens Run Covenants and will be considered the same as any other "Lot" as defined in the Ravens Run Covenants. As such, the Property will be subject to the jurisdiction of the Ravens Run Architectural Review Board and any assessments or other charges levied in accordance with the Ravens Run Covenants as well as all other provisions of the Ravens Run Covenants as they apply to Lots in Ravens Run, except as set forth herein to the contrary. Likewise, the Owner of the Property will



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be a member of the Raven's Run Homeowners Association, Inc. and will have all the rights and obligations that are afforded an Owner of a Lot in Ravens Run in the Ravens Run Covenants and the Bylaws of the Association which are a part of the Ravens Run Covenants.

3. The Owner may store the number of aircraft in the existing hanger on the property as if it were any other garage on a Lot at Raven's Run and subject to the Raven's Run Covenants.
4. The provisions contained herein shall be binding upon the parties and their respective grantees, heirs, successors and assigns.
5. The Property will automatically be subject to any subsequent amendments or supplements to the Ravens Run Covenants without further amendment of this document.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of April, 2009.

Witness

Owner

Witness

STATE OF South Carolina)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me this 28th day of April, 2009, by marshall white, its owner.

Notary Public for South Carolina

My Commission Expires: 1/12/14

RAVEN'S RUN HOMEOWNERS
ASSOCIATION, INC.

Robt L. C.
Witness

By: Glenn Garitano, President

Maria Garitano
Witness

STATE OF South Carolina)
COUNTY OF Charleston)

.The foregoing instrument was acknowledged before me this 20th day of April, 2009, Ravens Run Homeowners Association, Inc., by Glenn Garitano, its PRESIDENT

Mary Beth Ellis
Notary Public for South Carolina
My Commission Expires: 8-22-2017

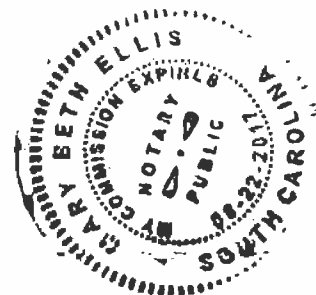


EXHIBIT "A"

All that piece, parcel or tract of land, measuring and containing 1.83 acres, situate, lying and being in Ravens Run Subdivision, Christ Church Parish, Charleston County, South Carolina and shown and designated as a 1.83 acre tract "Reserved for Aircraft Hangers" on a Plat prepared by Keith K. Ruddy, RLS, dated April 5, 1986, said Plat entitled "Raven's Run, Christ Church Parish, Charleston County, South Carolina, Phase I", and thereafter being duly recorded in the RMC Office for Charleston County on July 29, 1986, in Book BJ at Page 137. Said property being more recently shown on a Plat entitled "Subdivision Plat of Raven's Run Christ Church Parish, Charleston County, SC Phase I" recorded in said RMC office on 1/20/1987 in Book BM, Page 22. Said tract of land having such actual size, shape, dimensions, buttings and boundings as shown on said Plat, reference to which is hereby made for a more complete description.

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Filed By:

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