

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

WHEREAS, RAC ENTERPRISES, INC. a South Carolina Corporation, herein referred to as the Developer, is the owner of certain lands located near Mt. Pleasant, Christ Church Parish, Charleston County, South Carolina, known as Raven's Run Subdivision, and is creating therein a neighborhood of residential homes known as Raven's Run,

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of certain lands known as Raven's Run;

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 Nonprofit Corporation (the "Association") governed by the Bylaws 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.

3. **Definition**

"LOT" shall mean any residential building lot as shown on the recorded plats of Raven's Run Subdivision 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 not withstanding 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 any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.

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.

6. **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. Boundary walls may be erected, hedges grown, but not higher than three feet from the street right-of-way to the rear building line. Fences, boundary walls, and hedges shall not exceed six feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the ARB as to materials, size and location prior to the commencement of construction.

7. **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. Also, two contiguous lots, when owned by the same party, may be combined to form a single building lot. Nothing herein shall be construed 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, resale, gifts, transfer or otherwise without the prior written consent of the Architectural Review Board, except as provided in this section.

8. **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 adjacent, intersecting two streets.

9. Exteriors

No dwelling or other structure shall be erected in Raven's Run Subdivision having an exterior finish of asbestos shingles or concrete blocks unless the concrete blocks are designed and finished in a manner acceptable to the Architectural Review Board. The same materials utilized for the exterior and roof of the main residence, shall also be used for the garage and any other structures erected on the premises.

10. Enclosed Dwelling Area Requirements

No residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with a minimum of two thousand five hundred (2500) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum requirements does not include garage, terraces, decks, porches, patios and like areas.

Provided, however, that the foregoing amendment to Section 10 of the restrictions shall be inapplicable to any residence or dwelling already constructed within Raven's Run Subdivision, any residence or dwelling currently under construction, and/or any residence or dwelling already approved by the Architectural Review Board of the Raven's Run Homeowners Association, Inc. as of the date of the recording of this amendment.

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, buildings, fences, 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 specification must be submitted to the ARB in such form and include such content as specified by the Covenant 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 provisions herein may be adopted from time to time by the ARB with approval of the Board of Directors.

12. Completion of Construction

The exterior of all homes and other structures must be completed within nine months after the date of the construction of same shall have commenced and the entire structure both interior and exterior, must be completed within twelve (12) months after construction of the 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, fire, national emergency or natural calamity.

13. Obstruction of View at Intersection and Delivery Receptacles

The lower branches of trees and other vegetation in sight line approaches to any street or street intersection 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 lot 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 mailbox posts, etc., be of uniform shape, size, height, color and design. No Owner may plant or allow to remain on the street right-of-way between the front street lot 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 itself.

14. 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 and other temporary structures during construction as may be approved by the ARB.

15. Sign Boards

No sign boards shall be displayed except "For Sale", which shall not exceed 2 x 3 feet in size. No more than two such signs 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. All signs must be submitted to the ARB for approval prior to being displayed. "For Rent" signs shall neither be placed nor allowed to remain on any lot at any time.

16. Antenna

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property and only customary receiving antenna which shall not exceed ten (10') feet in height above the roof ridge line of any house shall be allowed. There shall not be located on any lot any type of free standing antenna. No satellite or other type of dish antennas shall be allowed on any lot unless approved by the ARB, in writing, prior to installation.

17. Mining

No lot or portion thereof shall be used for any mining, boring, quarrying, drilling, or removal of subsurface natural resources, with the sole exception of subsurface water.

18. Air and Water Pollution

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 discharge liquids or solid waste or other harmful matter into the waterway in excess of environmental standards applicable thereto to be established by the ARB, which standards shall at a minimum meet the requirements of federal and state law and any regulations there under applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any lakes, lagoons, or marshes within Raven's Run Subdivision or adjacent thereto. No person shall dump any garbage, trash or other refuse into any of the waterways on or immediately adjacent to the property.

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.

20. Aesthetics, Natural Growth, Fences, Screening, Underground Utilities Service

No natural growth or flora shall be intentionally destroyed or removed except with the prior written approval of the Raven's Run Homeowners Association, Inc. without which the Raven's Run Homeowners Association Inc. may require an Owner, at his sole cost, to replace same. Garbage cans, equipment, wood storing piles, etc., shall be walled in or otherwise screened to conceal them from the view of neighboring lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view.

21. Animals

No animals, reptiles, worms, rodents, birds, fish, livestock, or poultry shall be raised, bred, or maintained on any lot with the exception of domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any structure upon a lot provided they are not kept, bred or raised herein for commercial purposes or in unreasonable quantities. As used in these conveyances, "unreasonable quantities" shall be deemed to limit the total number of all dogs and cats to two (2) per lot. Each person bringing or keeping a pet upon any land described on the plat of Raven's Run Subdivision shall be absolutely liable to each and all other Owners, their family members, invitees, lessees, renters, and contract purchasers and their respective family members, guests, and invitees for any damage to persons or property caused by such pet. All pets must be secured by leash or lead or under the control of a responsible person and obedient to that person's command at any time they are permitted outside of a house or other dwelling or enclosed area.

22. Prohibition of Commercial Use or Nuisance

No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted upon any lot.

23. Minor Agricultural Pursuits

Minor agricultural pursuits incidental to residence 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 corners of any house on a lot.

24. Changing Elevations and Wells

No Owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affects the surface grade of the surrounding lots. No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use.

25. Easements

In addition to those easements shown on said plat, and not as a limitation thereof, an easement on each lot is hereby reserved by the Raven's Run Homeowner Association, Inc. for itself and its agents, designee, 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 ten (10') feet in width, parallel and contiguous with each side lot line. 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 and for each lot. Within these easements, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in such easements. The easement area of such lot and all improvements on 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 Raven's Run Homeowners Association, Inc. reserves the right to modify or extinguish the easement, herein reserved, along any lot lines when, in its sole discretion adequate reserve easements are otherwise available for installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easements areas reserved, without first obtaining the prior written consent of the Raven's Run Homeowners Association Inc., provided, however, local service from utilities within easements areas to residences constructed upon any lots may be established without first obtaining separate consents therefore from the Raven's Run Homeowners Association, Inc. Nothing in this section to the contrary withstanding, the Raven's Run Homeowners Association, Inc. 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 on each lot. Such agreement shall upon execution be filed with the RMC Office for Charleston County and shall, without the necessity of further actions, constitute an amendment of these covenants by the Raven's Run Homeowner Association, Inc. 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.

26. Maintenance Required by Owner

Each Owner shall keep all lots owned by him, and all 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 exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Additionally, no lawns, grass, weeds, or underbrush shall be allowed to grow to a height exceeding six (6") inches on any lot at any time. Lots shall specially include all easements on each lot.

28. Outside Drying

No clothing or other household fabrics shall be hung in the open on any lot unless the same be hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and the same shall never be permitted to remain in use overnight.

29. 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 same at his cost.

30. Fireworks and Hunting

The use of fireworks Raven's Run Subdivision shall not be permitted except for July 4th and New Year's Eve each year. Hunting of any kind and by any method, including but not limited to firearms, sling-shots, cross-bows, snares, bows and arrows, or manually propelled missiles is prohibited.

31. Prohibition Against Offensive Conduct or Nuisance

No noxious or offensive activity shall be carried on or upon the 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 thereof. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be considered a nuisance per se.

32. Parking Restrictions, Use of Garages and Yard Sales

No motor vehicles shall be parked or left on any street overnight or on the property shown on the plat of Raven's Run Subdivision, other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all times except when entering or exiting. No garage sales, patio sales, or yard sales shall occur, be held or permitted to exist on any lot.

33. Other Vehicles and Trailer Parking

No trailer, trailer house, recreational vehicles, mobile homes, motor homes, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than vans and pickups of three-quarter ton capacity or less) or any type of commercial vehicle shall be brought upon or habitually parked overnight, whether on any street, or on any lot (enclosed garages excepted) or on any other property within Raven's Run Subdivision unless such area has been specifically designated for such purpose by the ARB. Further, the ARB shall have no obligation to so designate any area for such purposes. This clause shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat or a trailer house, recreational vehicle or motor home for short period 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 Association for the purpose of storage. The Association shall have no obligation to furnish any designated area for such storage. Nothing contained herein shall be construed to prohibit the use of a portable or temporary building

or trailer as a field office by a contractor during approved ongoing construction in Raven's Run Subdivision.

34. Lake System

The lakes and lagoons in Raven's Run Subdivision are not designed for swimming or bathing purposes and the same is prohibited. No docks, landings, or other structures may be located in any lake or lagoon without the prior written consent of the ARB. Boats sixteen (16') feet or less in length are permitted within the lake systems providing the same are powered solely by a single electric motor or gasoline engine developing four or less horsepower. Manually propelled boats, i.e., oars, paddles, or sculling are also permitted. Fishing is permitted within the lake systems so long as all regulations of the South Carolina Wildlife and Marine Resources Department, as the same shall be changed from time to time, are strictly observed.

35. Airport Runway

The airport runway at Raven's Run is primarily designed for the taking off, landing and taxiing of light aircraft. No wheeled vehicles of any type, either motorized or manually propelled, shall be allowed on the runway at any time, saving and excepting maintenance and mowing equipment. No use shall be made of the runway for any purpose except as approved by the ARB. Any pedestrian use of the runway shall cease immediately upon the approach of any aircraft, either on the ground or in the air. No objects or personal property of any type may be placed or permitted to remain on the runway or any taxiway. Damage to any aircraft as a result of personal property being placed or left upon the runway shall be the sole responsibility of those placing such personal property upon the runway or allowing it to remain. In the event any minor residing with an Owner shall place or cause to be left any personal property upon the runway, the Owner shall have and does hereby accept full liability for all damage occurring to any aircraft or its occupants

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.

37. Documents

All papers and instruments required to be filed with or submitted to Raven's Run Homeowners Association, Inc., or the ARB, shall be sent by certified mail to 1414-B Omni Blvd., Mt. Pleasant, South Carolina 29466, or such other address as the Association may hereinafter specify.

38. Damage by Minors

The Owner of any lot shall have sole responsibility and liability for any and all damage caused by minors under the age of eighteen (18) years and residing in any lot, including but not limited to, injury to persons, damage to real property, or damage to personal property.

39. Basketball Goals, Volleyball Nets, Etc.

No basketball goals, volleyball nets or similar additions may be permanently installed between the front street lot line and the middle building lot line of any lot. Further, no basketball goal shall be attached to any home, garage or outbuilding where the same shall be visible from any street.

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.

42. Possible Dissolution of Raven's Run Homeowners Association, Inc.

In the event the Raven's Run Homeowners Association, Inc. should ever hereafter wish to dedicate its streets, rights-of-way, and drainage systems to the public and/or the County of Charleston, then, at such time and prior to the County of Charleston accepting such streets, rights-of-way, and/or drainage easement for maintenance, the Raven's Run Homeowners Association, Inc. would, in such event, be required to meet all applicable requirements of the County of Charleston, as to such drainage easements and/or streets and/or rights-of-way and the same would have, in such event, to be equal to the standards required by the County of Charleston or such other public body or entity to which said streets, rights-of-way and/or drainage easements might desire to be dedicated. Further, in the event the Raven's Run Homeowner Association, Inc. should, for any reason be dissolved or become defunct and/or the rights-of-way, thoroughfares and/or drainage systems should ever revert to the County of Charleston, and become a responsibility thereto, for any reason, each property owner of record would be, in such event, assessed a pro-rata portion of the cost, if any, which would be required to bring such streets, rights-of-way, and/or drainage systems up to prescribed standards for the County of Charleston.

43. Vacation or Time Sharing Prohibited

No dwelling on any lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

44. Relocation of Streets and Revision of Plat

Raven's Run Homeowners Association, Inc. reserves the right unto itself to relocate, open, or close streets shown on the recorded subdivision plat and also reserves the right to revise, re-subdivide, and change the size, shape, dimension and location of lots, and these restrictions shall be applicable to the resulting lots; provided, however that no such revision shall adversely affect the overall subdivision plan and

that no revision shall adversely affect any lot value, as determined by the Federal Housing Administration and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the streets of the subdivision, and provided, further, that no lot shall have any area less than the smallest lot shown on the recorded subdivision plat.

45. Pillars and Bomanite

To insure uniformity of the existing pillars or columns and entrances or driveways currently existing in Raven's Run, and those hereafter to be constructed, the owner of each lot shall construct or cause to be constructed, prior to the completion of a dwelling or residence on the lot:

A. Pillars or columns on each side of the driveway or entranceway to the lot of the same size, type, material or color which now exist on each lot and which have heretofore been approved by the Architectural Review Board of the Raven's Run Homeowner Association, Inc. and

B. The initial portion of the entranceway or driveway to each lot shall be constructed of bomanite of the same approximate length, width, color and design as in all other residences in the subdivision, which style has heretofore been approved by the Architectural Review Board of the Raven's Run Association, Inc. To the extent that said pillars and/or bomanite have not been heretofore constructed or completed, the labor and/or materials for the construction thereof shall be at the sole expense of the owner.

46. 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, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the majority of Owners (multiple owners of a single lot shall have one vote among them) of lots has been recorded terminating or modifying the Covenants.

Amendment shall be by written instrument, signed by a majority of the Owners, (multiple owners of a single lot shall have one vote among them and the Developer shall have one vote for each lot it owns), provided, however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the RMC Office of Charleston County. So long as the Developer has a right to amend these covenants by casting a majority of said votes, no amendment shall be made without first obtaining the approval of the Veterans Administration and the Federal Housing Administration, if applicable. Such VA/FHA approval shall be conclusively established by appendage to the recorded instrument of an affidavit by the Developer stating that prior FHAVA approval has been granted.

These Restrictive Covenants replace, in their entirety, those earlier Restrictions dated July 11, 1985, referencing an earlier plat, which were recorded in the RMC Office of the County of Charleston in Book 0146, commencing with Page 571.

This document is a reprint of the Restrictive Covenants with amendments (indicated by underlining) that were passed by a majority vote of the Raven's Run Homeowner Association and recorded with the RMC Office of Charleston County on July 9, 2008.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 8th day of July, 2008.

WITNESSES:

(original signed by Alice F. Bring)

(original signed by Richard Ellis)

BY: (original signed by Pat Piglia)
TITLE: President

(original notarized by Mary Beth Ellis)
Notary Public for South Carolina

