



BP0844059

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON )

Eighth Amendment to the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE FIDDLERS MARSH SUBDIVISION.

The name of the subdivision is the FIDDLERS MARSH SUBDIVISION hereinafter referred to as the "Subdivision" at Mount Pleasant, South Carolina, whose original Declaration of Covenants, Conditions, Easements and Restrictions were recorded at the Charleston County RMC Office on March 17, 1989, in book U182, pages 598, and

WHEREAS, The Declaration of Covenants was amended by instrument duly recorded at said RMC Office via

- Amendment 1 on May 10, 1989, in Book F184, Page 597,
- Amendment 2 on October 23, 1992, in Book O219, Page 481,
- Amendment 3 on June 4, 1996, in Book Z269, Page 305,
- Amendment 4 on December 21, 2007, in Book D647, Page 436,
- Amendment 5 on January 7, 2016, in Book 0527, Page 891,
- Amendment 6 on April 10, 2018, in Book 0710, Page 354, and
- Amendment 7 on May 23, 2019, in Book 0797, Page 490.

AFTER A VOTE, duly taken and approved by the members of the Association/Subdivision, the following amendments to the Declaration of Covenants, Conditions, Easements and Restrictions were approved and adopted:

1. PROPERTY SUBJECT TO THESE COVENANTS

The aforesaid real property is located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and is known as FIDDLERS MARSH, as shown on that certain plat entitled "Final Plat, Fiddlers Marsh, Town of Mount Pleasant" prepared by Forsberg Engineering & Surveying, Inc. dated April 18, 1989, and duly recorded at the Charleston County RMC Office in Plat Book BW, at page 1. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat".

The aforesaid real property also includes that certain lot shown as "Part of tract A" on that certain plat prepared by E.M. Seabrook, Jr. dated December 6, 2005, and duly recorded at the Charleston County RMC Office in Plat Book DE, at page 942. For purposes of these covenants, this lot shall be known as "Lot 75".

All of the lots shown on these plats are single family residential lots; however, the 15' Island Access parcel between lots 24 and 25 shown on the FIDDLERS MARSH plat and owned by Fiddlers Marsh Homeowners Association, Inc is "COMMON AREA" for purposes of these covenants.

## 2. FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC.

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the Association) for the purpose of preserving the value of the subdivision and also to provide a vehicle for the orderly management and preservation of the common access, the green areas, and property owned and leased by the association. The Developer, for each lot (except the 15' access between Lots 24 and 25 together with Lots 25 and 26 all as set forth on plat referred to above are expressly exempt here from and are in no way subject hereto) owned by it within FIDDLERS MARSH SUBDIVISION, hereby covenants and each owner of any lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to all terms, conditions and provisions of the Declaration of Covenants, charges and liens for FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., as set forth in the RMC Office for Charleston County. (Also see paragraph 35).

## 3. DEFINITIONS

"DECLARATION OF COVENANTS" means the Declaration of Covenants, Conditions, Easements, and Restrictions for Fiddlers Marsh and/or any Supplementary Declaration of Covenants, Conditions, and Restrictions for Fiddlers Marsh applicable to the properties referred to herein and recorded in the RMC Office for Charleston County, South Carolina.

"LOT" shall mean any residential building lot as shown on the plat of FIDDLERS MARSH 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, limited liability companies, trusts, or other legal entities of the free 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 procedures in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of any Owner. In the case where a lot is owned by a partnership, corporation, limited liability company, or other group of persons, not more than three (3) persons may be designated as eligible to use the lake and recreation facilities. The names may not be changed more often than annually. When more than one person or an entity owns a lot, a designated Voting Member shall cast all votes.

"THE ASSOCIATION" means FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a non-profit corporation organized or to be organized under the laws of the State of South Carolina.

"BOARD OF DIRECTORS" or "BOARD" shall be the elected body having its normal meaning under South Carolina law.

"COMMON AREA(S)" also referred to as "COMMON PROPERTY" shall mean the real and personal property now or hereafter owned or leased by the Association or otherwise held for the common use and enjoyment of the owners.

"ASSOCIATION WEBSITE" shall mean a website whereby the Association can post and distribute information to the members.

"ON-LINE FIDDLERS MARSH HOMEOWNERS ASSOCIATION WEBSITE DOCUMENTS" shall mean the Declaration of Covenants, By-Laws, Policies, Rules and Regulations, and such other documents posted on its website.

"E-MAIL/ELECTRONIC NOTIFICATION" shall mean notices, correspondences and voting requests solicited by the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. for the Annual and Special Meetings of the members pursuant to the Article III of the By-Laws and the members responding votes accordingly.

"APPROVAL OF E-MAIL/ELECTRONIC COMMUNICATION FORM" shall mean a requisite form needed for a lot Owner to receive and reply to the Association by e-mail/electronic communication.

"MEMBER" shall mean and refer to those persons entitled to and having membership as provided in the Declaration of Covenants and/or By-Laws.

"DEVELOPER" means Seacoast Land Developers, a partnership, its successors and assigns and to any person or entity who succeeds to the title of the Declarant for the purpose of developing lots to be incorporated into Fiddlers Marsh.

“ARCHITECTURAL REVIEW BOARD” shall be and shall remain as a standing-arm or committee of FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. The Architectural Review Board (ARB) is to be composed of at least three (3) persons who will ensure an orderly development and construction and maintenance of the properties together with buildings and improvements thereon described herein or to be described herein. The term of office for the ARB members appointed by the HOA members shall be staggered. The members of the Architectural Review Board shall be appointed in accordance with the By-Laws of the Association with the appointments to commence following the first annual meeting of the Association.

#### 4. RESIDENTIAL USE OF PROPERTY

All lots shall be used for residential use 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.

#### 5. ABSENCE OF SETBACK LINES EXCEPT AS TO WATERFRONTS AND OPEN AREAS

There shall be no minimum setback lines in FIDDLERS MARSH SUBDIVISION as the Developer does not intend to engender uniformity of setbacks. No building or other structure, of any type, shall be located on any residential building lot without the prior written approval of the Architectural Review Board of the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC.

Notwithstanding anything contained in this paragraph, all setback lines must conform to the zoning ordinances of the Town of Mount Pleasant or to any variances granted by the Town of Mount Pleasant for any lot in FIDDLERS MARSH SUBDIVISION.

#### 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. No fences or walls shall be permitted in the front of any lot or the front of any house. 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 Architectural Review Board as to materials, size and location prior to construction. Further, a landscape plan must be submitted to the Architectural Review Board for approval at the time that a home is constructed on any lot. All front yards are to be sodded upon the completion of the construction of the home. Should the home be completed during the months it is not conducive to lay sod, it shall then be laid during the first appropriate month which shall be determined by the ARB. All shrubbery indicated on the landscape plan

shall be planted within thirty days of the day the certificate of occupancy is issued by the City of Mount Pleasant. Further, no additional landscaping shall be done at any time without the approval of the Architectural Review Board.

The lot Owner, lessor, and/or his heirs, successors and assigns shall contact the South Carolina Electric & Gas Company, or their successors three (3) days prior to any digging or excavation work on said property, including swimming pool installations, trenching, or any type of digging. Upon notification by the lot Owner, lessor, and/or his heirs, successors and assigns, a field survey will be conducted by South Carolina Electric & Gas Company. Any excavation in violation of South Carolina Electric & Gas Company's safety requirements is expressly prohibited.

#### 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 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 Architectural Review Board except as provided in this section.

#### 8. EXTERIORS

No dwelling or other structure shall be erected in FIDDLERS MARSH SUBDIVISION having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed and finished in a manner acceptable to the ARB. The same materials utilized for the exterior and roof of the residence shall also be used for the garage and any other structures erected on the premises. All exterior materials and all exterior finishes, including exterior colors, must be approved by the ARB.

#### 9. ENCLOSED DWELLING AREA REQUIREMENTS, NUMBER OF STORIES IN HOUSE AND GARAGE REQUIREMENTS

No residence or dwelling shall be erected on any of the lots unless said residences or dwelling be constructed with a minimum of 1,600 square feet of total heating and cooling dwelling area. The term "heating and cooling dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios and like areas. An attached or detached private garage for not more than three (3) cars and not exceeding six hundred (600) square feet in area, and other building incidental to residential use may also be constructed on any of the lots. There are no height limitations.

The height of houses constructed on any lot shall comply with the zoning ordinances of the Town of Mount Pleasant or any variances to the zoning ordinances that might be granted on any lots in Fiddlers Marsh.

#### 10. ARCHITECTURAL REVIEW

No construction, reconstruction, remodeling, alteration, or addition to any structures, building, fence, wall, road, drive, path or improvements of any nature shall be commenced without first obtaining the written approval of the Architectural Review Board (hereinafter referred to as the "ARB") of the Association as to the location, plans and specifications. 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. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given written approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB, the Developer, or Owner(s), shall be entitled to stop construction in violation of these Declaration of Covenants in accordance with the provision of paragraph 34 of these Declaration of Covenants. No previously approved structure shall be used for any purpose other than for which it was originally approved. Communications, after application, other than approval may be conveyed electronically.

#### 11. COMPLETION OF CONSTRUCTION

The exterior of all homes and other structures must be completed within nine (9) months after the date of 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, fires, national emergency or natural calamity.

#### 12. 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 as may be approved by the ARB. Further a portable or temporary building or trailer may be used as a field office by a contractor during actual construction in FIDDLERS MARSH SUBDIVISION.

### 13. SIGN BOARDS

No sign boards shall be displayed except "For Sale", which signs 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 (4) 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 or allowed to remain on any lot at any time.

### 14. ANTENNA WITHOUT APPROVAL OF THE ARCHITECTURAL REVIEW BOARD

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 three (3) 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 dish antennas shall be allowed on any lot unless approved by the ARB, in writing, prior to installation.

### 15. MINING NOT ALLOWED

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

### 16. AIR AND WATER POLLUTION NOT ALLOWED

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 waterways or lake or drainage ditch in excess of environmental standards applicable thereto, to be established by the ARB, which standards shall at a minimum meet requirements of federal and state law and any regulations thereunder applicable to the property. No waste or any substances or materials of any kind shall be discharged into any of the lakes, lagoons or marshes within FIDDLERS MARSH SUBDIVISION or adjacent thereto. No person shall dump any garbage, trash or yard waste (i.e., leaves and grasses, etc.) or other refuse into any of the waterways, ditches and lakes on or immediately adjacent to the property.

### 17. ANIMALS SECURED AND CONTROLLED

No animals, worms, reptiles, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any lot, with the exception that dogs, cats, fish and birds inside bird cages, may be kept as household pets inside any structure upon a lot, provided they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in these Declaration of Covenants,

“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 lands described on the plat of FIDDLERS MARSH SUBDIVISION shall be absolutely liable to each and all other Owners, their family members, guests, invitees, lessees, renters and contract purchasers, and their representative family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a 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. Any animal owner shall be required to use a “pooper scooper” to clean up after his/her/their animal if it is defecating off the Owner(s) property.

#### 18. PROHIBITION OF COMMERCIAL USE OF NUISANCE

With the exception of home computer-based activities, no trade of any kind or character nor the practice of any profession, nor any building of structures designed or intended for any purpose connected with any trade, business or profession shall be permitted on any lot. The intent of this restriction is the prevention of activities that would adversely affect neighbors or the neighborhood, including, but not limited to, increased noise levels or traffic through the subdivision.

#### 19. 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 (100) 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 any lot.

#### 20. CHANGING ELEVATIONS, FILLING WATERWAYS AND WELLS

No Owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect the surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts. No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use.

#### 21. 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, designees, 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, 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, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this Declaration of Covenants, the Developer 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 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 RMC Office of Charleston County and shall without the necessity of further actions, constitute an amendment of this Declaration of Covenants by the Developer and become a part of this Declaration of 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.

22. MAINTENANCE & REPAIR REQUIRED BY OWNER OF LOT PROPERTY, INCLUDING  
LAWNS, SHRUBS AND EXTERNAL CARE OF BUILDINGS & ACCESSORIES

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 ground, 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 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 specifically include all easements on each lot.

Each Owner must properly maintain its principal dwelling structure and any detached or accessory structures to the dwelling. Such proper maintenance and care shall include, but is not limited to upkeep, repair or replacement of roofs, gutters, downspouts, and exterior building surfaces.

Proper maintenance is also required of lawns, trees, shrubs, foliage, driveways, walkways and curbs. In the event the property Owner fails to properly maintain the exterior of the dwelling and all accessory structures, including all lawns and yards, the ARB reserves the right to take such measures as in its sole discretion it deems necessary to provide proper repair and maintenance. However, all actions of

the ARB shall be reasonable. In such an event, the ARB, acting on behalf of the entire Association, shall give written notice of non-compliance with this section to the property Owner, complete with an itemization of the maintenance items and repairs the ARB deems necessary.

The property Owner shall have thirty (30) days from receipt of such initial notice to either make the maintenance and/or repairs therein specified or answer with a Remedial Plan of Action with a commencement date and a timetable to take such action. If after the expiration of thirty (30) days after the commencement date the lot Owner has not remedied the deficiencies as set forth in the Remedial Plan of Action, the ARB may undertake to perform the maintenance and/or make the repairs specified in its initial written notice of non-compliance.

In the event the ARB undertakes to remedy the non-compliance, the costs of all remedial work will be immediately thereafter assessed to the Owner and treated as a defaulting assessment, in all respects, and if not paid when due shall become a lien on the property, and the Association can elect to foreclose on the property at the proper time.

Before Association funds may be expended by the ARB to perform maintenance or repair under this section, consent by vote of the Board of Directors is required.

In order to enable the ARB and its contractors to act on behalf of the Association under this section it shall be allowed unobstructed, reasonable ingress and egress upon each lot in the association neighborhood.

### 23. USE OF SAMPLE HOUSES BY DEVELOPER

The Developer, during such time as it shall continue to be the Owner of any lot shown upon the plat of FIDDLERS MARSH, may use its 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 Developer shall be entitled to invite the public to inspect lot(s), the said model house, or houses. The Developer may disseminate sales information to the public in FIDDLERS MARSH. Further a portable or temporary building or trailer may be used as a field office by a contractor during actual construction in FIDDLERS MARSH SUBDIVISION and the Developer may further use a portable or temporary building or trailer as a field office during the sale of lots in FIDDLERS MARSH SUBDIVISION. Such activities shall not be construed as a violation of the residential provisions of these Covenants.

#### 24. 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.

#### 25. LANDSCAPE RESTRICTONS

No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above 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 the Owner(s) cost.

#### 26. FIREWORKS AND HUNTING

The use of fireworks at FIDDLERS MARSH SUBDIVISION shall not be permitted except on July 4<sup>th</sup> and New Year's Eve each year. Fireworks should be discharged on a non-flammable surface but not directly on the pavement as a means to protect the appearance and integrity of the pavement. 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.

#### 27. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE

No noxious or offensive activity shall be carried on 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 per se.

#### 28. PARKING RESTRICTIONS, USE OF GARAGE AND YARD SALES

No motor vehicles shall be parked or left on any street overnight or on any property shown on the plat of FIDDLERS MARSH SUBDIVISION, other than on a driveway or within a garage, except during severe high tide water or flooding. For safety reasons, parking of any vehicles on the streets within the FIDDLERS MARSH SUBDIVISION is prohibited from 12:00 am until 6:00 am. No vehicle shall ever be parked on the grass, except during severe high tide or flooding. No more than four (4) resident

vehicles may be simultaneously parked in any driveway. Garage doors shall remain closed at all times except when entering or exiting the garage or when working in the garage or yard.

No garage sales, patio sales or yard sales, shall occur, be held, or permitted to exist at any time on any lot.

#### 29. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET

No trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, school bus, truck (other than vans or 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 FIDDLERS MARSH SUBDIVISION unless such area has been specifically designated for such purpose by the ARB. All boats kept in FIDDLERS MARSH SUBDIVISION must be properly screened from sight from the street. All screening must be approved by the ARB. Any boats which cannot be screened in an approved manner must be stored or parked elsewhere. 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 periods preparatory to taking same to some other location for use or storage. However, if motorized they shall be started only during daytime. 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 actual construction in FIDDLERS MARSH SUBDIVISION.

#### 30. LAKE SYSTEMS AND EASEMENT FOR USE AND ENJOYMENT

The lakes and lagoons in FIDDLERS MARSH SUBDIVISION are not designated for swimming or bathing purposes and the same is prohibited. No docks, landings or other structures may be located in any lake or lagoon. Boats of fourteen (14) feet or less in length are permitted within the lake systems providing the same are powered solely by a single electric motor engine developing four (4) 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; provided further, that no nets, trot lines, or fish traps are allowed for the purpose of catching fish of any type whatsoever. For the consideration of the mutual benefits derived herefrom, the developer Seacoast Land Developers, a partnership, its successors and assigns hereby grants unto FIDDLERS MARSH

HOMEOWNERS ASSOCIATION, INC. its successors and assigns forever, an easement of use and enjoyment for use of the lakes and lagoons by all Owners and their guests and invitees for such activities as are set forth herein over, across and upon any portion of their respective properties as may lie from time to time under the water of such lakes and lagoons. Such permitted uses and activities are limited explicitly to the water surfaces of such lakes and lagoons. All such adjoining privately-owned properties above the water line as it exists from time to time is expressly excluded from the permitted activities stated herein. In consideration of the said easement for use and enjoyment, FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. agrees and covenants that it shall obtain and keep in full force and effect a general liability insurance policy specifically covering the lakes and lagoons referred to herein in an amount of not less than \$1,000,000.00.

31. MOTORCYCLES, DIRT BIKES, ALL TERRAIN VEHICLES, MOPED, BICYCLES AND GOLF CARTS

No all-terrain vehicle, regardless of whether or not the same shall have three (3), four (4), six (6) or more wheels, or “dirt bikes”, shall operate on any of the lots, common areas or streets within FIDDLERS MARSH SUBDIVISION. Moped, as defined by the State of South Carolina, motorized bicycles and scooters may not be used 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 and the Town of Mount Pleasant. Gasoline-powered golf carts and gasoline-powered go-carts are prohibited.

32. DOCUMENTS

All papers and instruments required to be filed with or submitted to the Association, or the ARB, shall be sent by electronic means or by certified mail to A-Plus Management, Attn: Debbie Rogers, PO Box 1903, Mount Pleasant, South Carolina 29465, or such other address as the Association may hereinafter specify.

33. 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 with the Owner(s), and they shall further be responsible for any minors who may be guests, including but not limited to, injury to persons, damage to real property or damage to personal property.

#### 34. VIOLATION

If any person, firm or corporation shall violate or attempt to violate any provision of this Declaration of Covenants, the By-laws or the Policies, Rules and Regulations, it shall be lawful for the Association, or 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 and to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover reasonable attorney fees, court costs and out-of-pocket expenses if he/she/they prevail. In addition to the rights and remedies hereinabove enumerated, and not by way of limitation, if the Board determines that any provision of this Declaration of Covenants has been violated, the Board, may, at its discretion, seek appropriate relief at law or in equity to assure that the purposes of these Covenants are fulfilled. The Developer or the Association, after having given fifteen (15) days written notice to the Owner of any lot involved, setting forth the specific violation or breach of this Declaration of Covenants and the action required to be taken by the Owner to remedy such violation or breach, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner, then the Developer or the Association can enforce this Declaration of 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 this Declaration of Covenants shall not be deemed a waiver of the right to do so thereafter. Invalidation of any of this Declaration of Covenants shall in no way affect the validity or enforceability of the other covenants, which shall remain in full force and effect. In addition, violators shall be subject to fines and enforcement under Article XII of the By-Laws.

#### 35. COMPULSORY MEMBERSHIP IN ASSOCIATION

Every lot Owner is required to remain a member of the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. (See paragraph 2). Said Association shall be a non-profit corporation chartered with the Secretary of State of South Carolina whose function shall be the collection of compulsory annual assessments, the same for each lot, and as a vehicle to assure that FIDDLERS MARSH SUBDIVISION shall be maintained in an attractive, sightly condition and to provide for such other benefits as defined by the By-Laws of the Association and for the further purposes as hereinbefore set forth in paragraph 2 of these Restrictions. The Association shall be governed by its Directors, and by virtue of lot ownership each Owner shall be compelled to pay such annual assessments as are established and each lot Owner shall be entitled to one vote for each lot owned. Unpaid assessments, together with interest, costs and reasonable attorney fees, shall be and remain a lien on the land and shall also be the personal obligation of the Owner(s) of such land at the time the assessment fell due; however, no lot shall accrue any liability for

the assessment herein so long as owned by the Declarant. Additionally, lot Owners who fail to timely pay any Annual or Special assessment shall be subject to the fines and enforcements under Article XII of the By-Laws. The By-Laws of the Association shall be provided to each lot Owner upon request. The Association shall be governed by its By-Laws which may be changed from time to time. In the event of conflict between the By-Laws of the Association and this Declaration of Covenants, this Declaration of Covenants shall control.

36. POSSIBLE DISSOLUTION OF FIDDLERS MARSH SUBDIVISION HOMEOWNERS  
ASSOCIATION, INC.

In the event that FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. should ever hereafter wish to dedicate its 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 rights of way and/or drainage easements for maintenance, the FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC. would, in such event, be required to meet all requirements of the County of Charleston as to such drainage easements 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 rights-of-way and/or drainage easements might desire to be dedicated. Further, in the event that the FIDDLERS MARSH HOMEOWNERS 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 such 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.

37. VACATION OR TIME SHARING PROHIBITED

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

38. RELOCATION OF STREETS AND REVISION OF PLAT

The Developer reserves the right unto itself, its successors and assigns, 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. 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.

#### 39. DELIVERY RECEPTACLES

(a) Receptacles for the receipt of mail shall be approved by the U.S. Post Office Department and by the ARB. Said receptacles to be also erected in a manner approved by the ARB.

(b) No receptacles of any construction or height for the receipt of newspapers or similarly delivered materials shall be erected or permitted to remain between the front street line and the applicable minimum building setback line.

#### 40. AESTHETICS, NATURE, GROWTH, SCREENING, UTILITY SERVICE

Clotheslines, garbage cans, equipment, air conditioning units, woodpiles or storage piles shall be screened to conceal them as completely as possible from the view of neighboring lots, roads, streets, and waterfront 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 in accordance with the provisions as set forth in paragraph 10 of Declaration of Covenants. No fuel tanks shall be allowed in FIDDLERS MARSH SUBDIVISION, except propane gas tanks for the use of cooking and in drying clothes that can hold no more than thirty (30) pounds of gas.

#### 41. 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 material is found on any of the said lots, the same will be removed by the lot Owner, at the lot Owner's expense, upon written request of the ARB. Upon the failure of the said lot Owner to remove such litter or other material within ten (10) days after written notice has been given, the ARB 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.

#### 42. STREETLIGHTS

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.



#### 43. 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 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 adjacent or surrounding property. 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 (6) 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 ARB. 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, construction shacks and the like 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.

#### 44. 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. Basketball goals may be allowed provided their construction and location are approved by the ARB.

#### 45. DURATION AND AMENDMENT

These Declaration of 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 period 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 Declaration of Covenants.

Amendment shall be by written instrument or e-mail vote for those who have documented their permission to vote electronically, based upon a majority vote of the Owners (multiple Owners of a single lot shall have one vote among them), and signed by the President of the Association. The Secretary of the Association shall keep the vote of the members on file with the Association. Upon proper execution the instrument shall be filed in the RMC Office for Charleston County.

#### 46. LEASING

Leasing of Lots shall be governed by the following provisions:

(A) For the purposes of this Declaration, the following terms shall have the following meanings:

“Leasing” shall mean the exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner (or the Sub-landlord in the case of a sublease,) receives any consideration or benefit, including, but not limited to, a fee, service or gratuity. The occupancy of a Lot by any person or persons other than the Owner shall not be considered a lease as long as the Owner is also residing on such Lot, at all times, with such person or persons.

“Lot” shall mean any residential building lot as shown on the plat of Fiddlers Marsh Subdivision and shall also include any dwelling located thereon.

(B) No Lot may be leased or subleased for a term of less than six (6) months. The advertising of a Lot for lease for a term of less than six (6) months through any print, video or digital media (including, but not limited to, VRBO, Airbnb or similar, online short term rental service) is strictly prohibited.

(C) Lots may be leased only in their entirety. No fraction or portion of any Lot may be leased.

(D) No lease may allow for more than three (3) legally unrelated individual Lessees or occupants per Lot. The maximum overnight capacity of each leased Lot shall not exceed two (2) persons per bedroom, plus two (2) additional persons. The hosting of overnight events such as weddings, parties or similar gatherings consisting of more than the maximum overnight capacity of each leased Lot is prohibited.

(E) Any Owner leasing his or her Lot shall provide to the Board of Directors, in writing, the following information prior to the commencement date of the lease:

- (i) the commencement date and term of the lease;
- (ii) the names of all individuals who will reside at the Lot;
- (iii) the make, model, color and license plate number of all vehicles owned or used by the occupants of the Lot.

(F) Each Owner leasing his or her Lot shall give a copy of the Declaration of Covenants, Conditions, Easements and Restrictions for the Fiddlers Marsh Subdivision (the “Declaration”), and all recorded amendments, as well as any and all Policies, Rules and Regulations adopted by the Board of Directors of the Association to each tenant.

(G) All leases of Lots shall be deemed to contain the following provision, whether or not expressly therein stated: All tenants and occupants of a Lot shall comply with all provisions of the Declaration, all recorded amendments thereto, and any and all Policies, Rules and Regulations adopted by the Board of Directors of the Association.

(H) Notwithstanding anything contained in the Declaration or in the Bylaws of the Association to the contrary, the Board of Directors shall have the authority to impose monetary fines of up to \$500 per day for violations of this Section 46. No fines may be imposed unless and until the Board provides written notice to the Owner of the violation and the violation has not been cured within forty-eight (48) hours after the date of such notice (or within such longer period of time that the Board, in its sole discretion, agrees to allow); however, notice of a particular violation must be sent only once to the violating Owner before the Board may impose daily fines for a recurring violation.

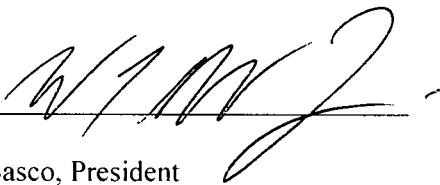
CERTIFICATION

I, the undersigned, do hereby certify:

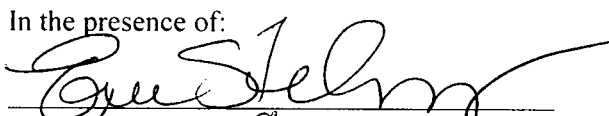
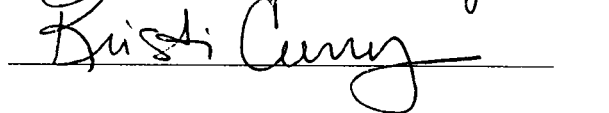
That I am the duly elected President of FIDDLERS MARSH HOMEOWNERS ASSOCIATION, INC., a South Carolina Corporation; and

That the foregoing Declaration of Covenants constitute the eighth amended Declaration of Covenants, Conditions, Easements and Restrictions for the FIDDLERS MARSH SUBDIVISION, as duly adopted at a meeting of the members of the Association thereof, held on October 27, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and signature, as President, of the Association on NOV. 19, 2019.

By:   
William Basco, President

Fiddlers Marsh Homeowners Association

In the presence of:  
  


The foregoing instrument was acknowledged before me, the undersigned Notary public, and I do hereby certify that the above William Basco, as President of FIDDLERS MARSH HOMEOWNERS ASSOCIATION, personally appeared before me this day and that the above-named witnesses each acknowledged the due execution of the foregoing instrument.

Sworn to before me this 19th day of November, 2019.

Linda Howard

Notary Public

County of Charleston,

State of South Carolina

My Commission Expires May 23, 2029



# RECORDER'S PAGE



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CLAWSON & STAUBES  
 126 SEVEN FARMS DR.  
 SUITE 200  
 CHARLESTON SC 29492 (ENV)

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Michael Miller, Register Charleston County, SC		

**MAKER:**

FIDDLERS MARSH HOA

**RECIPIENT:**

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U182

**Original Page:**

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