

Berkeley County  
Cynthia B. Forte  
Register of Deeds  
Moncks Corner 294616120 00001496 Vol: 6272 Pg: 231



Instrument Number: 2007- 00001496

As

Recorded On: January 12, 2007

Restrictive Covenants

Parties: TAMSBERG BROTHERS LLC

To

HUNTERS BEND PLANTATION

Billable Pages: 4

Recorded By: BUIST BYARS PEARCE & TAYLOR LLC

Num Of Pages: 9

Comment: TAMSBERG BROTHERS LLC

**\*\* Examined and Charged as Follows: \*\***

Restrictive Covenants 14.00  
Recording Charge: 14.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

**File Information:**

**Record and Return To:**

Document Number: 2007- 00001496

BUIST BYARS PEARCE & TAYLOR LLC

Receipt Number: 97251

884 ORLEANS ROAD

Recorded Date/Time: January 12, 2007 03:26:25P

SUITE 301

Book-Vol/Pg: Bk-R VI-6272 Pg-231

CHARLESTON SC 29407

Cashier / Station: O Howell / Cash Station 6



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds

After recording, please return to:

J. Stanley Claypoole, P.A.  
2155 Northpark Lane  
North Charleston, SC 29406

Doc # 00001496

STATE OF SOUTH CAROLINA	)	SUPPLEMENTAL AND AMENDED
	)	DECLARATION OF COVENANTS AND
	)	RESTRICTIONS FOR HUNTER'S BEND
COUNTY OF BERKELEY	)	PLANTATION - PHASE 4A

WHEREAS, TAMSBERG BROTHERS, LLC, a South Carolina limited liability company is owner of certain property located in Berkeley County, State of South Carolina, known and designated as Phase 4A, Hunter's Bend Plantation

WHEREAS, by the Declaration of Covenants and Restrictions for Hunter's Bend Plantation dated July 30, 2004, and recorded September 16, 2004, in the Berkeley County ROD in Book 04237 at page 00223 (the "Declaration"), TAMSBERG BROTHERS, LLC, a South Carolina limited liability company, as Declarant (the "Declarant") placed certain covenants, conditions and restrictions on Phase 1, Hunter's Bend, Berkeley County, South Carolina, described in Exhibit "A" attached to the Declaration;

WHEREAS, by Declaration of Annexation dated October 14, 2005, and recorded October 25, 2005, in the Berkeley County ROD in Book 5107 at Page 134 Declarant annexed Phase 3 to the Declaration;

WHEREAS, by the Supplement and Amendment to Covenants and Restrictions for Hunter's Bend Plantation dated February 14, 2006, and recorded February 23, 2006, in the Berkeley County ROD in Book 5384 at Page 283 Declarant annexed Phases 2 and 3 to the Declaration;

WHEREAS, Section 2.2 of the Declaration gives the Declarant the authority to submit and subject additional property to said Declaration. Declarant desires to subject additional property in Phase 4A, Hunter's Bend, Berkeley County, South Carolina, and more particularly described in Exhibit "A" attached hereto to the Declaration;

WHEREAS, Section 8.5(b) of the Declaration provides in part that: "This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than ninety (90%) percent of Lot Owners and by Declarant, so long as the Declarant owns any Lots";

WHEREAS, because Declarant desires to maintain the value and the residential character and integrity of the residential portions of the subdivision, to prevent any Owner or any other persons from building or carrying on any other activity in the subdivision to the detriment of any Owner in the subdivision, and to keep Property values in the subdivision high, stable and in a state of reasonable appreciation; and to that end, Declarant desires to supplement and amend such Covenants and Restrictions to include guidelines for fences.

NOW, THEREFORE in consideration of said benefits to be derived by Declarant and subsequent Owners of said Property, TAMSBERG BROTHERS, LLC, as Declarant and as the owner of the property described in Exhibit "A" attached hereto (the "Property") does hereby declare that all of the said Property shall hereafter be owned, held, used, enjoyed and conveyed subject to the terms of the Declaration, which shall run with the title to all said Property and shall be binding upon all Persons having any right, title or interest in such Property, their heirs, successors, successor-in-title and assigns; and does hereby supplement such Covenants and Restrictions and establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to said Property described in Exhibit "A" and any additional property which shall be subjected to these Covenants and Restrictions becoming effective immediately and running with the lands, to be binding upon all persons claiming under the undersigned.

Section 7.4 of the Declaration shall be supplemented as follows.

Each Owner must obtain prior written approval from the Architectural Control Committee ("ACC") for any changes to their property including, but not limited to, fences. Without written approval, no changes shall be commenced.

If an Owner fails to obtain prior written approval from the ACC for any changes, a representative of the ACC, its successors and assigns, has the right to enter upon the Property without any prior notice to remove or remedy any unauthorized Changes, i.e. an unapproved fence, at an Owner's expense thirty (30) days following the ACC's written notice to an Owner of his or her violation and failure to cure. If an Owner fails to obtain prior written approval from the ACC and a violation occurs, the Owner shall also be subject to a fine not to exceed Fifty (\$50.00) Dollars per violation per day.

Fence requests submitted to the ACC that are not consistent with the following guidelines will not be approved by the ACC.

- (a) Location
  - (1) Fences shall be located in rear of the house. It should begin at the rear corners of the house, extend out towards the side Property line, then towards the back Property line.
  - (2) Rear corner exception. If the rear of the neighboring house is closer to the front of the lot, the fence may begin at the point that is even with the neighbor's rear corner. This will allow for an even fence line between the two homes if both Owners install a fence.
  - (3) Corner lots. On the side near the street, the fence shall go directly from the corner of the house toward the rear Property line (it may not extend out to the side Property line).
  - (4) The ACC approves or denies fence requests on the basis of maintaining the overall appearance of the neighborhood. The ACC does not have the authority to give permission to build a fence within an area that is controlled by a third party (such as an easement or a right-of-way). The Owner shall bear all the risk if a fence is installed in one of these areas.
- (b) Style. See attached Exhibit "B" for drawings of approved fences.
  - (1) Privacy fences may be any of these styles: shadow box, scalloped, Charleston style (trim band at top), or Dog Ear style.
  - (2) Picket fences may be any of these styles: open top, closed top, or scalloped.
  - (3) Wrought iron style - black aluminum that resembles wrought iron is acceptable.
  - (4) Exposed fence posts shall have a decorative cap on top.
- (c) Size
  - (1) Privacy fences may be built up to 6' in height.
  - (2) Picket fences may be built up to 4' in height.
- (d) Materials. Fences shall be constructed only out of wood (or aluminum if it is a wrought iron style). No vinyl fencing is allowed.

(e) Colors

- (1) Wood Fences shall have a natural appearance. Fences may be coated with clear weather sealer. Fences may not be painted white.
- (2) Aluminum (wrought iron) fences shall be black.

(f) Specific restrictions

- (1) Corner lots and those adjacent to a pond/lake, if any, shall be limited to picket or wrought iron style. No privacy fences on these lots will be authorized.
- (2) If a fence is built which "encloses" a garage and the fence (gate) crosses the driveway, the style may only be picket or wrought iron.

[signatures on following page]

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 9<sup>th</sup> day of January, 2007.

WITNESSES:

[Signature]  
[Signature]

DECLARANT:  
TAMBERG BROTHERS, LLC,  
a South Carolina limited liability company

[Signature]  
By: Joseph L. Tamsberg, Jr  
Its: MANAGER

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

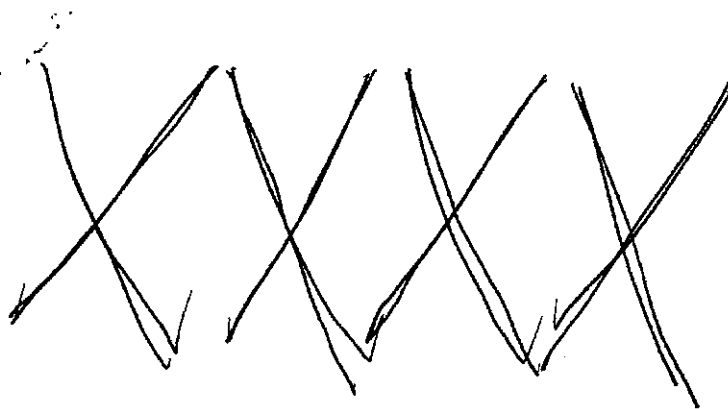
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2007 by Joseph L. Tamsberg, Jr. of TAMBERG BROTHERS, LLC, a South Carolina limited liability company, its Manager.

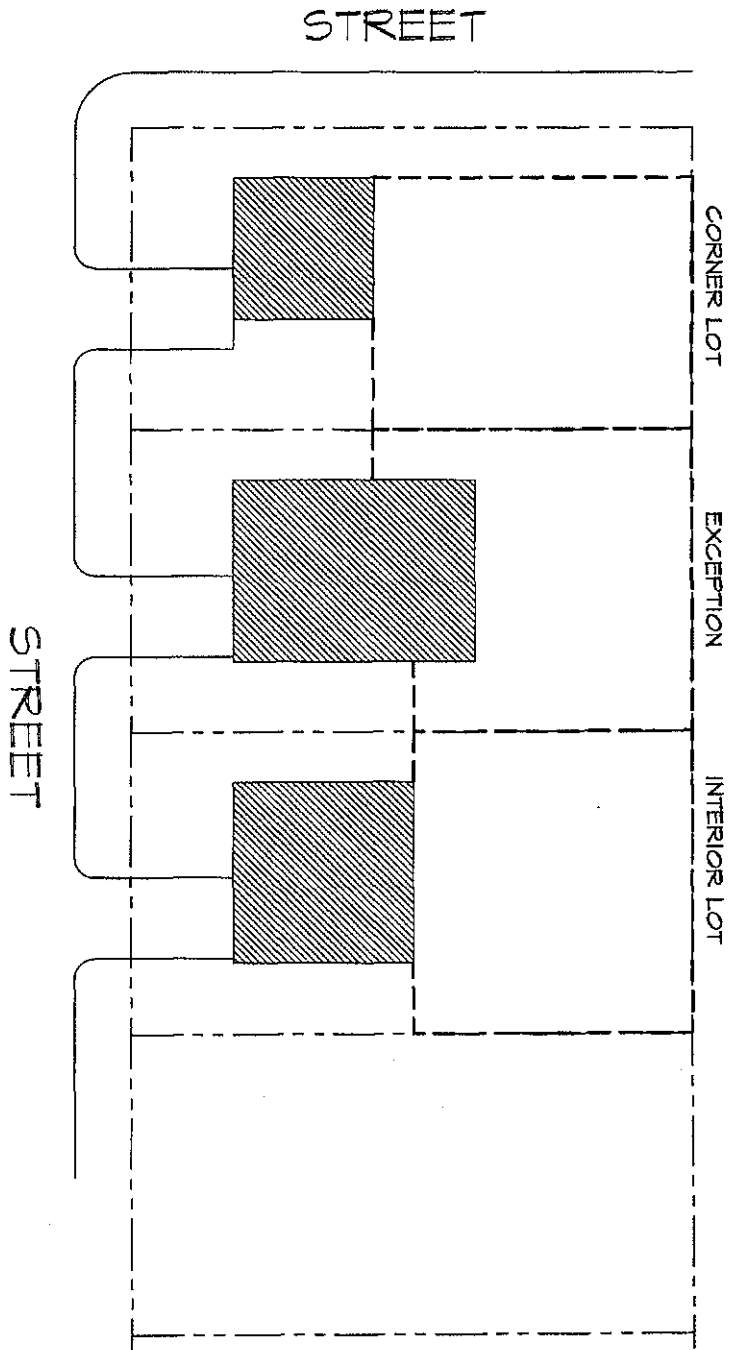
[Signature]  
Notary Public for South Carolina  
My commission expires: 9/31/15

EXHIBIT A

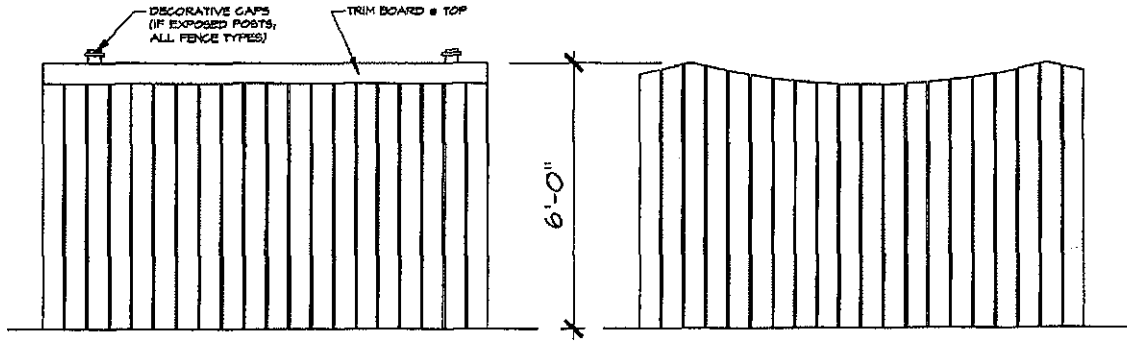
ALL that certain piece, parcels or lots of land, situate, lying and being in the County of Berkeley, State of South Carolina, and being shown and designated as Lots 245-307 as shown on that certain plat entitled "SUBDIVISION PLAT SHOWING PHASE 4A, HUNTERS BEND (26.500 ACRES), BEING A PORTION OF TRACT "A1C" AND TRACT "B-1", PROPERTIES OF TAMSBERG BROTHERS, LLC., LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA", prepared by Richard A. Aldridge, P.L.S. No. 20854 of Trico Engineering Consultants, Inc., and dated September 15, 2006, recorded December 7, 2006 in the Register of Deeds for Berkeley County in Plat Cabinet R, Page 227C and Plat Cabinet Q, Page 228A.

EXHIBIT "B"  
DRAWINGS OF APPROVED FENCES





PRIVACY FENCES 00001496 Vol: 6272 Pg: 239

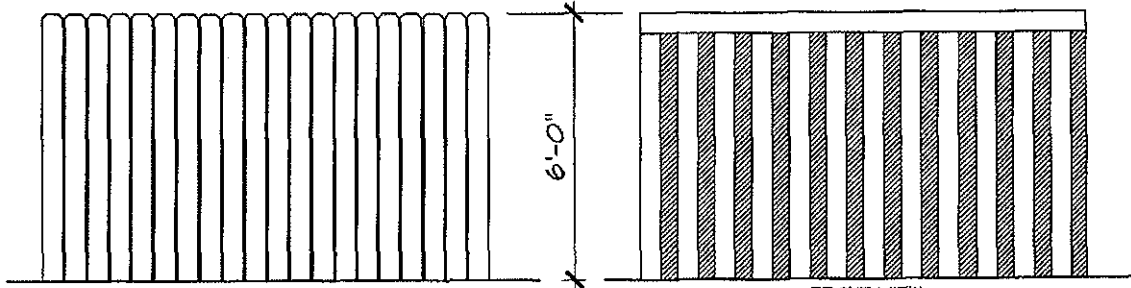


CHARLESTON  
STYLE

SCALLOPED  
STYLE



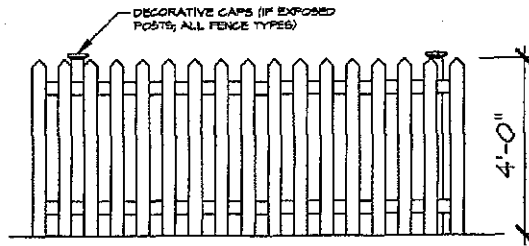
TOP VIEW



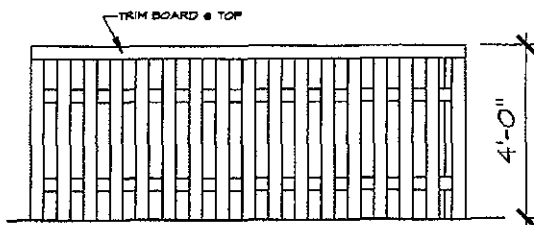
DOG-EARED  
STYLE

SHADOW-BOX  
STYLE

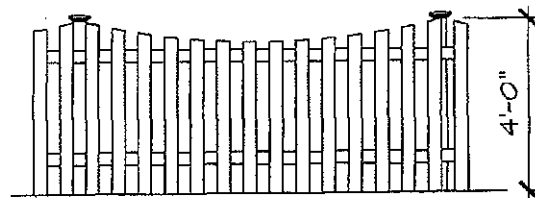
PICKET FENCES



OPEN TOP



CLOSED TOP



SCALLOPED