



**DEBORDIEU COLONY
COMMUNITY ASSOCIATION
Covenants and Restrictions**

DeBordieu®

Declaration of Covenants and Restrictions for DeBordieu Colony

**Covenants and Restrictions recorded good May 9, 1986 at
Georgetown County,
South Carolina - Book 235, Pages 805-827.**

**This Declaration, made this 2nd day of May, 1986, by North Inlet
Corporation, a South Carolina corporation, hereinafter called
"Declarant."**

WITNESSETH:

Whereas, Declarant is the owner of the real property described in Article II of this declaration located within a community known as DeBordieu Colony, in Georgetown County, South Carolina; and

Whereas, DeBordieu Colony is being developed as a community of single family homes, garden homes, patio homes, townhouses, condominium units, apartment units and various recreational and club facilities; and

Whereas, Declarant wishes to declare certain restrictive covenants affecting certain lands in DeBordieu Colony;

now, Therefore, the Declarant declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described on Exhibit "A" attached hereto. The Declarant reserves in each instance the right to add additional restrictive covenants in respect to any of the said properties, or to limit therein the application of this Declaration.

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ARTICLE I. Definitions

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a) **"Accessory Structure"** shall mean a supplementary structure which is clearly incidental to the Dwelling Unit and the roof of which is not attached to the main dwelling, such as a garage, boat house, utility shed, swimming pool, trellis or deck, or a guest house on lots larger than one (1) acre in size.
- b) **"Approved by the Declarant"** shall mean written approval issued by the Declarant signed by its president or by a designated representative.
- c) **"Association"** shall mean and refer to DeBordieu Colony Community Association, Inc. a South Carolina non-profit corporation, its successors, and assigns. This Declaration specifically allows and authorities the creation of additional non-profit associations for the benefit of Owners of property within the area(s) so designated at the time each such association is created.
- d) **"Common Properties"** shall mean and refer to those tracts of land with any improvements thereon which now or hereafter are designated as Common Properties or Common Area by the Declarant, which may hereafter be deeded or leased to the Association and designated in said deed or lease as "Common Properties" or "Common Area." The term "Common Properties" shall also include any personal property acquired by the Association in said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as "Common Properties" may lose their character as "Common Properties" upon the expiration of such lease, as determined by the Declarant. The Declarant reserves the right to convey "Common Properties" to the Association or any non-profit organization. Such conveyance shall be made subject to the provisions of this declaration and shall contain such additional restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. The Declarant may add or substitute mortgages, provided the Association does not have to assume payments or obligations of any mortgage on "Common Properties" conveyed to it. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Declarant as well as all of the Declarant's obligations with respect thereto, including the obligation to maintain and enhance. The term "Common Properties" shall include the term "Common Area" as used in other DeBordieu Colony documents.
- e) **"Declarant"** shall mean North Inlet Corporation and its successors and assigns.
- f) **"Development"** shall mean and refer to the property known as DeBordieu Colony, in Georgetown County South Carolina, shown as a part of the Declarant's Master Plan of said area as revised from time to time.
- g) **"Development Unit Parcels"** shall mean and refer to those parcels or tracts of property owned by the Declarant conveyed by the Declarant to third parties, which are subject to covenants and restrictions permitting the division of such parcels or tracts into smaller land units such as Residential lots or Multiple Family Tracts.

- h) **"Dwelling Unit"** shall mean and refer to any improved property intended for use as a dwelling whether detached or attached, including without limitation any single family home, garden home, patio home, condominium unit, townhouse unit, flat, cooperative apartment unit, or apartment unit located within the Property.
- i) **"Intended for Use"** shall mean the use intended for various parcels within the Property as shown on the Master Plan of the Development prepared by the Declarant and the same may be revised from time to time by the Declarant, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the property.
- j) **"Master Plan"** shall mean and refer to the drawing, which represents the Master Plan for the future development of the Development. Since the concept of the future development of the Development is subject to continuing revision and change by the Declarant, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal Covenants shall arise with respect to lands, which have been retained by the Declarant for future development restricting their uses. This Declaration does not designate any portion of the Property for any particular use, such designations to be made by separate subsequent Declaration or by recorded plat with such designation clearly and unequivocally shown thereon. The Declarant shall not be bound by any development or use or restriction of use shown on any Master Plan.
- k) **"Multiple Family Tract"** shall mean any unimproved parcel of land located within the Property, intended for development of multi-family residential dwelling units. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multiple Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multiple-family use is placed Of Record and further shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.
- l) **"Neighborhood Area"** shall mean and refer to a parcel or tract of land which is intended for, and has been subdivided for use as a site for Dwelling Units, whether single family or multi family, and designated for such use on a recorded subdivision plat of "Residential Lots" or "Multiple Family Tracts" in the Office of the Clerk of Court for Georgetown County, South Carolina. The Neighborhood Area shall be comprised of the total number of Residential lots or Multiple Family dwelling unit sites within such subdivision or group of such subdivisions and may be subjected to neighborhood assessments applicable only to the Owners within that immediate Neighborhood Area of DeBordieu Colony to undertake special neighborhood projects, improvements, construction or maintenance for the benefit of those Owners. Designations of Neighborhood Areas and the levying of neighborhood assessments may be made by the Declarant for undeveloped areas or by petition of 75% of all Owners within a particular Neighborhood Area already under development, with the approval of the Declarant. A separate non-profit association may be created hereunder for any Neighborhood Area.
- m) **"Offensive or Noxious"** activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the pleasurable use of DeBordieu Colony by a majority of the residents and their reasonable exceptions of enjoying their property and the available amenities and natural surroundings free of rude, crude, excessively noisy, tasteless behavior, flashing lights, racing vehicles, radio, hi-fi or electronic music distractions, etc., or other similar behavior curtailing the pleasure of use of the

facilities of DeBordieu Colony. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is abused or is withdrawn by the Declarant.

- n) **"Of Record"** shall mean recorded in the Office of the Clerk of Court for Georgetown County, South Carolina.
- o) **"Owner"** shall mean and refer to the Owner as shown by the real estate incurred in maintaining compliance with these covenants. Enforcement of these records whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Dwelling Unit, Multiple Family Tract, Development Unit Parcel or Un-subdivided Land situated upon the Property but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding for deed in lieu of any foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is Of Record a long-term contract of sale covering any lot or parcel of land within the Property, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple titleholder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given use of said property.
- p) **The "Property"** shall mean and refer to the lands in Georgetown County, South Carolina, which are known as DeBordieu Colony, as shown on Exhibit "A" attached hereto.
- q) **"Residential Lot" or "Lot"** shall mean any subdivided but unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to allow occupancy.
- r) **"Un-subdivided Land"** shall mean and refer to all land in the existing property described in, Exhibit "A" hereto, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions hereof which has not been subdivided into Residential Lots, Multiple Family Tracts, or Development Unit Parcels, through metes and bounds subdivision plats tiled and made of record. For the purposes of this Declaration. The following classifications of Property shall not be deemed "Un-subdivided Land" and shall be expressly excepted from the definition thereof.
 - 1. All lands committed to the Association through express, written notification by the Declarant to the Association of intent to convey to the Association.
 - 2. All lands designated on the Master Plan now or hereafter for intended use, or by actual use, for outdoor recreation facilities; operating farms, woodland, marsh and swamp conservancies; places of worship; community, civic and cultural clubs or facilities; libraries; nursery and other schools and instructional centers, and charitable institutions; maintenance areas; road rights of way, walkways, drainage easements and common areas.
 - 3. All lands designated, in anyway, as Common Properties.
- s) **"Use of Land"** shall mean the use designated in the deed, of conveyance of a parcel or space or by separate declaration of covenants designating the use for which any particular parcel of land is

restricted to in such declaration or incorporated by reference to a particular recorded declaration of covenants in deeds by which the Declarant has conveyed such land. Reference to "uses" of land, or description of parcels on maps, master plans, and promotional material shall not constitute a designation of use for purposes of this Declaration nor shall such reference create any obligation for the Declarant.

- t) **"Use or Used for Residential Purposes"** shall mean to be used as one's residence or normal and customary place abode and shall not include any use for business purposes as defined above. The use of a portion of a Dwelling Unit as an office may be considered a residential use if such use does not create regular customer or client traffic to and from the Dwelling Unit as determined by Declarant. No sign, symbol, logo, or nameplate identifying such business is affixed to or about the entrance to the Dwelling Unit, except where the approval of the Declarant has been given.
- u) **The "Covenants and Restrictions"** following will be referred to as the General Covenants for DeBordieu Colony and will be recorded in the Office of the Clerk of Court for Georgetown County, South Carolina, and may be incorporated by reference in deeds to residential property by reference to the Book and Page of recording.

ARTICLE II. General Covenants

Section 1. Purposes

The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Declarant in discussions with and materials submitted to Owners. The Declarant may through its Architectural Review Board, establish and amend from time to time standards and guidelines which shall be in addition to and more restrictive than these Covenants and applicable zoning.

All Residential Lots in DeBordieu Colony shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling, two (2) accessory structures which may include a detached private garage, boat house, etc., and on those lots larger than one (1) acre in size, a guest house, provided the use of such accessory structures does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business, subject to the approval of the Declarant and the provisions of the Georgetown County Zoning Ordinances.

A guest suite or like facility may be included as part of the main dwelling or accessory structure, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.

The provisions of this Section shall not prohibit the Declarant or its assignees from using a house or other dwelling units as models for its sales program. Use as a model shall be limited to display purposes except as hereinafter provided.

Section 2. Architectural and Design Review

Purpose. In order to preserve the natural beauty of DeBordieu Colony and its setting, to maintain DeBordieu Colony as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence or other structure shall be erected, placed or altered until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building, fence or other structure, drives and parking areas), landscape plan, and construction schedule shall have been approved in writing as hereinafter provided.

Objectives. Architectural and Design review shall be directed towards attaining the following objectives for DeBordieu Colony:

1. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms.
2. Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the property and with surrounding properties and structures.
3. Ensuring that the architectural design of structures and their materials and colors are visually harmonious with DeBordieu Colony's overall appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetations, and with development plans, officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.
4. Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.
5. Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants.
6. Promoting building design and construction techniques that respond to energy consumption, water conservation and environmental quality consideration such as heat loss, air emissions, and run off water quality.

Review and Approval of Plans for Construction, Additions, Alterations or Changes to Structures and Landscaping. No building, wall, fence, deck, pier, swimming pool, roof, exterior light, shore protection device or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Dwelling Unit or upon the Common Properties or Common Area, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, materials, and exterior finish), plot plan, landscape plan, and construction schedule shall have been submitted to and approved by the Architectural Review Board. The Review Board may establish rules, procedures and guidelines for carrying out the provisions of this Article. All development and construction shall also be in accordance with the requirements of the Georgetown County Zoning Ordinance. The Architectural Review Board may establish fees sufficient to cover the expense of reviewing plans and related data. Refusal of approval of plans, location or specifications may be based by Review Board upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations. No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed or

constructed residence. The Declarant may transfer architectural review authority to the Association, at Declarant's election.

Section 3. Siting

To assure that homes, buildings and other structures will be properly located so that the maximum privacy and breeze will be available to each home, building or other structure; the construction of compatible buildings or structures built within the Property; and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this Article for adjacent parcels of land and other aesthetic and environmental considerations, where the deed of conveyance or individual Plat does not specify building set-back lines from front, rear and side lines, the Declarant shall have the absolute right to control and to decide (subject to the provisions of the Georgetown County Zoning Ordinance) the precise site and location of any building or structures within the Property. The location shall be determined after reasonable opportunity is afforded the Owner to recommend a specific site.

Section 4. Minimum Size

No residence or dwelling shall be constructed on any Residential Lot unless said residence or dwelling be constructed in accordance with the minimum size requirements contained in the deed of conveyance or in restrictions filed of record subsequent hereto.

Section 5. Parking

Each Residential Lot Owner subject to these Covenants shall provide off-street space for the parking of at least two (2) automobiles prior to the occupancy of any building or structure constructed on said Residential Lot in accordance with reasonable standards established by the Review Board.

Section 6. Completion of Construction

The exterior of all homes, buildings and other structures must be completed within eighteen (18) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, walkways, Common Properties or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or by the Declarant at Owner's expense. The landscaping plan for all Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Section 7. Service Yards

Each Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks, or similar storage receptacles, electric gas meters, air conditioning

equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Section 8. Signs

No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted, the Review Board reserves the right to restrict size, color and content of such signs.

Section 9. Other Buildings and Vehicles

No mobile home, trailer, tent, recreational vehicle or other similar out-building or structure shall be placed on any Residential Lot or Development Unit Parcel at any time, either temporarily or permanently without prior approval from the Review Board or Declarant.

Section 10. Unsightly Conditions

It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 11. Lights

The design and location of all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Dwelling Unit shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Section 12. Animals

Except as otherwise allowed by Declarant, no animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any Dwelling Unit, provided said 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 a house or other dwelling or other enclosed area approved by the Declarant for the maintenance and confinement of pets. No horse may be kept on any Residential Lot without the express written permission of the Declarant, and in the event such permission is granted the Owner will be subject to such rules and regulations regarding horses as may be published from time to time by the Declarant.

Section 13. Water and Sewage.

No private water wells may be drilled or maintained and no septic tanks installed or maintained on any Residential Lot so long as the Declarant or a public service district or other governmental unit, its successors and assigns has installed a water distribution line within 100 feet of such Residential Lot with average daily water pressure in such line adequate for the normal household use in dwellings served by such distribution line, except with the written approval of the Declarant and all regulatory agencies having approval authority.

Section 14. Repairs and Hazards

Any building or other improvement on the property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 15. Offensive Activity

No noxious or offensive activity shall be carried on upon any Residential Lot, Dwelling Unit, Development Unit Parcel, Common Properties, Common Area, or any place within DeBordieu Colony, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 16. Certain Easements

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Declarant, or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the Review Board and which has been approved in writing by said Review Board. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

Section 17. Antennas

No television antenna, receiving "dish," radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of property within DeBordieu Colony, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot, or Development Unit Parcel which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except that the provisions of this Section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within DeBordieu Colony.

Section 18. Trespass

Whenever the Association or the Declarant is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 19. Parcels

No Residential Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns,

the right to replat any such lot or lots and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities, and lots.

The provisions of this Section shall not prohibit the combining of two (2) or more continuous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these Covenants. Consolidation of lots, as described above, must be approved by the Declarant, said approval to be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant from time to time, including specific provisions for the payment of assessments.

Section 20. Bridges

The Declarant expressly reserves to itself, its successors and assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walk-ways, or fixed spans across any or all natural or man-made canals, creeks, walkways, or lagoons in DeBordieu Colony. Nothing in this Section shall be construed as placing an affirmative obligation on the Declarant to provide or construct any such improvement.

Section 21. Building Height

All building heights shall be in accordance with the provisions of the Georgetown County Zoning Ordinance.

Section 22. Repurchases

When any Residential Lot, Dwelling Unit, or Development Unit Parcel within DeBordieu Colony is offered for sale by a Owner or successors in title to the Owner, the Declarant shall have the option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Owner at such time and submitted to the Declarant for verification. The Declarant shall have thirty (30) days after presentation of such offer to the Declarant to exercise this purchase option. If the Declarant declines to exercise this option, it shall execute a Waiver of Repurchase Option, said Waiver to be an instrument prepared by the Declarant, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however, such sale to a third party not be consummated within six (6) months of the date of the offer transmitted to the Declarant, the terms and limitations of this Section shall again be imposed upon any sale by the Owner. If the Declarant shall elect to purchase such property, the transactions shall be consummated within thirty (30) days following delivery of notice by Declarant to the Owner of its decision to purchase, time being of the essence.

By acceptance of the deed to the property conveyed subject to these restrictions, the grantee, its successors and assigns, hereby agrees that in the event a sale of the property is desired, to appoint Declarant, its successors or assigns, as exclusive real estate agent for such property, at the price and terms established by the grantee as Owner in such subsequent offering of said property for sale. The sales commission on the transaction shall be the then prevailing standard commission charged by DeBordieu Real Estate Company, Inc. in the listing and sales of properties in its ordinary course of business.

The resale of any Residential Lot or Dwelling Unit is restricted to the Declarant, its successors and assigns, or to a purchaser approved for membership in DeBordieu Colony Community Association, Inc., except as maybe herein provided.

In the event of the expulsion of an Owner, his heirs or assigns, from the DeBordieu Colony Community Association, Inc., pursuant to the By-Laws of said Association, or failure of a person, or persons, acquiring ownership of property by inheritance or otherwise, to be accepted for membership in DeBordieu Colony Community Association, Inc., the Declarant shall have the option to purchase such property for the fair market value.

In the event the Declarant and Owner, their respective heirs, successors or assigns, are unable to agree upon a fair market value, the price will be arbitrated by three (3) licensed real estate agents, one of whom shall be appointed by the Declarant, its successors or assigns, and one of whom shall be appointed by the Owner, his (its) heirs (successors) and assigns, and the third of whom shall be appointed by the first two. The decision of any two (2) of the real estate agents shall be binding upon all parties. In the event the Owner, his (its) heirs (successors) or assigns, shall refuse after five (5) days written notice to appoint a licensed real estate agent to act in his (its) behalf or in the event the two real estate agents are unable to agree upon a third arbitrator within five (5) days after appointment, nothing contained herein shall prevent the Declarant, its successors and assigns, from recourse to the courts to determine the fair market value of this property and enforce its rights under this provision.

Section 23. Ingress and Egress; Roadways

The Owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights or any person claiming entry rights by virtue of any relationship or permission of such Owner and successors in title) and agrees that such ingress and egress to its property may be limited to roads built by tile Declarant. Subject to the provisions of these Covenants, Owners and their mortgagees shall have access to and through the Property over the roads built by the Declarant.

The Declarant reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of toll charges for use of such roads by members of the general public, including business invitees, except dial (1) no such toll shall be applicable to any Owners, lessees, mortgagees or tenants of Owners, nor shall the toll be applicable to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Owner is with the specific permission of the Owner, or his duly authorized agent, provided, however, that this exception shall not apply to commercial or construction vehicles of any kind; (2) no such toll charge shall be applicable to guests of the Declarant; (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; (d) provided, however, that the Declarant reserves the right to limit access to the Property to the Declarant, Owners, lessees or tenants, their guests and invitees and mortgagees. If and when the roadways and streets are conveyed to the Association, the aforesaid rights may be assigned to the Association by the Declarant. The Declarant reserves the right to provide alternate access roads for construction traffic and limit traffic on such alternate roads.

Section 24. Multiple Ownership of Properties

Whether, and to what extent, multiple ownership of properties will be permitted shall be determined by Declarant from time to time and shall be subject to limitations on use of facilities, membership, manner of ownership and voting rights as determined by Declarant. Declarant expressly reserves the

right to impose different limitations on different classes of property or phases of development or different limitations on individual properties within the same or similar class or phase.

Section 25. Prohibition Against Interval Ownership

The property subject to these Covenants including any improvements thereon or to be built thereon shall not be used for or subject to any type of Vacation Time Sharing Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended. Section 27-32-10 et. seq., or any subsequent laws of this State dealing with that or similar type of ownership without the prior written consent of the Declarant, its successors and assigns.

Section 26. Access to Recreational Amenities

With the exception of those recreational amenities that may be conveyed to the Association at some future date, the Declarant reserves the sole and exclusive right to establish the rules and regulations for access to and use of all facilities, including, but not limited to, the extent and nature of guest privileges to be permitted and the costs and fees for the use of such recreational amenities.

Section 27. Lien for Assessments

In order to maintain the high standards of the subdivision, each Lot and Dwelling Unit in the subdivision will be subject to an annual assessment which shall be secured by a lien upon each Lot and Dwelling Unit until the same is paid, unless otherwise determined by Declarant.

ARTICLE III. Environmental Controls

Section 1. Topography and Vegetation

Topographic and vegetation characteristics of a Residential Lot or Development Unit Parcel shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Review Board. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

Written approval cannot be granted for any alteration of salt marsh wetland without approval from federal or state regulatory agencies, as applicable. Willful destruction of salt marsh is prohibited by law and violators are subject to a fine. Dune grass vegetation (e.g., sea oats) is protected on the outermost dune, and all efforts must be made to preserve such vegetation on back dunes.

Section 2. Tree Removal

No trees, bushes, or underbrush of any kind may be removed without the written approval of the Review Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. Declarant or Review Board reserves the right to have specimen trees preserved and to have site planning provide for their retention.

Section 3. Certain Controls

To implement effective and adequate erosion control and protect the beauty of the Property, the Declarant, its successors, assigns, and agents shall have the right to enter upon any property before or alter a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices.

To implement effective insect, reptile, and woods fire control, the Declarant, its successors, assigns, and agents have the right to enter upon any property building or structure that has been constructed thereon for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

Section 4. Erosion in Common Properties

The Declarant, its successors and assigns shall have the right, but shall not be obligated, to protect all Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant. The right is likewise reserved to the Declarant to take steps necessary to provide and insure adequate drainage ways in Common Area, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Owners.

Section 5. Operation of Motorized Vehicles on Beach and Dunes

Motorized vehicles (2, 3 or 4-wheel) are not allowed on the dunes or beach, except for emergency security or special purposes by permit only.

ARTICLE IV. Common Area

Section 1. Dedication of Common Area

In order to preserve and protect natural, scenic, historic and recreational resources, soils, wetlands game and birds in evidence on the Property, the Declarant may designate lands and/or ponds, lagoons and other bodies of water to which holds title as Common Area. In addition, the Declarant may assign, lease, transfer and otherwise dedicate to the Association, or such other non-profit associations which may be created for the benefit of Owners of property within certain areas in DeBordieu Colony, which Common Area in a manner consistent with the restrictions and obligations set forth in the instrument of conveyance. Nothing within this Section or in this Declaration places on the Declaration places on the Declarant an affirmative obligation to dedicate any areas as Common Areas or to convey same to the Association. No property shall be Common area unless it is dedicated in the following manner:

- (i) It is as such in Declaration signed and formally executed by the legal title holder of record; and
- (ii) Accompanied by a surveyor's plat reciting the number of square feet or acres of Common Area in the survey, both of which shall be recorded in the Office of the Clerk of Court for Georgetown County.

No designation of property as Common Area on a Map, Master Plan, aerial photo, unrecorded plat or drawing shall be effective as a "dedication" of such property.

Section 2. Easements in Common Areas

The Declarant reserves unto itself, its successors, assigns and agents a perpetual, alienable, and releasable easement or right to go on, over, under the ground to erect, maintain, and use electrical, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water drainage or other suitable equipment for the conveyance and use of electricity, telephone equipment, gas sewer, water drainage or other infrastructure, public conveniences or utilities in said Common Area areas and Common Properties. These reservation and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utilities installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves itself, its successors, assigns and agents the right to locate wells, pumping stations, siltation basins, and tanks within such Common Area areas and Common Properties. The Declarant reserves to itself, its successors, and assigns to the right to all surface minerals, elements, and objects found under Common Area or Common Properties and the right to remove minerals and fill dirt from all Common Area or deposit fill dirt thereon.

Section 3. Declarant's Use of Common Areas

The Declarant expressly reserves the right to itself, its successors, and assigns for so long as it retains ownership of any properties within DeBordieu Colony, every reasonable use and enjoyment of Common Properties in a manner not inconsistent with the provisions of this Declaration including but not limited to the use as sewage effluent spray areas and soil borrow pits.

Section 4. Affirmative Obligations of the Declarant

It is expressly understood and agreed that the granting herein of easements pertaining to Common Area and Common Properties and the reservation by the Declarant of rights pertinent thereto in no way places a burden of affirmative action on the Declarant and the Declarant is not bound to make any of the improvements noted herein, or to extend to any Owner any service of any kind, except as such as may be consented to by the Declarant on its own behalf and may be undertaken as the expense of the Association, other such association or the Owner, as the case may be.

Section 5. Offensive Materials in Common Area and Common Properties

No trash, garbage, sewage, sawdust, building materials or any unsightly or offensive material shall be placed upon Common Area or Common Property, except this provision shall not apply to any waste treatment facility, maintenance areas or water towers established on the Property by the Declarant.

ARTICLE V. Special Restrictions Affecting and Woodland Residential Areas

Section 1. Water Front Property

In order to preserve the natural appearance and scenic beauty of the property, there is hereby established a construction and clearing restricted zone on all lots fronting on marshlands, inland ponds, lakes, and waterways. The portion of any marshland lot located between the lot line and the mean high water mark shall not be cleared or maintained without approval by the Declarant.

Section 2. Docks

Owners of lots fronting on the property described in Section 1 above shall not erect docks or boat houses upon their lots and the trust property or Common Area located between the outer boundary of their lots and contiguous to the same and the high water mark except with regulations promulgated by the Declarant and upon compliance with all governmental regulations, laws, and ordinances and approval from agencies having approval authority.

Section 3. Maintenance of Docks

All Owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives in an attractive manner. The Declarant shall be the judge as to whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Declarant notifies the particular Owner in writing that said dock and/or boat house fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Declarant, and that failing to so remedy such conditions, the Owners hereby covenant and agree that the Declarant may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense, solely, of the Lot Owner in question.

Section 4. Trespass

Whenever the Declarant is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

Section 5. Ocean Front Property

The Declarant for itself, its successors and assigns does hereby covenant and agree that the areas extending from the mean high water mark of the Atlantic Ocean (as such mark may vary from time to time) to the front lot lines of subdivided residential "ocean front" lots shall remain basically in their current, natural state of existence without any man-made structures or improvements being erected thereon, except as may be permitted by the Declarant and constructed in compliance with applicable regulations of the South Carolina Coastal Council, or any other local, state or federal government department or agency having jurisdiction. This covenant shall run with and be for the benefit of the aforesaid subdivided residential "ocean front" lots, and shall not be subject to the amendment provisions of Article VII hereof.

Section 6. Alteration of Shorelines

The shoreline of lots bordering on canals, lakes, the ocean or any body of water may not be altered in any manner, including but not limited to bulkheading or shore protecting measures and digging of slips, without the express written permission of the Declarant, and the Declarant reserves the right to prescribe the manner of and the materials to be used.

Section 7. Use of Waterways

The manner in which lakes, canals and waterways, either natural or manmade within DeBordieu Colony including, but not limited to, the use/construction of boats and dock, may be used will be at the sole discretion of the Declarant.

ARTICLE VI. Special Restrictions Affecting Golf Fairway Areas

Section 1. Landscaping Plan for Golf Fairway Lots

The landscaping plan for the areas of any Residential Lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Declarant, its agents, successors and assigns.

Section 2. Golf Course Maintenance Easement Area

There is reserved to the Declarant, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of any golf course(s) built in DeBordieu Colony. This reserved easement shall permit the Declarant, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, slumps, trash or debris, planting of grass, watering, application of fertilizer and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such Lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Declarant a landscaping plan for such Lot by the owner thereof, or alternatively, a residence constructed on the Lot. No fence or other obstruction shall be built on the rear boundary of the Lot facing on the fairway, which would prevent the retrieving of balls from such lot.

Section 3. Golf Course Play Easement

Until such time as a residence is constructed on a lot, the Declarant, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered player or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway Lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Declarant.

Section 4. Owners of Golf Fairway Lots

Owners of Golf Fairway Lots shall be obligated to refrain from any actions which would detract from the playing qualities of the DeBordieu Golf Course or the development of an attractive overall

landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

ARTICLE VII. Additions, limitations, duration, and violation of covenants

Section 1.

All covenants, restrictions and affirmative obligations set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, other Declarant for a period of twenty-five (25) years from the execution date of the Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by an instrument signed by the then Owners of two-thirds (2/3) of Residential Lots and Family Dwelling Units in the Property.

Section 2.

The Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion, from the date hereof until January 1, 1991. Thereafter, if expressly authorized by Declarant, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Owners at a duly called meeting and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Owner at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Declarant shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than thirty (30) days after the date of the meeting of the Owner at which such amendment was adopted) the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

The quorum required for any action authorized to be taken by the Owner under this Section 2 shall be as follows: The first time any meeting of the Owners is called to take action under this Section 2, the presence at the meeting of the Owners or proxies entitled to cast sixty (60%) percent of the total vote of the ownership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Owners or proxies entitled to cast fifty (50%) percent of the total vote.

Section 3.

In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any other Owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or hereof in any event.

The Declarant may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these covenants.

Violators shall be obligated to reimburse the Declarant in full for all its direct and indirect costs, including but not limited to legal fees incurred in maintaining compliance with these Covenants. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants. The failure to enforce any rights, reservations, restrictions, or conditions contained herein, however long continued, shall not be deemed a waiver of this right to so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Section 4.

Should any Covenants or Restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5.

In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best tend toward the consummation of the general plan of development of the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existing of any zoning ordinance, which allows a less restricted use of the Property.

In Witness Whereof, North Inlet Corporation has caused these presents to be executed by its duly and authorized officers this 2nd day of May, 1986.

WITNESS:

NORTH INLET CORPORATION,
a South Carolina Corporation

Richard H. Rockefeller
[Signature]

By: [Signature]

Attest: Wallace Stut

State of South Carolina)
)
County of Georgetown)

Probate

Personally appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named NORTH INLET CORPORATION, by its President and Assistant Secretary, sign, seal and as its act and deed deliver the foregoing Declaration of Covenants and Restrictions, and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Richard H Rockefeller

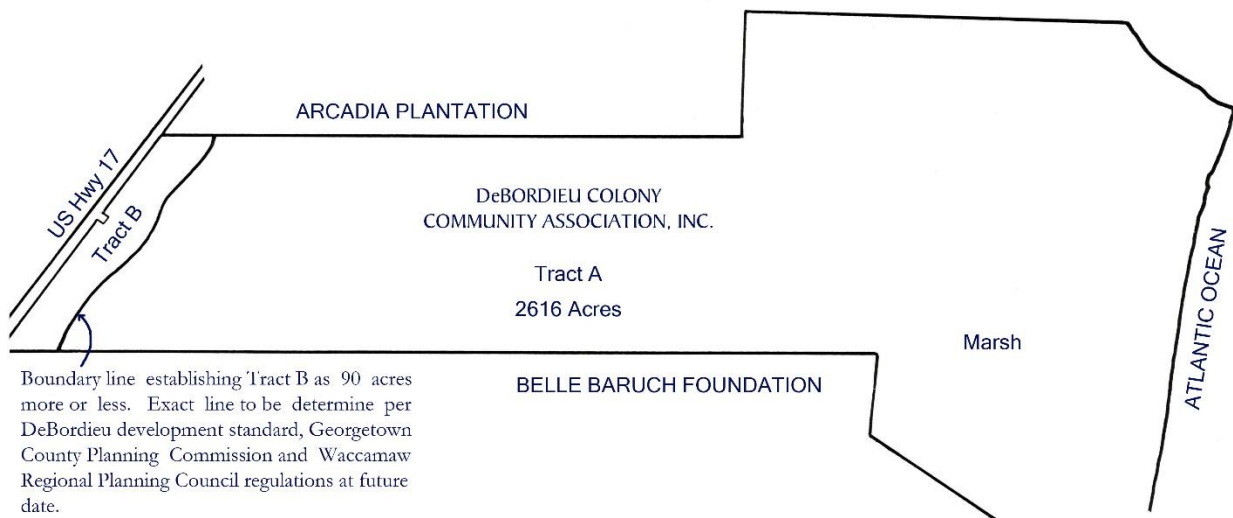
SWORN to and subscribed before me this 2nd day of May, 1986.

[Signature]
Notary Public for South Carolina

My Commission Expires: July 9, 1990

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying or being in the Country of Georgetown, State of South Carolina, and being more particularly shown on a seven page property survey prepared for North Inlet Corporation by Post, Buckley, Schuh and Jernigan, Inc. dated September 20, 1985, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 6 at pages 72-82, said tract of land containing 2473.33 acres, more or less, and including all property shown within the boundaries shown on the property surveyed including, but not limited to, roadways, marshes, creeks, channels and all other areas shown for use as walks, can paths, drainage and reserved areas. Saving and excepting 90 acres more or less adjacent to the western boundary of the subject tract, the exact configuration to be determined at a future date per DeBordieu Planned Unit Development Standards, Georgetown County Planning Commission and Waccamaw Regional Planning Council ordinances and regulations.



Map of DeBordieu surveyed for North Inlet Corporation
by Post, Buckley, Schuh, & Jernigan, Inc.
Dated September 20, 1985

Amendments of Covenants and Restrictions and Termination of Options and Exclusive Rights

THIS AMENDMENT OF COVENANTS AND RESTRICTIONS AND TERMINATION OF OPTIONS AND EXCLUSIVE RIGHTS (“*Amendment and Termination*”) is executed to be effective as of the 14th day of April, 2014.

WHEREAS, DeBordieu Colony Community Association, Inc. (the “*DCCA*” and sometimes, the “*Association*”), as a party plaintiff, and Debidue Creek, LLC, Town Creek, LLC, DeBordieu Colony Real Estate, Inc. and DeBordieu Property Owners Buyout Group Limited Partnership (collectively, the “*Blanket Assignors*”), as defendant parties, along with others, are parties to that certain Settlement Agreement dated October 9, 2008, executed and delivered in connection with Civil Action No.: 2006-CP-22-1190, (the “*Settlement Agreement*”); and

WHEREAS, by virtue of Assignment dated May 15, 2009, recorded in the ROD Office for Georgetown County, South Carolina in Book 1238, page 326 (the “*Blanket Assignment*”), the Blanket Assignors assigned to the DCCA, all their right title and interest in and to the “*All Inclusive Declarant Rights*,” and

WHEREAS, included within the All Inclusive Declarant Rights assigned by the Blanket Assignors under the Blanket Assignment, without limitation, were any and all rights of first refusal, option rights, exclusive listing rights or similar rights held by the Blanket Assignors and pertaining to lots within DeBordieu Colony (collectively, and whether assigned in the Blanket Assignment or otherwise now existing, the “*Options and Exclusive Rights*”); and

WHEREAS, as contemplated by the Settlement Agreement, and by virtue of Assignment dated May 15, 2009, recorded in the ROD Office for Georgetown County, South Carolina in Book 1238, page 334 (the “*Section 22 Assignment*”), the DCCA assigned to DCRE, all of its right, title and interest, if any, in and to certain of the Options and Exclusive Rights arising under Article II, Section 22 of the Covenants and Restrictions for DeBordieu Colony (the “*Declaration*”) dated May 2, 1996, recorded in the ROD Office for Georgetown County, South Carolina in Book 235, page 805 (the “*Section 22 Assigned Rights*”); and

WHEREAS, under additional terms in the Settlement Agreement, it was stipulated the Section 22 Assigned Rights would, despite such assignment, expire “if the Declaration is duly amended to remove such purported rights;” and

WHEREAS, at a Special Meeting of the Owners of the Association duly called and conducted on March 15, 2014 (the “*Special Meeting*”), a proposal was passed authorizing the Association to amend the Declaration and take further action as necessary to terminate forever the Options and Exclusive Rights.

NOW, THEREFORE, for and in consideration of the foregoing premises, the DCCA hereby makes the following declarations:

1. **Amendment and Termination.** The Declaration is hereby amended, by deleting therefrom, Article II, Section 22 in its entirety; and the Options and Exclusive Rights are hereby forever terminated and extinguished, and shall, henceforth, be of no further force or effect.

2. **Survival of Remainder of Declaration.** Except as expressly set forth herein, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment and Termination to be effective as of the day, month, and year first set forth above.

DEBORDIEU COLONY COMMUNITY ASSOCIATION, INC.

Witnesses:

Stephanie D. Johnson
Wanda J. Prevatte

By: William D. Rose
Print Name: William D. Rose
Title: President
[SEAL]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) ss.

Personally appeared before me the undersigned witness and made oath that s/he saw the above-named Debordieu Colony Community Association, by William D. Rose its President, sign, seal, and as the act and deed of said company, deliver the within written Amendment and Termination for the uses and purposes therein mentioned, and that s/he with the other witnesses subscribed above witnessed the execution thereof and subscribed their names as witnesses thereto.

Stephanie D. Johnson

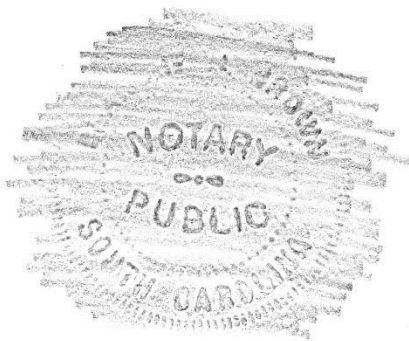
SWORN to and subscribed before me this 21st day of May, A.D. 2014

Instrument 201400004269 Book Page 2367 172

Blanche Brown
Notary Public in and for said County and State

My Commission Expires:

January 29, 2018



139636 Debordieu Colony Comm Assn
201400004269
Filed for Record in GEORGETOWN SC
WANDA PREVATTE, REGISTER OF DEEDS
05-21-2014 At 02:36:28 pm.
AMENDMENT 8.00
Book 2367 Page 170 - 172

Wanda J. Prevatte

DM: 2335504 V.4
5/13/14

