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Lakeshore Homeowner’s Association, Inc.

Amended Covenants

Whereas the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Lakeshore Subdivision (“restrictive covenants”), dated March 2, 1991, was recorded in the Office of the Register of Deeds (“ROD”) for Charleston County in Book O224 at Page 060; and,

Whereas the restrictive covenants were subsequently supplemented, amended, and restated, with the most recent restatement, entitled “Lakeshore Homeowner’s Association Inc., Amended Covenants” dated January 24, 2019, and recorded in the ROD Office for Charleston County on February 12, 2019, in Book 0777 at Page 190; and,

Whereas the restrictive covenants provide for amendment by a majority vote of eligible owners; and,

Whereas the required percentage of eligible owners has voted and approved the amendments contained herein;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that t Lakeshore Homeowners Association, Inc. ("LHA"), as successor to the developer and declarant of the restrictive covenants, hereby amends the prior restrictive covenants and amendments thereto applicable to all of the real property and lots in the Lakeshore Subdivision as set forth herein.

BACKGROUND

The Lakeshore Subdivision is located off Rifle Range Road in Mount Pleasant (Charleston County), South Carolina.

The Lakeshore Subdivision consists of 82 lots for single-family homes.

The lots in the Lakeshore Subdivision were platted and developed in separate phases, specifically Phase I, Phase II Section A, Phase II Section B, Phase II Section C, Phase III, and Phase IV.

PROPERTY SUBJECT TO THESE RESTRICTIVE COVENANTS

The following real property and lots in the Lakeshore Subdivision shall be held, transferred, sold, conveyed, leased, and occupied subject to these restrictive covenants:

- a. The real property as shown on a certain plat entitled "FINAL PLAT OF LAKESHORE SUBDIVISION, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY HCC LIMITED PARTNERSHIP," prepared by PRECISION LAND SURVEYING CO., dated February 9, 1993, and thereafter recorded in the Register of Deeds (“ROD”) Office for Charleston County in Plat Book CL at Page 81. Said Phase I of Lakeshore contains sixteen lots, being Lots 1-8, 38-42, and 47-49, as shown thereon.

b. The real property as shown on a certain plat entitled "FINAL PLAT OF LAKESHORE SUBDIVISION PHASE II SECTION A, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY HCC LIMITED PARTNERSHIP," prepared by PRECISION LAND SURVEYING CO., Registered Land Surveyors, dated May 3, 1993, and thereafter recorded in the ROD Office for Charleston County in Plat Book CM at Page 142. Said Phase II Section A of the Lakeshore Subdivision contains seventeen lots, being Lots #25-37 and 43-46, as shown thereon.

c. The real property as shown on a certain plat entitled "FINAL PLAT OF LAKESHORE SUBDIVISION PHASE II SECTION B, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY HCC LIMITED PARTNERSHIP", prepared by PRECISION LAND SURVEYING CO., Registered Land Surveyors, dated July 7, 1993 and thereafter recorded in the ROD Office for Charleston County on August 13, 1993, in Plat Book CN at Page 115. Said Phase II Section B of the Lakeshore Subdivision contains ten lots, being Lots #15-24 as shown thereon.

d. The real property as shown on a certain plat entitled "FINAL PLAT OF LAKESHORE SUBDIVISION PHASE II SECTION C, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY HCC LIMITED PARTNERSHIP," prepared by ARC SURVEYING CO., Registered Land Surveyors, dated May 6, 1994, and thereafter recorded in the ROD Office for Charleston County in Plat Book EA at Page 8 and EA at Page 9. Said Phase II Section C of the Lakeshore Subdivision contains five lots, being Lots #10-13 and 14 as shown thereon.

e. The real property as shown on two plats entitled "FINAL PLAT OF LAKESHORE SUBDIVISION PHASE III, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY HCC LIMITED PARTNERSHIP," prepared by ARC SURVEYING CO., Registered Land Surveyor, dated September 8, 1994, and thereafter recorded in the ROD Office for Charleston County in Plat Book EA at Page 205 on September 12, 1994. Said Phase III of the Lakeshore Subdivision contains nineteen lots, being Lots #9 and 50-67 as shown thereon.

f. The real property as shown on a plat entitled "FINAL PLAT OF LAKESHORE SUBDIVISION PHASE IV, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, OWNED BY LAKESHORE INVESTMENTS, LLC, prepared by ARC SURVEYING CO., Registered Land Surveyors, dated March 13, 2001, and thereafter recorded in the ROD Office for Charleston County in Plat Book EF at Page 154. Said Phase IV of the Lakeshore Subdivision contains fifteen lots, being Lots #1-15 as shown thereon.

DEFINITIONS

"LOT" shall mean any residential building lot as shown on the plats of the Lakeshore Subdivision referenced above and shall include any dwelling thereon when the context requires such construction.

"OWNER" shall mean and refer to the recorded owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee

unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "owner" mean or refer to any lessee or tenant of an owner.

"LHA" shall mean the Lakeshore Homeowners Association, Inc.

"ARB" shall mean the Architectural Review Board of the LHA.

COMPULSORY MEMBERSHIP IN LAKESHORE HOMEOWNERS ASSOCIATION, INC.

The LHA is a non-profit mutual benefit corporation formed and incorporated under the laws of the State of South Carolina. The function of the LHA shall be the enforcement of these restrictive covenants and the collection of assessments as a vehicle to ensure the preservation of values and the quality of life in the Lakeshore Subdivision, and to ensure that the Lakeshore Subdivision is maintained in an attractive, slightly condition, including without limitation lots, green areas, bodies of water, entrance area, signs, lighting, etc.

Each owner of any lot, by acceptance of a deed or other conveyance therefore, whether or not it be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to all terms, conditions, charges, liens, and provisions set forth in these restrictive covenants.

The LHA shall be governed by its bylaws. In the event of conflict between the bylaws and these restrictive covenants, these restrictive covenants shall control. A copy of the bylaws and a copy of these restrictive covenants shall be provided to a lot owner upon request.

Every lot owner shall become a member of the LHA by virtue of ownership of a lot in the Lakeshore Subdivision, and every lot owner is required to remain a member of LHA so long as a lot, or an interest therein, is owned. By virtue of lot ownership, each lot owner shall be compelled to pay a capital assessment upon purchase, annual assessments, the same for each lot, together with any special assessments, in an amount and on the due date established by the LHA in accordance with its Bylaws. Unpaid annual, capital, and special assessments shall become and remain a lien upon the lot.

Each lot owner shall be entitled to one vote for each lot owned. If a lot is owned by two or more persons or entities, only one vote may be cast for each such lot, and fractional voting shall not be allowed. The voting right of a lot owner shall be suspended during the period the lot owner owes LHA any unpaid assessments.

RESIDENTIAL USE OF PROPERTY

All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than one single family dwelling, and any accessory structures customarily incident to the residential use of such lots, saving and excepting any such lot acquired by the LHA and which may be developed for a specific purpose.

Not more than one family may occupy any dwelling. A "family" shall mean any number of persons related by blood or marriage and living together as a single housekeeping unit, plus not more than two unrelated roomers, boarders, or domestic servants; or not more than 3 unrelated

persons living in a dwelling. Regular overnight visitors shall be considered living in the dwelling.

SWIMMING POOLS, WALLS, AND FENCES

In-ground Swimming Pools are permitted as long as they do not interfere with setback lines. Swimming Pools must be approved by the ARB prior to installation.

Boundary hedges may be grown, but not closer than three feet from the street right-of-way to the rear property line. Fences, boundary walls, and hedges shall not exceed four feet in height without ARB approval. All fences must be approved, in writing, by the ARB as to materials, size and location prior to construction.

The cement/stucco wall bordering Rifle Range Road and certain lots within the Lakeshore Subdivision, as well as the wooden fence bordering LHA property at the entrance to the subdivision on Southlake Drive, shall be maintained by the LHA and kept in reasonable repair. All other fences and walls within Lakeshore Subdivision will be maintained and kept in reasonable repair by the owner of the individual lots on which the fence is located.

SUBDIVISION OF LOTS

No portion of any lot shall be sold or conveyed except in the case of a vacant lot, the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form a single building lot. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot if subdivided. No lot shall be split, divided or subdivided for sale, resale, gifts, transfer, or otherwise without the prior written consent of the Architectural Review Board except as provided in this section.

CORNER LOTS

On all corner lots, the front lot line shall be construed as the lot line on which the house faces. A house may, if desired, be situated diagonally on a lot.

EXTERIORS

All dwellings or other structures to be erected in the Lakeshore Subdivision shall have an exterior finish of brick veneer, except that cornices, gables, and cantilevered second story may be wood, aluminum, or vinyl. The same materials utilized for the exterior and roof of the residence shall also be used for the garage and any other structure erected on the premises.

ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the lots with neither canal frontage nor lake frontage unless said residence or dwelling be constructed with a minimum of sixteen-hundred-fifty square feet of total heated and cooled enclosed dwelling area. Window heating or air-conditioning units are not permitted and will not be allowed to remain on any dwelling. All lots on canals or lakes shall have a minimum square footage of two thousand square feet for any enclosed dwelling. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios, and like area. If the

finished room over the garage or if a one and one-half story dwelling is used in calculating the minimum square footage, all measurements will be taken in areas with a minimum ceiling height of seven feet. In order to gain approval for construction of any house, the same shall include at least a double car garage, with door or doors. All garage doors shall be equipped with a functioning electronically operated, remote controlled opening and closing device. All garage doors shall be closed except when entering or exiting garage.

ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to the exterior of any structures, building, fence, wall, drive, or improvements of any nature shall be commenced without first obtaining the written approval of the ARB 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 in such form and include such content as specified in these restrictive covenants and in Architectural Guidelines for the Lakeshore Subdivision. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB or owners shall be entitled to stop construction in violation of these covenants in accordance with one or more of the clauses below.

In the event the ARB shall disapprove any plans for a home or modifications based solely on aesthetic consideration, the owner of the lot desiring the disapproved structure may appeal to the LHA Board of Directors. The appeal process shall be conducted by negotiation. Negotiation is a voluntary and informal process in which parties identify issues of concern, explore options for the resolution of the issues, and search for a mutually acceptable agreement to resolve the issues raised. The disputing parties may be represented by the builder, architect and attorneys in negotiation. At the conclusion of negotiations, the Board shall make a binding and final decision as to whether or not the negotiated agreement be approved or disapproved based on aesthetic consideration, a majority of the Board being necessary for approval or disapproval.

From such final decision, the ARB, the LHA, and lot owner shall have no further right of appeal. A written, final decision from the LHA Board of Directors shall, in all cases, be rendered within sixty days from the date of appeal.

The ARB shall be and shall remain as a standing arm or committee of the LHA. The ARB shall be comprised of three to five members, each and every one of whom must be a property owner in Lakeshore. A majority of members shall constitute a quorum. In the event that any property owner shall submit for ARB approval, any plans of a structure to be built and the ARB shall not have approved nor disapproved said structure within thirty days of such submission, the same shall be deemed as automatically approved as surely as if the same had been stamped and returned to the property owner.

COMPLETION OF CONSTRUCTION

All homes and other structures must be completed within nine months after the date of the construction of 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. This does not preclude a builder of speculative homes from leaving floors, walls, or countertops unfinished until sold.

OBSTRUCTION TO VIEW AT INTERSECTION AND MAILBOXES

The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved prior to construction by the ARB.

It shall be required that all mailboxes, mailbox posts, etc. be of uniform shape, size, height, color and design which shall be approved by the ARB. Residents are responsible for painting and maintenance of mailbox posts. All mailboxes shall be black, and mailbox posts shall be painted in colors that match paint from Lowe's Home Improvement for Post: Gray - Valspar Ultra-Premium Base 1, 4004-1A Tempered Grey Exterior Satin, 101-2 107-1, 105-6; Number Plates: Blue - Valspar Ultra-Premium Base 4, 101-8, 102-1Y41-5, 113-20, 115-35 Manual Dispense 101-2 added to make darker; and Numbers: Exterior Satin Finish White. If the original mailbox post is damaged and can no longer be used, it is acceptable to install a replacement post in the gothic style similar to Lowe's #489040 or Home Depot #326688. The number boards should be salvaged from the original post and installed on the new one unless they are badly damaged, then replace in a matching style. Case by case exceptions may be permitted by the ARB only after submission of a detailed rendering or photograph for approval of such proposed deviation.

No owner may plant or allow to remain on the street right-of-way between the front street line and the owner's lot line any vegetation which impedes normal view and progress in the street right-of-way and/or any vegetation which in any way overhangs any portion of the street itself, saving and excepting trees existing prior to January 1, 1987.

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.

SIGN BOARDS

No signboards shall be displayed except "For Sale", or "For Rent" which signs shall not exceed two feet by three feet in size. No more than one such sign shall be displayed on anyone lot at the same time. No sign or any part thereof shall be place at a height of more than four feet above the established grade. No political or advertising signs are allowed.

ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property which can be seen from the street and only customary receiving

antenna which shall not exceed ten 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 freestanding antenna. Satellite or other type dish antennas shall be allowed on a lot with approval by the ARB, in writing, providing it is not visible from the front or side street; the ARB may require screening prior to approval.

SOLAR PANELS

Solar Panels are permitted upon approval by the ARB and within the following parameters:

- Panels must be installed on the roof.
- Panels must be black and blend into the roof.
- Panels should not be installed on the front elevation of the home but will be permitted on the sides and rear of the home.
- Panels must be maintained and kept in good repair by the homeowner.

This covenant does not guarantee that every home in Lakeshore will meet the energy requirements to place solar panels on any specific Lakeshore home.

MINING

No lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of or any other exploitation of subsurface natural resources, with the sole exception of subsurface water. This clause does not limit dredging and cleaning of the canals and retention ponds.

AIR AND WATER POLLUTION

No use of any lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, including requirements of federal, state and local law and any regulations thereunder applicable to the property. **NO WASTE OR ANY SUBSTANCE OR MATERIALS OF ANY KIND SHALL BE DISCHARGED INTO THE LAKE, PONDS, CANALS, MARSHES, OR STORM DRAINS WITHIN LAKESHORE SUBDIVISION OR ADJACENT THERETO. NO PERSON SHALL DUMP ANY GARBAGE, TRASH, OR OTHER REFUSE INTO ANY OF THE WATERWAYS ON OR IMMEDIATELY ADJACENT TO THE PROPERTY.**

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 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 construction, sites are to be kept free of any unsightly accumulation of rubbish and scrap materials, which shall not be allowed to blow in the wind. Trailers, 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. The owner and contractor shall jointly be

liable for construction debris allowed to blow into the canals, lake or adjacent property. If such debris is not removed within twenty-four hours of notice, the LHA may have the same removed and the cost shall become a lien on the property from which the debris came. All trees taken down will be removed within one week, except hardwood cut for firewood.

GARBAGE / REFUSE COLLECTION, CONCEALMENT OF OUTDOOR UTILITIES

Garbage cans, equipment, wood storage piles, etc. shall be walled in or otherwise screened to conceal them from the view of neighboring lots or streets. No cans, boxes or refuse of any kind may be placed on the curb for pick up prior to the evening before the specified day of pick up by the Town of Mount Pleasant Waste Management Division. Exceptions will be allowed four (4) times per calendar year per lot. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or screened from view. Air conditioning units must be screened from street view. All screening must be approved in advance by the ARB.

ANIMALS

No animals, reptiles, worms, rodents, birds, fish, livestock, or poultry shall be raised, bred or maintained on any lot, with the exception that domestic dogs, cats, fish, and birds inside bird cages, may be kept as household pets within any structure upon a lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. Each person bringing or keeping a pet upon any lands described on the plats of Lakeshore Subdivision shall be absolutely liable to each and all other owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises. Dog owners and handlers shall be required to clean up after the animal if said animal has defecated. Any property owner seeing a loose dog will be expected to call the Mount Pleasant Police Department Animal Control Officer to effect removal of same.

PROHIBITION OF COMMERCIAL USE OR NUISANCE

No trade, business, hobby or profession of any kind which may increase vehicular traffic, emit pollutants, noise, vibrations, or scrap or in which the practice is observable to neighbors, nor any building or structures designed or intended for any purpose connected with any trade, business, hobby or profession shall be permitted upon any lot.

No permanently or temporarily marked business vehicle shall be parked overnight where the logo or signage is visible from the street.

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 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 or be visible from the street.

CHANGING ELEVATIONS AND WELLS

No elevation changes shall be permitted which materially affects the surface grade of surrounding lots. No individual water supply system shall be permitted except for irrigation, or other non-domestic use.

EASEMENTS AND SETBACKS

Easements

In addition to those easements shown on the plats referenced herein, and not as any limitation thereof, an easement on each lot is hereby reserved by the LHA and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten feet in width, parallel and contiguous with the rear or back water line of each lot adjacent to the lake, pond, or canal and seven-and-one-half feet for each non-lake, non-pond and non-canal lot, and along, over, under and upon a strip of land seven-and-one-half 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 such lot and all improvements in it shall be maintained continuously by the owner, except for those improvements which a public authority or utility company is responsible. For the purpose of this covenant, the LHA 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. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the LHA, provided, however, local service from utilities within easement areas to residences constructed upon any lots may be established without first obtaining separate consents therefore from the LHA.

The owner of the lot burdened by an easement shall be responsible for the cost of removing and replacing plantings, fencing, and any other improvements installed in an easement if required to provide access to, or use of, the easement by the owner of the easement.

Nothing in this section to the contrary withstanding, the LHA 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 easements for each lot. Such agreement, shall upon execution, be filed with the ROD Office of Charleston County and shall without the necessity of further actions, constitute an amendment of these restrictive covenants and become a part of these restrictive 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.

Setbacks

The setback lines shall be seven-and-one-half feet on the sides and twenty feet on the front and rear of each lot. No building or other structure, of any type, shall be located on any residential

building lot without the prior written approval of the ARB. No house, porch, deck or other structure, above or below grade, may be constructed within ten feet of a canal bulkhead.

LAWN AND OTHER MAINTENANCE REQUIRED BY OWNER

Each owner shall keep all lots owned by him or her, and all improvements therein or thereon, in good order and repair, including but not by way of limitations, the seeding, watering, and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate 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-inches on any lot at any time. The LHA will notify the owner of any violation. If not corrected within fourteen days, the LHA may have same done and the cost will become a lien upon the property. All lots shall be required to have the yards sodded solid from the curb at the street to the rear of the home. This shall be accomplished immediately upon completion of the home for which a certificate of occupancy has been issued during the months of March through October. Homes completed from November through February may wait until March to install the sod. The owner is given the right to allocate a maximum of thirty-five (35%) percent (exclusive of walks and drives) to flower beds. The same shall be planted and covered. Examples of appropriate coverings include pine straw, mulch, and chips. Allowances for the planting season will be made, but the area to be planted must be appropriately covered immediately. Any area larger than 35 percent for planting must be specifically approved by the ARB.

OUTSIDE DRYING

No clothing or other household fabrics shall be hung in the open on any lot.

TREE REMOVAL

No tree shall be removed from any lot without prior written approval of the ARB and, if required, by the Town of Mount Pleasant. The ARB shall have the authority to require any owner removing a tree in violation of this provision to replace such tree with one of comparable size and of the same variety at the owner's expense. In the case of fallen or removed trees, and in the case of heavy pruning, all debris from the tree shall be removed from the lot, and stumps removed or cut below ground level, within one week.

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 thereof. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance per se. Continuous barking should be reported to the Mount Pleasant Police Department Animal Control Officer.

PARKING RESTRICTIONS, USE OF GARAGES, AND YARD SALES

No resident motor vehicle shall be parked or left on any street overnight or on any property shown on the plats of Lakeshore Subdivision, other than on a driveway. Garage doors shall remain closed at all times except when entering or exiting. The LHA permits one community garage sale per year with one rain date; no individual garage sales, patio sales, or yard sales shall occur, be held, or permitted at any time on any lot.

OTHER VEHICLE AND TRAILER PARKING

No trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, boat or boat trailer, 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 parked, whether on any street, or on any lot (enclosed garages excepted) or on any other property within Lakeshore Subdivision unless such area has been specifically designated for such purpose by the LHA. This shall not be construed to mean that the LHA shall be obligated to supply such storage or parking areas. 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. No such vehicle shall be openly stored in any area other than that designated by the Association for the purpose of 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 Lakeshore Subdivision.

MOTORCYCLES, DIRT BIKES, ALL TERRAIN VEHICLES, MOPEDS, BICYCLES, AND GOLF CARTS

No all-terrain vehicles, regardless of whether or not the same shall have three, four, six or more wheels, or "dirt bikes", shall operate on any of the lots, common areas or streets within Lakeshore Subdivision. Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles, and scooters shall be allowed. Electric or gasoline golf carts may be used within the subdivision. Gasoline powered go-carts and skateboards are prohibited. No motorcycle may operate within the Lakeshore Subdivision unless the same is fully street licensed. No person may operate a motorized vehicle of any type within the Lakeshore Subdivision, including vehicles otherwise permitted in this section, unless the operator possesses a current valid driver's license.

DELIVERY OF NOTICES AND DOCUMENTS

Delivery to the LHA or the ARB. All papers and instruments required to be filed with or submitted to the LHA or the ARB shall be sent by certified mail to:

Lakeshore Homeowners Association, Inc. Post Office Box 805, Mount Pleasant, SC 29465-0805.

Delivery to Owners. ALL PERSONS OR ENTITIES WHO OWN OR ACQUIRE TITLE TO A LOT (UNLESS MERELY AS SECURITY FOR A DEBT, SUCH AS A MORTGAGEE) SHALL KEEP THE LHA AT ALL TIME PROMPTLY INFORMED OF THEIR IDENTITY, CURRENT MAILING ADDRESS, AND THE DATE UPON AND THE MANNER IN WHICH TITLE WAS ACQUIRED. Multiple owners of a single lot shall provide the LHA with the name

and mailing address of one owner for purposes of delivery of notices and documents. All notices and documents shall be deemed delivered to an owner by placing a copy of the notice or document at the front door of the dwelling on the owner's lot in the Lakeshore Subdivision or, in the alternative, by placing a copy in the United States Mail, Postage Prepaid, addressed to the owner at the address of the owner's lot in the Lakeshore Subdivision, unless the owner has previously provided the Board of Directors of the LHA with written notice of another address for delivery of notices and documents, which may include email message if the Owner has provided such contact information to the Association and has elected this method as the primary means of delivery.

BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No basketball goals, volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the rear building line of any lot.

VIOLATION

If a lot is maintained in violation of these restrictive covenants, then the LHA shall deliver to the owner a written notice identifying the nature and date of the violation. If the owner has not taken reasonable steps to remedy the violation within ten-days from the date of the notice, then the LHA shall have the right to proceed to remedy the violation by any one or more of the following means:

1. Entering the lot to correct the violation. This right of the LHA to enter a lot to remedy a violation includes without limitation the right to mow, clean or repair unkempt yards and structures, and tow improperly parked cars, trucks, boats, trailers, and other vehicles. The cost of such correction shall be at the expense of the owner. Any such entry shall not be deemed a trespass.
2. Charging the owner a fine of \$25 dollars for the violation. If an owner fails to correct the violation within five days from the date of the first fine, or if the same violation occurs again within one year from the date of the notice of the first violation, then without further notice, the LHA shall have the right to charge an additional \$25.00 fine for each day that the violation exists, with continuing violations subject to increased fines at the discretion of the LHA. Fines shall be issued via a written statement informing the owner of the date and nature of the violation and the amount of the fine. Fines shall be due and payable upon receipt.
3. If bringing an action at law or equity to restrain the violation and recover damages for the violation, the LHA shall be entitled to recover its reasonable attorney's fees, costs, and any other out-of-pocket expenses that the LHA may reasonably and necessarily incur in connection with bringing such an action.

Unpaid fines, attorney's fees, costs, and any other out-of-pocket expenses of the LHA that an owner is obligated to pay as a result of the owner's violation of these restrictive covenants shall be considered part of the assessment owed for the owner's lot and shall become and remain a lien upon the lot until paid in full.

VACATION, TIME SHARING OR SHORT-TERM RENTAL PROHIBITED, LONG-TERM LEASING REQUIREMENTS

No dwelling on any lot may be used for any vacation or timesharing plan as contemplated in Title 27 - Property and Conveyances, Chapter 32 - Vacation Time Sharing Plans, Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

No dwelling on any Lot may be used for any short-term rentals ("STR") of any kind, including without limitation, STR arranged through online websites and listing or booking platforms or services.

Restrictions of this section do not limit the Owner from long-term rental or lease of not less than ninety (90) days nor apply to rental by Seller or Buyer during the transition period of a property sale.

An Owner who wishes to lease their home must meet the following requirements, and the lease shall be subject to these requirements whether written in the lease or not: all leases must be in writing, the lease must be for the entire property unless the Owner remains in occupancy, all leases shall be subject to the Covenants and Bylaws of the Association, and the Association shall be notified of the names of all tenants and family members occupying the property and provided a copy of the lease.

The Owner shall provide a copy of the Covenants and Bylaws of the Association to the tenant. The Owner is responsible for actions of the tenant within the Lakeshore Subdivision. Failure of the tenant to comply with the Covenants and Bylaws shall be a violation. In the event of any such violation, the Owner shall immediately take action to cure it. If a violation of Covenants or Bylaws is observed by the Association, the Association will deliver a notice of violation to the Owner and the Owner must remedy the violation.

BODIES OF WATER

Ponds. The small ponds and canals in the Lakeshore Subdivision are designed for the purpose of drainage and must be kept open for unimpeded flow at all times. Unless otherwise specifically authorized in writing by the LHA, no owner or other person shall have access to or use of said bodies of water, except for view. Such prohibition includes without limitation, fishing, boating, and/or swimming. No owner shall discharge any substance in said bodies of water or into storm drains that discharge to these water bodies. No owner shall allow any boats, toys, trash, or debris of any type to be placed or remain in any bodies of water. No structures may be located in the ponds or canals without the prior written consent of the ARB.

Hidden Lake. All or portions of the large body of water known as Hidden Lake is owned and/or governed by the Hidden Lakes Homeowners Association, Inc. (subject to any property rights, littoral rights, or rights of owners of lots in the Lakeshore Subdivision located on Hidden Lake). The LHA may contract with the Hidden Lakes Homeowners Association, Inc. for owners in the Lakeshore Subdivision to use Hidden Lake, and the Lakeshore Subdivision owners must adhere to the rules and regulations regarding use of Hidden Lake as established by the Hidden Lakes Homeowners Association, Inc. No owner shall discharge any substance into Hidden Lake. There is no boat landing from the Lakeshore Subdivision to launch and retrieve boats in Hidden Lake.

. Private boat docks. The developer of the Lakeshore Subdivision constructed twelve feet by fifteen feet boat docks on certain of the lots in the Lakeshore Subdivision that are located on Hidden Lake. No owner may modify or enlarge his or her dock without specific approval of the ARB. This clause will be strictly enforced. No other structure may be located in Hidden Lake without the prior written consent of the ARB.

Maintenance and repair of private docks and bulkheads. The docks and bulkheads installed on certain lots in the Lakeshore Subdivision will be maintained and kept in reasonable repair at all times by, and at the cost of, the owner of the individual lots on which a dock or bulkhead is located.

Community Dock on Hidden Lake. As detailed in the "Joint Use Dock Covenant Lakeshore Subdivision" dated November 28, 2001, and recorded in Book K389 at Page 875 in the Charleston County ROD Office, the developer of the Lakeshore Subdivision constructed a dock, approximately twenty feet long, located on the Northwest corner of Lot 1 in Phase IV, which lot which is commonly known by the public street address of 1351 Deep Water Drive. The developer granted the LHA, for the benefit of all owners in the Lakeshore Subdivision, an easement for access and use of the approximately ten feet long Western half of the dock. The remaining approximately ten feet long Eastern half of the dock is reserved for sole and exclusive personal use and benefit of the owner of Lot 1, Phase IV. The developer also granted the LHA, for the benefit of all owners, a ten foot wide access easement on the Western boundary of Lot 1 to provide a pedestrian passageway between the dock and Deep Water Drive. The owners in the Lakeshore Subdivision using the access easement and dock shall not leave any personal property on the dock unattended or overnight and shall keep the access easement and dock free of trash and debris. The LHA is responsible for maintaining the dock. The owner of Lot 1 and the LHA shall both insure that the access easement and the dock are listed and covered under their respective liability insurance policies. The owner of Lot 1 shall have the right to fence along the eastern edge of the access easement. The Board of Directors of the LHA shall have the right to enact rules and restrictions governing use of the access easement and community half of the dock.

DURATION AND AMENDMENT

Duration. These covenants shall bind all persons claiming any interest in the land and shall run with the land for a period of sixty years from the date of recording, after which time they shall automatically be extended for successive periods, often years, unless an instrument signed by seventy-five percent of owners (multiple owners of a single lot shall have one vote among them) of lots has been recorded terminating the covenants.

Amendment. These restrictive covenants may be amended upon the vote of a majority (i.e., 51%) of owners eligible to vote in favor of the amendment (with multiple owners of a single lot having only one vote among them). Voting shall be conducted as provided for in the bylaws. Upon proper approval, the amendment shall be recorded in the Charleston County ROD Office.

State of South Carolina

County of Charleston

The foregoing document was acknowledged before me by Glen Pellett, President of Lakeshore Homeowners Association, Inc. on 3/11/2020.

Amy M. Haines
Signature of Notary
Expiration 5/19/20



Lakeshore Homeowners Association, Inc.

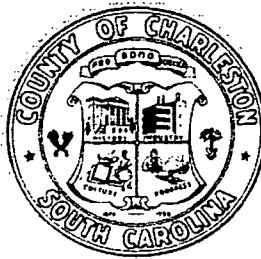
Glen Pellett
Glen Pellett, President

Amy M. Haines witness
[Signature] witness

Debbie Firebaugh
Witness: Debbie Firebaugh, Secretary

Steve Zwicky
Witness: Steve Zwicky, Maintenance and Projects Manager

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Filed By:

COUNTER CUSTOMER
 DEBORAH FIREBAUGH
 1414 WATERLILLY DRIVE
 MT PLEASANT, SC 29464

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