

**THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT SUBJECT  
TO THE SOUTH CAROLINA ARBITRATION ACT, §15-48-10 et seq.  
CODE OF LAWS OF SOUTH CAROLINA, 1976**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**DANIEL ISLAND TOWN CENTER**

**SHARED PARKING FACILITIES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made this 19<sup>th</sup> day of August, 1999, by The Daniel Island Company, Inc., a South Carolina corporation ("Declarant").

WHEREAS, Declarant is the owner and developer of certain real property on Daniel Island, City of Charleston, Berkeley County, South Carolina. This Declaration imposes upon the Properties, as defined in Article 1 mutually beneficial restrictions under a general plan of shared parking facilities for the benefit of the owners of the Properties, the Daniel Island Town Center Owners Association, Inc. and the customers, visitors, invitees, licensees, residents, employees, and contractors of the Properties and the Daniel Island Town Center. To this end, Declarant desires to subject the Properties to the covenants, conditions, restrictions, easements, and liens hereinafter set forth. In furtherance of such plan, this Declaration provides that the Daniel Island Town Center Owners Association, Inc. will administer and enforce the provisions of this Declaration, and any Rules promulgated pursuant to this Declaration.

WHEREAS, Declarant hereby declares that all of the Properties shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

**ARTICLE 1**  
**DEFINITIONS**

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set in the Town Center Restrictions unless otherwise defined below:

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FILED, RECORDED, INDEXED  
08/20/1999 04:39:  
Rec Fee: 24.00 St Fee: 0.00  
Co Fee: 0.00 Pages: 18  
Issued to: SINKLER & BOYD  
Register of Deeds Berkeley Co. SC  
Cynthia B. Forte

1.1 "Association": Daniel Island Town Center Owners Association, Inc., a South Carolina nonprofit corporation, its successors or assigns.

1.2 "Board of Directors" or "Board": The body responsible for administration of the Association.

1.3 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout Town Center Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Board.

1.4 "Declarant": The Daniel Island Company, Inc., a South Carolina corporation, or any successor, successor-in-title, or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.5 "Deed": Any deed, lease, assignment or other instrument other than a Mortgage conveying any interest in any Unit.

1.6 "Design Guidelines": The design, use and construction guidelines and application and review procedures applicable to Town Center Properties promulgated and administered pursuant to the Town Center Restrictions which may also be referred to as the "Town Center Architectural Standards".

1.7 "Owner": One or more Persons who hold the record title to a Property or Unit subject to this Declaration.

1.8 "Parking Facility": Any parking lot, garage or other parking facilities constructed on a Property and shall include (i) any alleyway, road, curb cut and other access to such parking facility, (ii) any sidewalk within or adjacent to such parking facility and (iii) any landscaping within or adjacent to such parking facility, but shall not include attached garages used by residential tenants on a property.

1.9 "Person": A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

1.10 "Properties": The Units located on the real property which is described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article 4 by Deed reference or by Supplemental Declaration.

1.11 "Rules": Rules and regulations promulgated by the Board in connection with this Declaration.

1.12 "Supplemental Declaration": An instrument filed in the Public Records which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.13 "Town Center Properties": Real property which has been made subject to the Town Center Restrictions.

1.14 "Town Center Restrictions": Declaration of Covenants, Conditions, and Restrictions For Daniel Island Town Center Zone dated March 24, 1999 and recorded in Book 1587, Page 225 in the Register of Deeds, Berkeley County, South Carolina, as amended and supplemented from time to time.

1.15 "Unit": A portion of the Town Center Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy within the Daniel Island Town Center Zone as more fully defined in the Town Center Restrictions.

## ARTICLE 2 SHARED PARKING FACILITIES

2.1 Shared Parking Facilities. Each Parking Facility shall be available for use by the general public, subject to such Rules as may be promulgated from time to time by the Association. Each Parking Facility shall be subject to easements for ingress, egress and parking for the benefit of the general public, including other Owners of Properties, their guests, contractors, visitors, tenants, occupants, invitees, customers, licensees, and employees.

2.2 Construction of Parking Facilities. Each Parking Facility shall be constructed by the Owner of the Property in accordance with the Design Guidelines and pursuant to plans approved by the Architectural Review Board. Each Parking Facility shall have sufficient parking spaces to accommodate all of the parking needs of the Property on which the Parking Facility is constructed.

2.3 Maintenance of Parking Facilities. Each Owner of a Property shall keep its Parking Facility in attractive condition and good repair, consistent with the Community-Wide Standard.

2.4 Reserved Parking. No more than fifteen percent (15%) of the parking spaces within a Parking Facility shall be delineated as "Reserved" or otherwise marked for use by specific Persons or specific classes of Persons. The remainder of the parking spaces shall be undesignated and therefore available to the general public on an "as available" basis. The instrument by which a Property is subjected to this Declaration and the Association may impose a higher or a lower percentage for reserved parking for a specific Property.

**ARTICLE 3  
ADMINISTRATION BY THE ASSOCIATION**

3.1 Authority of Association. The Board of the Association shall have the authority to implement, enforce, and interpret this Declaration. In addition, the Board shall have the authority to promulgate Rules in connection with this Declaration.

3.2 Variations. The Board shall have the authority to grant variances and waivers from the strict enforcement of this Declaration or of any Rule.

3.3 Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violations of this Declaration or of any Rules, after compliance with the notice and hearing procedures set forth in Section 3.25 of the By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Unit of the violator (in the event that any employee, lessee, occupant, invitee, client, customer or guest of a Unit violates this Declaration or the rules and regulations promulgated in connection with these Declarations, and a fine is imposed, the fine shall first be assessed against the Occupant; provided however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);

(b) filing notices of violations in the Public Records providing record notice of any violation of this Declaration or of any Rule;

(c) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 Days delinquent in paying any assessment or other charge owed to the Association; and

(d) levying Specific Assessments to cover costs incurred in bringing a Unit into compliance in accordance with the Town Center Restrictions.

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of this Declaration or any Rule by exercising self-help (specifically including, but not limited to the filing liens in the Public Records for nonpayment of any assessments or fees, the towing of vehicles that are in violation of any Rule or the correction of any maintenance, construction or other violation of this Declaration or any Rule) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of this Declaration or of any Rule, if the Association prevails, it shall be entitled to

recover, to the maximum extent permissible, all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or Rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or stop the Association from enforcing any other covenant, restriction or Rule.

The Association may, but is not required to, by contract or other agreement, enforce county, city, state and federal ordinances, rules, regulations and laws, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association, its Members and the Owners.

3.4 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration, the Town Center Restrictions or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

#### **ARTICLE 4 ANNEXATION AND WITHDRAWAL OF PROPERTY**

4.1 Annexation The Declarant may from time to time unilaterally subject to the provisions of this Declaration any portion of the real property which is subject to the Town Center Restrictions. The Declarant may transfer or assign this right to annex property to any successor declarant under the Town Center Restrictions and that such transfer is memorialized in a written, recorded instrument executed by Declarant. In addition, the Declarant and any other owner of Town Center Property may subject Town property to the provisions of this Declaration by specific reference in a Deed conveying such property.

Such annexation shall be accomplished by letter filing a Supplemental Declaration in the Public Records describing the property being annexed or by filing a Deed in the Public Records transferring the property being annexed and specifically making such property subject to this Declaration. Such Supplemental Declaration or Deed shall not require the consent of any Members or Owners, but shall require the consent of the owner of such property, if other than Declarant. The filing of a Deed shall denote the consent of the grantee under such Deed. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration or Deed unless otherwise provided therein. Any Supplemental Declaration or Deed from the Declarant may contain additional covenants, conditions and restrictions relating to the Parking Facilities.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any property in any manner whatsoever.

4.2 Annexation By Association

The Association may annex any Town Center Property to the provisions of this Declaration with the consent of the owner of such property.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein.

4.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. Removal or withdrawal of all or any portion of the Properties shall be accomplished by recording a Supplemental Declaration in the Public Records. Any such removal or withdrawal shall be effective upon the recording of the Supplemental Declaration unless otherwise provided therein.

4.4 Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibit "A" or "B" of the Town Center Restrictions or has the right to annex property pursuant to Section 7. 1 of the Town Center Restrictions.

**ARTICLE 5  
PARKING ASSESSMENTS**

5.1 Parking Assessments. The Board of the Association shall have the authority to determine that it would be beneficial to the Properties if all or part of the maintenance and repair obligations for all or part of the Parking Facilities were coordinated and undertaken by the Association. In the event that the Association elects to undertake certain of the Owners' obligations with respect to the Owners' Parking Facilities, the Association shall assess the Owners of such benefitted Properties for these Association parking expenses (the "Parking Assessments"). The Parking Assessment against each Unit shall be calculated and allocated among the benefitted Owners on a pro rata basis based on the size of the Parking Facilities which are maintained or repaired by the Association. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these Parking Assessments. The Parking Assessments shall be subject to the same lien rights, enforcement procedures, terms, conditions, rules and regulations set forth in the Town Center Restrictions or other Assessments.

5.2 Lien for Assessments. The Association shall have a lien against each Unit to secure payment of delinquent assessments, including Parking Assessments, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorneys fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

## ARTICLE 6 MORTGAGEE PROVISIONS

6.1 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of a tract with a Parking Facility.

6.2 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

6.3 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

## ARTICLE 7 DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

## ARTICLE 8 DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

8.1 Agreement to Avoid Litigation. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and

financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Sections 8.2 ("Claims") shall be resolved using the procedures set forth in Section 8.3 in lieu of filing suit in any court.

8.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 8.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 8.3:

- (a) any suit by the Association against any Bound Party to enforce the provisions of Article 5 (Assessments);
- (b) any suit by the Association to obtain a temporary restraining order, or other mandatory or prohibitive equitable relief, and such other ancillary relief as permitted to enforce the provisions of Section 9.7 (Architectural Standards);
- (c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of South Carolina in the absence of a claim based on this Declaration;
- (d) any suit by the Association in which similar or identical claims are asserted against more than one Bound Party;
- (e) any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration;
- (f) any suit in which any indispensable party is not a Bound Party; and
- (g) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 8.3.

8.3 Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:



- (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) Claimant's proposed remedy; and
- (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(ii) If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of any Berkeley County, South Carolina dispute resolution center or such other independent agency providing similar services upon which the Parties mutually agree.

(iii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Within five days after the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

(i) If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in the Town Center Restrictions or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

(ii) This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of South Carolina. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of South Carolina.

8.4 Allocation of Costs of Resolving Claims.

(a) Subject to Section 8.4(b), each Party shall bear its own costs, including any attorneys fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

(b) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

8.5 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 8.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

**ARTICLE 9  
GENERAL PROVISIONS**

9.1 Duration.

(a) Unless terminated as provided in Section 9.1 (b), this Declaration shall have perpetual duration. If South Carolina law hereafter limits the period during which covenants may

run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 10 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by South Carolina law, in which case such law shall control, this Declaration may not be terminated within 30 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75 % of the total Units within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

## 9.2 Amendment.

(a) By Declarant. So long as Declarant owns property described on Exhibit "A" or "B" of the Town Center Restrictions, or has the right to annex property pursuant to Section 7.1 of the Town Center Restrictions and for a period of twenty (20) years thereafter, Declarant hereby reserves and shall have the sole right to:

(i) amend this Declaration or any Supplemental Declaration for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;

(ii) include in any contract or Deed or other instrument hereafter made any additional covenants and restrictions applicable to any Unit which do not lower the standards of the covenants and restrictions herein contained;

(iii) release any Unit from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation;

(iv) amend this Declaration or any Supplemental Declaration in any manner if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Units; (d) to enable any reputable private insurance company to insure mortgage loans on the Units; or (e) to satisfy the requirements of any local, state or federal governmental agency; and

(v) amend this Declaration or any Supplemental Declaration without vote or consent of the Owners for any other purpose.

The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

(b) By Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing at least 67% of the Owners of Units subject to this Declaration and the consent of the Declarant, so long as the Declarant has an option to subject additional property to this Declaration.

Unless a higher percentage is required by Supplemental Declaration, any Supplemental Declaration may be amended by the vote of Owners representing 67 % of the Owners of Units subject to such Supplemental Declaration with the consent of the Board, and so long as the Declarant has an option to subject additional property to this Declaration, the consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

9.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

9.4 Cumulative Effect: Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to the Properties. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants

and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

9.5 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction relating to construction against the Declarant or the Architectural Review Board or any committee thereof are hereby waived by each Owner.

9.6 Further Assurances. Each Owner covenants and agrees to sign, execute and deliver, or cause to be signed, executed and delivered and to do or make, or cause to be done or made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably requested by the Declarant, the Association or the Architectural Review Board for the purpose of or in connection with clarifying, amending or otherwise consummating the transactions and matters set forth herein.

9.7 Standards for Review. Whenever in this Declaration the Declarant, the Association or the Architectural Review Board has the right to approve, consent or require any action to be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein, be in the sole and absolute discretion of the Declarant, the Association or the Architectural Review Board, respectively, and such approval, consent or required action shall be final and conclusive.

SIGNATURE PAGE ATTACHED



**EXHIBIT "A"**  
**Property Subject to Declaration**

ALL of that certain tract, parcel and piece of land, situate lying and being on Daniel Island, City of Charleston, Berkeley County, measuring and containing approximately 160.02 acres located above the DHEC-OCRM Critical Line, more or less, known as Parcel R, Phase 9, and more particularly described on a plat entitled "PLAT OF PARCEL R, PHASE 9 AND PARCEL V, PHASE 1, OWNED BY DANIEL ISLAND INVESTMENTS, LLC, CITY OF CHARLESTON, BERKELEY COUNTY, S. C." prepared by F. Elliotte Quinn, Professional Land Surveyor No. 10292, Thomas & Hutton Engineering Co., dated June 24, 1998 and recorded in Plat Cabinet N, Page 285-286 in the Berkeley County RMC Office (the "Plat"), having such measurements, metes, buttings and boundings as set forth on the Plat which is incorporated herein by reference.

BEING a portion of the property conveyed to The Daniel Island Company, Inc. by deed of Daniel Island Investments L.L.C. dated November 9, 1998 and recorded in the RMC Office for Berkeley County in Book 1478, Page 16 on November 9, 1998.

ALSO

ALL of that certain tract, parcel and piece of land, situate lying and being on Daniel Island, City of Charleston, Berkeley County, measuring and containing approximately 14.802 acres more or less, and designated as Parcel R, Phase 8 on that certain plat by Mark S. Busey of Southeastern Surveying, Inc. entitled "A Subdivision Plat creating Parcel P, Phase 1 (2.039 Acres) and Parcel Q, Phase 11 (1.135 acres), Being a Portion of Fairchild Street, Parcel P, Phase 2 (22.351 Acres), Parcel Q, Phase 12 (51.090 Acres), Parcel Q, Phase 5 (37.602 acres), Parcel R, Phase 8 (14.802 acres) and Parcel N, Phase 4 (5.126 acres) Owned by Daniel Island Development Company, Located in the City of Charleston, Berkeley County, South Carolina" and recorded in Plat Cabinet M, Page 326 in the Berkeley County R.M.C. Office (the "Plat") said parcel having such size, shape, dimensions, boundings and buttings as will by reference to the Plat more fully appear and which is incorporated herein by reference.

BEING a portion of the property conveyed to The Daniel Island Company, Inc. by deed of Daniel Island Investments L.L.C. dated November 9, 1998 and recorded in the RMC Office for Berkeley County in Book 1478, Page 16 on November 9, 1998.

ALSO

ALL of that certain tract, parcel and piece of land, situate lying and being on Daniel Island, City of Charleston, Berkeley County, measuring and containing approximately 1.344 acres more or less, and designated as Parcel R, Phase 2 on that certain plat by Mark S. Busey of Southeastern Surveying, Inc. entitled "A Subdivision Plat of A 269.527 Acre Tract Creating A 1.344 Acre Tract Being A Portion of Parcel R Phase 2 Owned by Daniel Island Development Company, Located in the City of Charleston, Berkeley County, South Carolina" and recorded in Plat Cabinet L, Page 328A in the

Berkeley County R.M.C. Office (the "Plat") said parcel having such size, shape, dimensions, boundings and buttings as will by reference to the Plat more fully appear and which is incorporated herein by reference.

BEING a portion of the property conveyed to The Daniel Island Company, Inc. by deed of Daniel Island Investments L.L.C. dated November 9, 1998 and recorded in the RMC Office for Berkeley County in Book 1478, Page 16 on November 9, 1998.

SAVING AND EXCEPTING

All lots, pieces and parcels of land of the above described properties which are used for single family residential use, whether as detached residential units or as attached residential units; however, lots used for multi-family residential use shall be subject to this Declaration.



CONSENT OF THIRD PARTY OWNERS

WHEREAS, the undersigned took title to property within within Parcel R, Daniel Island (the "Town Center") prior to the recordation of this Declaration of Covenants, Conditions and Restrictions For Daniel Island Town Center Shared Parking Facilities (the "Parking Restrictions").

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby consent and agree that their properties are subject to the Parking Restrictions as fully as if the Parking Restrictions had been recorded prior to the deeds into the undersigned.

IN WITNESS whereof, the undersigned have executed this consent as of the 19<sup>th</sup> day of August, 1999.

IN THE PRESENCE OF:

DIBS-Sales Center, L.L.C.

Joseph L. Bradford  
Jan Johnson

By: Felix Berg  
Its: Partner

DIBS-Office Center, L.L.C.

Joseph L. Bradford  
Jan Johnson

By: Felix Berg  
Its: Partner

DIBS-TRI, L.L.C.

Joseph L. Bradford  
Jan Johnson

By: Felix Berg  
Its: Partner

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )      ACKNOWLEDGMENT

The undersigned Notary Public does hereby certify that DIBS-Sales Center, L.L.C., by Frank W. Brunley, its Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument this 17<sup>th</sup> day of August, 1999.

Joyce L. Bradford  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: 3/16/2000

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