

# ALSTON COURT



\$ 19.00

RECORDED \_\_\_\_\_  
TIME 2:19 PM  
DATE 8-18-86  
Ruth J. Mitchell  
RMC BERKELEY COUNTY

STATE OF SOUTH CAROLINA ) DECLARATION OF COVENANTS, CONDITIONS,  
COUNTY OF BERKELEY ) EASEMENTS, AND RESTRICTIONS APPLICABLE  
) TO PHASE II OF ALSTON COURT  
) SUBDIVISION

WHEREAS, John Crosland Company, Inc., a North Carolina Corporation, referred to herein as the "Developer", is the owner of certain lands located within a planned community development known as Crowfield Plantation and has determined to develop therein a neighborhood of single-family residential housing known as Alston Court Phase II subdivision; and

WHEREAS, the Developer desires to impress appropriate covenants, conditions, restrictions and easements upon such portion of Crowfield Plantation for the purpose of protecting the value and desirability of said lands;

NOW, THEREFORE, the Developer for and in consideration of the premises and other good and valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof; and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject, among others to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens, hereinafter referred to as the "Covenants", as herein set forth.

Section One. Property Subject to these Covenants. The real property is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, is located in Berkeley County, South Carolina, and is known as Alston Court, Phase II, subdivision and is shown on that certain plat entitled in part "

Said plat is incorporated herein and by reference and hereinafter referred to as the "Plat." The Lots subject to these Covenants are shown on the Plat and designated as follows:

<u>Block</u>	<u>Lot</u>
C	1-27
D	1-34

Section Two. Crowfield Plantation Community Services Association, Inc. Westvaco Development, Inc. has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Crowfield Plantation Community Services Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and the preservation of values of the community of Crowfield Plantation, of which Alston Court II subdivision is a part, by administration and enforcement of these Covenants and the Declaration of Covenants, Conditions, Restrictions, Charges and Liens for Crowfield Plantation Community Services Association, Inc., as recorded in the R.M.C. Office for Berkeley County in Book C-137, Page 1, and amended by instrument recorded in Book C-137, page 209 (herein referred to as the "Association Declaration").

Section Three. Definitions. The following terms shall be defined as stated below:

- a. "Lot" shall mean any lot shown on the Plat of Phase II of Alston Court subdivision and shall include any dwelling thereon when the context of use requires such construction.

1800 YCR+T

STATE OF SOUTH CAROLINA ) DECLARATION OF COVENANTS, CONDITIONS,  
COUNTY OF BERKELEY ) EASEMENTS, AND RESTRICTIONS APPLICABLE  
) TO PHASE ONE OF ALSTON COURT  
) SUBDIVISION

WHEREAS, John Crosland Company, Inc., a North Carolina Corporation, referred to herein as the "Developer", is the owner of certain lands located within a planned community development known as Crowfield Plantation and has determined to develop therein a neighborhood of single-family residential housing known as Alston Court subdivision; and

WHEREAS, the Developer desires to impress appropriate covenants, conditions, restrictions and easements upon such portion of Crowfield Plantation for the purpose of protecting the value and desirability of said lands;

NOW, THEREFORE, the Developer for and in consideration of the premises and other good and valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof; and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject, among others to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens, hereinafter referred to as the "Covenants", as herein set forth.

Section One. Property Subject to these Covenants. The real property is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, is located in

RECORDED \_\_\_\_\_  
TIME 4:25 pm  
DATE Aug 7 1985

~~FMC~~ ~~BERKELEY COUNTY~~

Berkeley County, South Carolina, and is known as Alston Court subdivision and is shown on that certain plat entitled in part "Plat of Alston Court, An 18.379 Acre Tract Of Land, Formerly Lot 3, Section IV, Crowfield Commercial Area, Phase I, Property of John Crosland Company" and recorded May 6, 1985 in Plat Cabinet F, slide 80 Berkeley County R.M.C. Office. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat." The Lots subject to these Covenants are shown on the Plat and designated as follows:

<u>Block</u>	<u>Lot</u>
A	1-55
B	1-34

Section Two. Crowfield Plantation Community Services Association, Inc. Westvaco Development, Inc. has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Crowfield Plantation Community Services Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and the preservation of values of the community of Crowfield Plantation, of which Alston Court subdivision is a part, by administration and enforcement of these Covenants and the Declaration of Covenants, Conditions, Restrictions, Charges and Liens for Crowfield Plantation Community Services Association, Inc., as recorded in the R.M.C. Office for Berkeley County in Book C 137, page 1, and amended by instrument recorded in Book C 137, page 209 (herein referred to as the "Association Declaration").

Section Three. Definitions. The following terms shall be defined as stated below:

- a. "Lot" shall mean any lot shown on the Plat of Phase I of Alston Court subdivision and shall include any dwelling thereon when the context of use requires such construction.

- b. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entitles of the fee simple title to any Lot, but notwithstanding 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, nor shall the term "Owner" mean or refer to any lessee or tenant of any Owner.

Section Four. Additions to Existing Property. The Developer, its successors and assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which are contiguous and adjacent thereto which may be joined together with those properties previously developed to form a subdivision to be known as Alston Court Subdivision. The additions authorized under this section shall be made by filing of record a supplementary declaration of covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in the judgment of the Developer to reflect the different character, if any, of the added properties.

Section Five. Residential use of Property. All Lots shall be used for residential purpose only, and no structure or building shall

be erected, placed, altered, or permitted to remain on any Lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such Lots.

Section Six. Setbacks and Building Lines. "No building shall be located on any lot nearer to the front lot line than fifteen (15') feet or nearer to a side lot line than four (4') feet, or nearer to a rear lot line than ten (10') feet." The following additional provisions concerning setbacks shall apply.

- a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Developer reserves the right for the ARB to alter the setback requirements for any Lot where the ARB deems such appropriate and to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as the ARB shall deem sufficient.
- b. Swimming Pools. Swimming pools shall not be nearer than ten (10') feet to any Lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2') feet above the established Lot grade.
- c. Minor Deviations. Any deviation from the building line requirements set forth herein, not in excess of ten (10%)

- c. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a Lot and shall not exceed six (6') feet in height; provided, however, that the portion of a fence facing the street shall be of an ornamental nature consisting of wood or brick. All fences must be approved, in writing, by the Architectural Review Board prior to installation thereof.
- d. No Lot Owner shall change the elevation of his Lot in such a way as to adversely affect adjacent Lots.
- e. No live oak tree over six (6") inches in diameter measured at a height of five (5') feet above grade shall be removed unless specifically approved by the ARB. No tree of any other kind larger than six (6") inches in diameter measured at a height of five (5') feet above grade shall be removed unless it falls in the area occupied by the proposed building, patio or driveway or within two (2') feet of said area.
- f. Each dwelling shall be harmonious and compatible with surrounding residences and topography.
- g. Each dwelling shall have affixed thereto a prominent display of the appropriate house number in a manner prescribed by the ARB in the Architectural Guidelines.

Section Eight. Use of Outbuildings and Similar Structure. 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 similar nature shall be used as a residence, either temporarily or permanently.

Section Nine. Sign Boards. No sign board shall be displayed except "For Rent" and "For Sale", which signs shall not exceed (6') square feet in size. No more than two (2) signs shall be displayed on one Lot at the same time. All signs must be of a design and locations approved by the Architectural Review Board.

Section Ten. Antenna. No radio or television transmission towers or antennas shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line of any house is allowed. No satellite dish antennas, of any size, will be allowed.

Section Eleven. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitations of subsurface natural resources with the sole exception of subsurface water.

Section Twelve. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will 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, to be established by the ARB, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall

dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Property.

Section Thirteen. Disposition of Trash and Other Debris. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot other than in the receptacle customarily used therefor which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. Except during construction by Developer, no lumber, metals, bulk materials, refuse, or trash shall be kept stored or allowed to accumulate on any Lot for any approved structure, unless such materials are screened from view in a manner approved by the ARB. During the course of construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner. No accumulation or storage of litter or trash of any kind shall be permitted on any Lot other than normal construction activity by the Developer.

Section Fourteen. Aesthetics, Nature Growth, Fences, Screening, Underground Utilities Services. No natural growth, or flora shall be intentionally destroyed and removed, except with the prior written approval of the ARB without which the Association may require the Lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers or storage piles shall be walled in to conceal them from the view of neighboring Lots or streets. All residential utility service

and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, easement or other common area so designated, except such as are installed in accordance with the original construction of the lots, and any replacement thereof, or as are authorized and approved by the ARB.

Section Fifteen. Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per Lot. All pets must be 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 enclosed area.

Section Sixteen. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted other than sales activity by the Developer.

Section Seventeen. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the Lots shall

be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section Eighteen. Changing Elevations. No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots.

Section Nineteen. Wells. No individual water supply system shall be permitted.

Section Twenty. Easements. In addition to those easements shown on the said Plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns along, over, under and upon a strip of land four (4') feet in width, parallel and contiguous with each side Lot line, and along, over, under and upon a strip of land ten (10') feet in width, parallel and continuous with the rear line of each Lot, in addition to such other easements as may appear on the Plat hereinabove referred to. The within reserved easements consist of a strip of land twenty (20') feet in width, ten (10') feet on either side of the rear Lot lines, and a strip of land eight (8') feet in width, four (4') feet on either side of side Lot lines, and may be encompassed within larger easements of record. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and the utility service lines to, from, or for each of the Lots. Within these easements no structures, planting or other materials 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 of flow of drainage channels in such easements. the easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement herein reserved along any Lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these Covenants, 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 Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from the Developer.

The Developers reserves the right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditions of use of the within reserved easements on each Lot. Such agreement shall, upon execution, be filed with the R.M.C. Office for Berkeley County and shall without necessity of further actions, constitute an amendment of these Covenants by the Developer and become part of these Covenants as is set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control. In addition to the foregoing, each Lot is subject to that Agreement entered into between the Developer and Berkeley Electric Cooperative, Inc., entitled "Easement and Agreement" and recorded in the R.M.C.

Office for Berkeley County and the electric bill of each Owner shall have a charge added thereto for street lighting.

Each Owner agrees to pay Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of street lighting.

Each Owner shall contact Berkeley Electric Cooperative, Inc. or their successors, three (3) days prior to any digging or installations, trenching, or any type of digging. Upon notification by the Owner, a field survey will be conducted by Berkeley Electric Cooperative, Inc. personnel to insure that there are no conflicts with the Cooperative's safety requirements. Any excavation in violation of Berkeley Electric Cooperative's safety requirements is expressly prohibited.

Section Twenty One. Maintenance Required by Owner. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns, 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.

Section Twenty Two. Use of Sample Houses. Notwithstanding any other provision of this Declaration, the Developer during such time as it shall continue to be the owner of any Lot, any use of its Lots for the purposes of building thereon a sample house or houses, and/or

sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses and from which the Developer may disseminate to the public sales information in Alston Court subdivision. Such activities shall not be construed as a violation of these covenants.

Section Twenty Three. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging devise which is removed from view when not in use.

Section Twenty Four. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

Section Twenty Five. Prohibition Against Offensive Conduct and Nuisance. No noxious or offensive activity shall be carried on upon any Lot described in Section One hereof, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood by the Owners thereof.

Section Twenty Six. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the Association shall be used on any Lot or any portion of the Crowfield Plantation. This provision in no way limits the use of those products which are readily available for consumer use and approved by agency, such as the Food and Drug Administration, for the purpose intended, provided however,

that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said product is so labeled by such agency as harmless to said plant and animal life.

Section Twenty Seven. Parking Restrictions and Use of Garages.

No automobile shall be parked or left on any street overnight or on any property shown on the Plat of Alston Court II Subdivision other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering and exiting.

Section Twenty Eight. Other Vehicle and Trailer Parking. Except as provided herein no trailer, trailer house, recreational vehicle, mobile home or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually parked overnight, on a street or on any Lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile 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, if any, for the purpose of storage. Such vehicles may be stored upon a Lot only if screened from view of surrounding Lots and streets in a manner approved by the ARB. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Alston Court II Subdivision, provided the same are approved by the ARB.

Section Twenty Nine. Applicability. The foregoing restrictions, conditions, easements, and covenants are not applicable to any lands owned by the Developer in Berkeley County or elsewhere, other than the Lots as shown on the Plat of Phase II of Alston Court Subdivision, and to those Lots that may, from time to time as hereinabove provided, be made subject to these Covenants by supplemental declaration.

Section Thirty. Violation. If any person, firm or corporation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation, but no such violation shall effect a reversion of title. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any limitations thereof, if the Association Board of Directors determines that any provision of these Covenants has been violated, the Association Board of Directors may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled, including but not limited to those remedies specified in Article XIV, Section 1 of the Association Declaration.

Failure to enforce any of these Covenants shall not be deemed as waiver of the right to do so.

Section Thirty One. Severability. Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

Section Thirty Two. Relocation of Street and Revision of the Plat. The Developer reserves the right unto itself, its successors and assigns, to relocate, open or close streets shown upon the recorded subdivision Plat and also reserves the right to revise, resubdivide and change the size, shape, dimension and location of Lots, and these Covenants shall be applicable to resulting Lots.

Section Thirty Three. Duration and Amendment. These covenants shall bind all persons claiming any interest in the land and run with the land for a period of thirty (30) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them) of Lots has been recorded terminating these Covenants.

Amendment shall be by written instrument signed by a majority of the Owners (multiple Owners if a single Lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each Lot it owns), provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the Office of the Register of Mesne Conveyances for Berkeley County, South Carolina.

So long as the Developer has the right to amend these Covenants by casting a majority of said votes, no amendment shall be made

without first obtaining the approval of the Veterans' Administration and the Federal Housing Administration. Such VA/FHA approval shall be conclusively established by appendage to the recorded instrument of any affidavit by the Developer stating that prior FHA/VA approval has been granted.

IN WITNESS WHEREOF the undersigned John Crosland Company has caused these presents to be executed by its duly authorized officers this 13th day of August, 1986.

Doug A. Taylor  
Ann Sant Nelson

JOHN CROSLAND COMPANY  
BY: James Hubank  
its Vice President

STATE OF North Carolina )  
COUNTY Mecklenburg )

PERSONALLY appeared me the undersigned witness and made oath that he/she saw the within named John Crosland Company sign, seal and as its act and deed, deliver the within written Declaration and that he/she with the other witness witnesses the execution hereof.

Doug A. Taylor

SWORN to before me this 13th  
day of August, 1986.  
Ann Sant Nelson (L.S.)  
NOTARY PUBLIC FOR Charlotte, Mecklenburg  
My Commission Expires: 1-21-91

John Crosland  
301 Oakbrook Lane  
Summerville S.C. 4, 00  
29483

VOL 0184 PAGE 125

STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
 ) CONDITIONS, EASEMENTS AND RESTRICTIONS  
COUNTY OF BERKELEY ) APPLICABLE TO PHASE I OF ALSTON COURT SUBDIVISION

WHEREAS, John Crosland Company, a North Carolina Corporation, referred to herein as the "Developer" has heretofore implemented certain Restrictive Covenants dated August 1, 1985 and recorded August 7, 1985 at Volume C-181, Page 84, Berkeley County R.M.C. Office; and

WHEREAS, Section Thirty-Three of said covenants provided said covenants may be amended by majority of the owners and that the Developer shall have one vote for each lot owned; and

WHEREAS, the Developer is the owner of the majority of the lots in Alston Court Subdivision and wishes to amend said covenants as provided herein;

NOW, THEREFORE, John Crosland Company for and in consideration of the premises and other good and valuable consideration does hereby amend the Declaration of Covenants, Conditions, Easements and Restrictions applicable to Phase I of Alston Court Subdivision dated August 1, 1985 and recorded August 7, 1985 at Volume C-181, Page 84, as follows:

1. The first sentence of Section Six is hereby amended to read as follows: "No building shall be located on any lot nearer to the front lot line than fifteen (15') feet or nearer to a side lot line than four (4') feet, or nearer to a rear lot line than ten (10') feet."

2. The first sentence of Subsection C of Section Seven is hereby amended to read as follows: "Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a Lot and shall not exceed six (6') feet in height; provided, however, that the portion of a fence facing the street shall be of an ornamental nature, consisting of wood or brick."

3. Section Ten is hereby amended to read as follows: "No radio or television transmission towers or antennas shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line of any house is allowed."

4. Section Twenty-Nine is hereby amended to read as follows: "The foregoing restrictions, conditions, easements and covenants are not applicable to any lands owned by the Developer in Berkeley County or elsewhere, other than the lots as shown on the plat of Phase I of Alston Court Subdivision and to those lots that may, from time to time, as hereinabove provided, be made subject to these Covenants by supplemental declaration."

RECORDED \_\_\_\_\_

TIME 5:05 pm

DATE 10-16-85

Ruth J. Mitchell  
RMS BERKELEY COUNTY

5. The following provision is added as the second sentence in Section Thirty-Two: "Without limiting the above, the Developer expressly reserves the right to use that area shown as Lot 14, Block A on the plat described in Section One hereof, as a street or thoroughfare leading into certain adjacent property."

Except as specifically amended herein, said Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned John Crosland Company has caused these presents to be executed by a duly authorized officer, this 16<sup>th</sup> day of October, 1985.

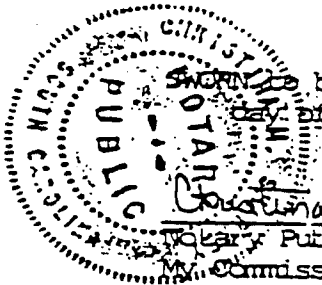
[Signature]  
Sandra Z. Wood

JOHN CROSLAND COMPANY  
By: [Signature]  
Its: Vice President

STATE OF South Carolina )  
COUNTY OF Dorchester )

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named John Crosland Company sign, seal and as its act and deed, deliver the within written First Amendment and that he/she with the other witness witnessed the execution hereof.

[Signature]



Sworn to before me this 16th day of October, 1985  
Carolina M. Sharkel (SEAL)  
Notary Public for J.C.  
My Commission Expires: 12-28-94