

STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO DECLARATION OF  
 ) COVENANTS, CONDITIONS AND RESTRICTIONS  
 COUNTY OF CHARLESTON ) PINCKNEY STREET DOCKS

WHEREAS, Pinckney Street Docks, A Partnership, recorded on March 17, 2003, in Book X-440, at Page 541, in the Charleston County RMC Office a certain Declaration of Covenants, Conditions and Restrictions Pinckney Street Docks dated January 8, 2003 (herein the "Declaration"); and

WHEREAS, the correct name of Pinckney Street Docks, A Partnership, is Pinckney Street Dock Partnership; and

WHEREAS, the said Pinckney Street Dock Partnership, a/k/a Pinckney Street Docks, A Partnership, as the Declarant in the Declaration, has the right pursuant to Article IX, Section 4, of the Declaration to amend the said Declaration so long as its Class B votes exceed the Class A votes; and

WHEREAS, Pinckney Street Dock Partnership, a/k/a Pinckney Street Docks, A Partnership, (herein "Declarant") is the owner of all of the property subjected to the Declaration except for Lot 1, and, accordingly, its Class B votes exceed the Class A votes; and

WHEREAS, the Declarant is desirous of amending the said Declaration as hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT Declarant, does hereby amend the Declaration in the following particulars:

1. The introductory paragraph is amended to read as follows:

THIS DECLARATION is made on the date hereinafter set forth by PINCKNEY STREET DOCK PARTNERSHIP (the "Declarant").

2. ARTICLE I, Section 6, is amended by the substitution of EXHIBIT "C" attached to this First Amendment to Declaration of Covenants, Conditions and Restrictions Pinckney Street Docks in lieu of the EXHIBIT "C" attached to the original Declaration.

3. ARTICLE I, Section 8, is amended to read as follows:

"Section 8. "Declarant" shall mean and refer to Pinckney Street Dock Partnership, its successors and assigns.

4. ARTICLE II, Section 1, is amended by the addition of the following sentence at the end thereof:

“In addition to the general right and easement of enjoyment in and to the Common Areas, each Owner shall have a non-exclusive easement or right-of-way for access, egress and utilities on, under, over and across the portion of the Common Areas shown and designated as Pinckney Court 50’ R/W on the plat described in Exhibit ‘A’ and the parcel of land described in the conveyance from A. McLEOD MORRISON to SOUTH CAROLINA CRAB CO., INC., WILLIAM H. MARLOWE AND LOY B. MARLOWE dated February 16, 1976, and recorded in Book U108, at Page 208, in the Charleston County RMC Office; the said easements to be appurtenant to each of the Lots and to be for all purposes of the Owners and their visitors and assigns, with the said easements to run with the title to each of the Lots, without the necessity of any reference thereto being made in any deed of conveyance of any of the Lots.

5. ARTICLE II, Section 2, is amended so that it reads as follows:

“Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the immediate members of his family (which live in the same household as the Owner), any occupant of a residence constructed on the Owner’s Lot, any contract purchaser who resides in a residence constructed on the Owner’s Lot, and any guest or guests of any such Owner, occupant or contract purchaser.

6. ARTICLE IV, Section 2, is amended by the addition of the following language at the end thereof:

“In the event that the Association undertakes the installation of or maintenance of rip rap along the Intracoastal Waterway or along Jeremy Creek, or along any portion of either of those bodies of water, the costs and expenses of such maintenance shall be assessed only against the Owners of the Lots on which the work is performed. Moreover, if the Association should at any time incur any expenses which are for the benefit of less than all of the Owners, the assessments levied by the Association with respect to such expenses shall only be levied against the Owners of the Lots benefited by such expenses.”

7. ARTICLE IV, Section 4, paragraph B., entitled “Transfer Fee”, is amended by the addition of the following language at the end thereof:

“In the event that a partial undivided interest in a Lot is sold, a partial transfer fee shall be assessed which shall be calculated on the basis of the percentage undivided interest in the Lot being sold, with that percentage being applied to the transfer fee, i.e. if a twenty-five (25%) percent undivided interest in a Lot is being

sold, the transfer fee assessed with respect to such transfer shall be twenty-five (25%) percent of the annual assessment then being charged, provided, however, that such transfer fee shall not be less than twenty (20%) percent of the annual assessment then being charged, regardless of the percentage interest in the Lot being sold.”

8. ARTICLE VII, Paragraph 1, entitled “Residential Use of Lots” is amended by changing the period at the end of the paragraph to a comma and by adding to the end of the paragraph the following language:

“and provided further that nothing herein shall prevent any Lot from being owned and used by a trust, partnership, limited liability company, corporation, multiple parties as tenants in common, or any other entity or entities, or the beneficiaries, partners, members, or share holders thereof, wherein thirteen or fewer undivided interests, corporate shares, partnership interests, trust interests, memberships or use interests are conveyed, and that nothing herein shall restrict the rental of any of the Lots for any period of time not prohibited by the ordinances or zoning regulations of the Town of McClellanville in effect at the time of such rental.”

9. ARTICLE VII, Paragraph 3 (a), entitled “Setbacks, Building Lines and Construction Requirements” is amended by deleting the portion thereof after the words “Town of McClellanville, so that after this amendment the said paragraph shall read as follows:

“(a) Each building or structure erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Town of McClellanville.”

10. ARTICLE VII, Paragraph 6, entitled “Use of Outbuildings and Similar Structures” is amended by deleting the word “house” from the third line thereof.

11. ARTICLE VII, Paragraph 16, entitled “Sewage System” is amended to read as follows:

“16. Sewage System. The sewage system for each Lot will be a septic tank, holding tank and pumping equipment (if required), plus drain field and piping to connect the holding tank to the Septic Area, or the Replacement Area, if the Replacement Area is needed. The Septic Area, Replacement Area and Well Location for each Lot are shown on Exhibits D-1 through D-5, attached hereto. Each Lot Owner is responsible for the installation and maintenance of its sewage system. Each Lot Owner shall be responsible to maintain all pumping and piping equipment located within its Septic Area and Replacement Area and shall restore and repair the Septic Area and Replacement Area in the event of any necessity to replace pipes located underground. Septic tank drain fields

shall not be installed on any portion of any Lot except within the areas designated as Septic Area and Replacement Area on Exhibits D-1 through D-5, and the locations of the Septic Areas and Replacement Areas shown on Exhibits D-1 through D-5 may not be modified in such a fashion as to bring any Septic Area or Replacement Area within fifty (50') feet of a Well Location on any adjoining Lot or within fifty (50') feet of any well installed on any adjoining Lot, provided that such well has been installed in accordance with the restrictions set forth in Paragraph 17, hereinbelow.

12. ARTICLE VII, Paragraph 17, entitled "Water System" is amended to read as follows:

"17. Water System. The water system for each Lot will consist of a well to be located upon each Lot, together with the appropriate piping and plumbing for access to the well. Each Lot Owner shall be responsible to obtain the necessary permit to dig a well and thereafter to maintain the well and all pumping and piping equipment located upon the Lot. The well on each lot may either be installed at the locations shown on Exhibits D-1 through D-5, attached hereto, or as such other location on each Lot as the Owner of the Lot shall decide upon, provided, however, that no such well may be installed at any location within fifty (50') feet of a Septic Area or Replacement Area on an adjoining Lot, as depicted on Exhibits D-1 through D-5, without the written permission of the Owner of such adjoining Lot, which permission shall be in recordable form and recorded in the Charleston County RMC Office.

13. ARTICLE VII, Paragraph 22 (a) is amended by inserting the word "reasonable" prior to the words "Rules and Regulations" in the first sentence thereof.

14. ARTICLE VIII, entitled DOCKS, is amended by changing the title of the Article to "DOCKS AND RIP RAP", and the text of the Article is amended to read as follows:

"Section 1. Construction. Docks, walkways and rip rap shall be constructed and maintained in accordance with the Declarant's "Master Plan" approved by the Office of the Ocean and Coastal Resource Management ("OCRM") and the permit for each individual lot issued by OCRM. The Board shall have the right to establish the types of handrails and to prohibit or restrict gazebos or other structures on a dock.

Section 2. Maintenance and Repair. Each Lot Owner shall be responsible to maintain and repair their dock and the rip rap along the water front side of their Lot in accordance with any applicable permit or any permit such Lot Owner may hereinafter obtain to construct a dock and/or to install, repair or maintain rip rap. In the case of any joint dock serving more than one Lot, the expenses of the maintenance and repair thereof shall be shared by those Owners having the right to jointly use such dock and shall not be the responsibility of any other Owners. In the event that any Owner fails to maintain the

water front side of such Owner's Lot, whether or not such Lot currently has rip rap, and such failure results in, or appears likely to result in, erosion or other damage to one or more adjoining Lots, the Association shall have an easement to enter upon the marsh portion of such Lot, at reasonable times and in a reasonable manner, for the purpose of installing, repairing or maintaining rip rap along such Lot, together with the right to apply for such permit or permits as may be required to accomplish such work, and the Association shall have the further right to impose an assessment upon the Owner of such Lot requiring such installation, maintenance or repair to recover the costs of such installation, maintenance or repair, with such assessment to be a lien upon such Lot, collectable in accordance with the provisions of Section 1, of ARTICLE IV, hereof.

15. ARTICLE IX, Paragraph 4, is amended by changing the period at the end of the paragraph to a semicolon and by adding to the end of the paragraph the following phrase:

“and provided further, however, that this Declaration may not be amended by revising or deleting this proviso, or by modifying or deleting the language added to ARTICLE VII, Paragraph 1, by paragraph 8 of the First Amendment to this Declaration, or in any other manner so as to prohibit any Lot from being owned or used by a trust, partnership, limited liability company, corporation, multiple parties as tenants in common, or any other entity or entities, or the beneficiaries, partners, members, or share holders thereof, wherein thirteen or fewer undivided interests, corporate shares, partnership interests, trust interests, memberships or use interests are conveyed, or in any fashion so as to limit the rental of any Lot for any period of time not prohibited by the ordinances or zoning regulations of the Town of McClellanville in effect at the time of such rental, without the unanimous vote of all of the Lot Owners, without regard to voting class.

16. EXHIBIT “D” is hereby deleted and Exhibit D-1 through D-5 attached hereto are substituted in lieu thereof.

17. EXHIBIT “E”, BY-LAWS OF PINCKNEY STREET DOCKS OWNERS ASSOCIATION, INC., ARTICLE VII, Section 1, subsection (b) is amended so that after amendment it shall read as follows:

(b) suspend the voting rights and rights to the use of the Common Areas for any Member which shall be in default in the payment of any assessment levied by the Association, provided, however, that no such suspension shall preclude such Member from using such Member's easement of ingress and egress to and from such Member's Lot as provided for in the Declaration. Such rights may also be similarly suspended, after notice and hearing, for a period not to exceed sixty (60) days for the infraction of any published rule or regulation of the Association;

18. EXHIBIT "E", BY-LAWS OF PINCKNEY STREET DOCKS OWNERS ASSOCIATION, INC., ARTICLE IX, is amended so that after amendment it shall read as follows:

ARTICLE IX

The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

IN WITNESS WHEREOF, Declarant, by its duly authorized Partners has hereunto set its hand and seal this 4<sup>th</sup> day of June, 2003.

WITNESSES:

DECLARANT:

PINCKNEY STREET DOCK PARTNERSHIP, a/k/a PINCKNEY STREET DOCKS, A PARTNERSHIP

[Signature] First Witness Signs Here

[Signature] BY: William E. Gordon Its: Partner

[Signature] Second Witness Signs Here

[Signature] First Witness Signs Here [Signature] Second Witness Signs Here

[Signature] BY: Rutledge B. Leland, III Its: Partner

STATE OF SOUTH CAROLINA ) COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, H. Thomas McIntosh, Jr., the undersigned Notary Public, do hereby certify that William E. Gordon and Rutledge B. Leland, III, the general partners of Pinckney Street Dock Partnership, a/k/a Pinckney Street Docks, A Partnership, on behalf of the partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4<sup>th</sup> day of June, 2003.

[Signature] (SEAL) Notary Public~ South Carolina My commission expires: 10-29-2006

IN WITNESS WHEREOF the undersigned owners of Lot 1 has hereunto set their hands and seals to this instrument this 4<sup>th</sup> day of June, 2003, to evidence their consent to the within First Amendment to Declaration of Covenants, Conditions and Restrictions Pinckney Street Docks.

WITNESSES:

20 Diane Saxon  
First Witness Signs Here

TS-Tiller  
Thomas S. Tiller

30 Hildegard A. Hopkins  
Second Witness Signs Here

Suzanne C. Tiller  
Suzanne C. Tiller

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

30 COUNTY OF Georgetown )

I, Hildegard A. Hopkins, the undersigned Notary Public, do hereby certify that Thomas S. Tiller and Suzanne C. Tiller personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4<sup>th</sup> day of June, 2003.

Hildegard A. Hopkins (SEAL)  
Notary Public - South Carolina  
My commission expires: 10/18/03

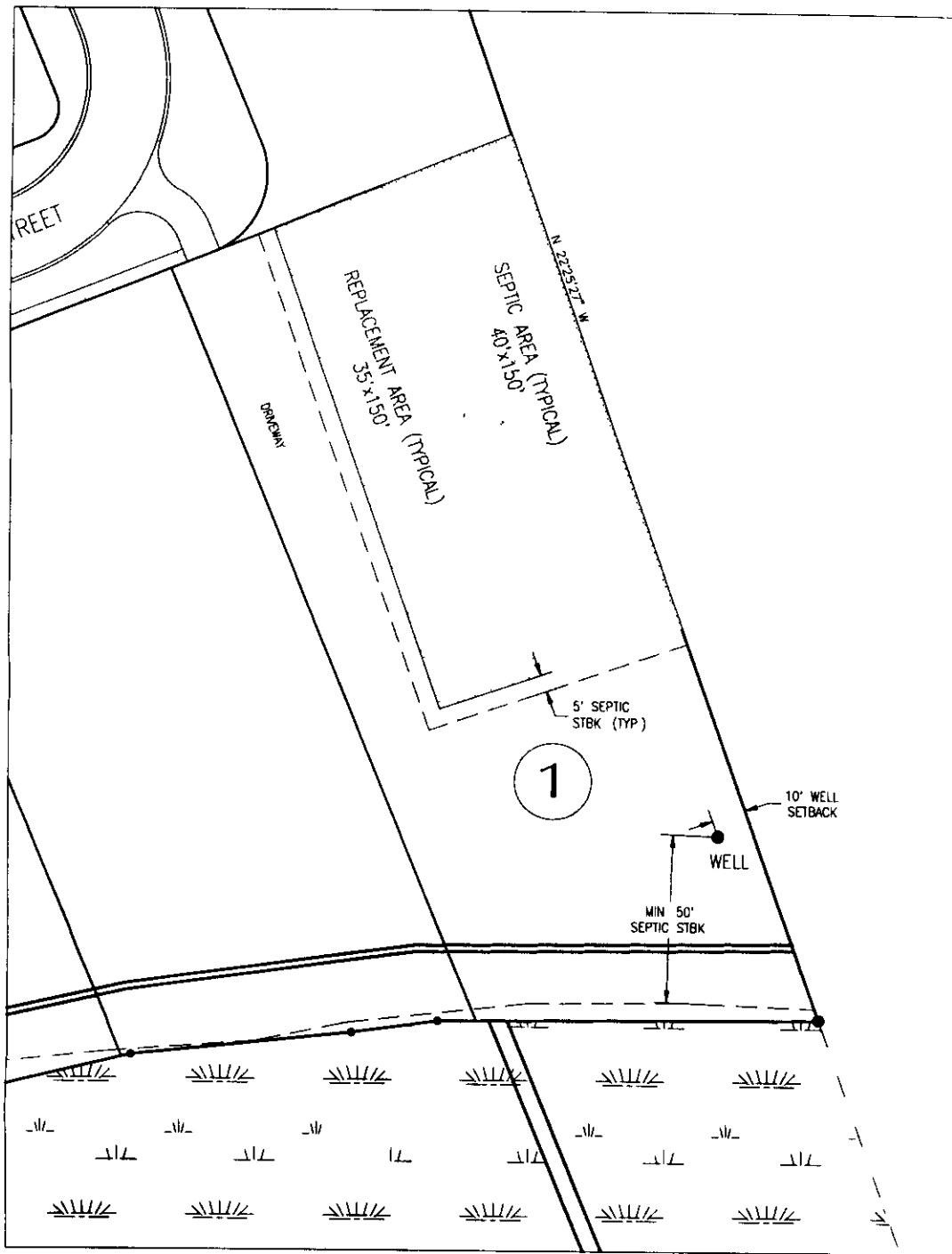
EXHIBIT "C"  
PROPERTY DESCRIPTION

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in the County of Charleston, State of South Carolina, shown and designated as Pinckney Court, a 50' Right of Way (R/W), and the three (3) separate parcels shown and designated as HOA consisting of 0.026 acres, 1.019 acres and 0.214 acres, all of which will more fully and at large appear by reference to the certain plat entitled, "A FINAL SUBDIVISION PLAT OF A 10.396 ACRE TRACT BEING LOTS 1 THRU 5 PINCKNEY STREET DOCKS, OWNED BY PINCKNEY STREET PARTNERSHIP, LOCATED IN THE TOWN OF MCCLELLANVILLE, CHARLESTON COUNTY, SOUTH CAROLINA," by Southeastern Surveying, Inc. dated July 10, 2002, recorded on November 8, 2002 in Plat Book EF at page 987 in the RMC Office for Charleston County, South Carolina, together with a non-exclusive easement or right-of-way for access, egress and utilities on, under, over and across the parcel of land described in the conveyance from A. McLEOD MORRISON to SOUTH CAROLINA CRAB CO., INC., WILLIAM H. MARLOWE AND LOY B. MARLOWE dated February 16, 1976, and recorded in Book U108, Page 208.

The above described 0.214 acres parcel and the portion of the above described 1.019 acre parcel lying to the south of the six live oak trees depicted on the above described plat shall be conveyed to the Association subject to a reservation by the Declarant of easements for septic replacement areas for the benefit of one or more of the Lots depicted on the above described plat and/or one or more of the Lots to be created from the subdivision of the Future Development parcel depicted on the above described plat, and subject to the restriction that no improvements shall be placed on such areas without the prior written consent of the Declarant or its successors or assigns. Pinckney Court shall be conveyed to the Association subject to the reservation by the Declarant of easements for sewer lines connecting septic tanks and/or holding tanks on one or more of such Lots to the said septic replacement areas.

766-02-00-034





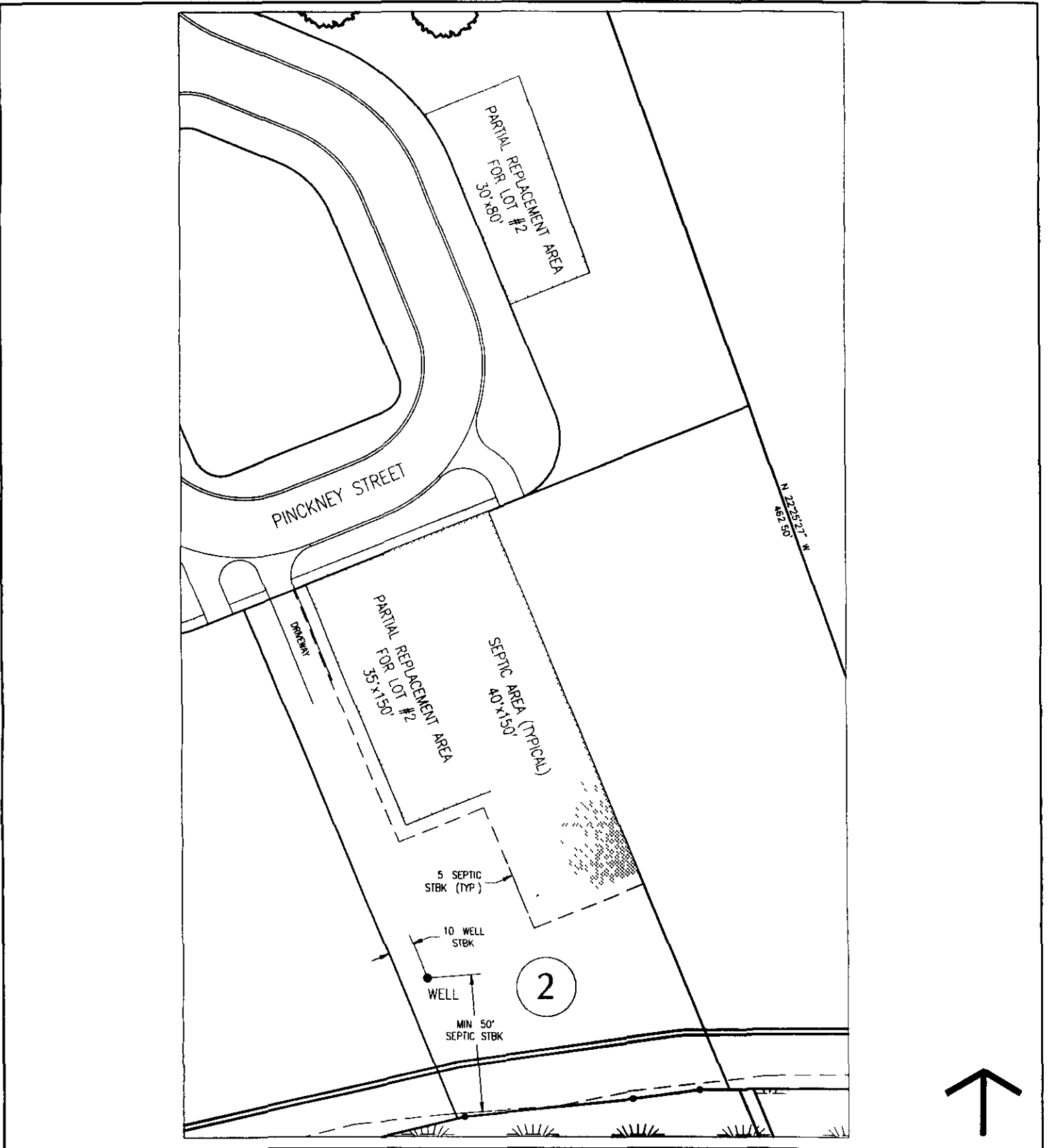
# PINCKNEY STREET DOCKS - LOT 1

PROJECT # 3589.00  
DATE 7/26/01  
SCALE 1" = 50'

SEPTIC LAYOUT

REVISED 7/27/01

Exhibit D-1



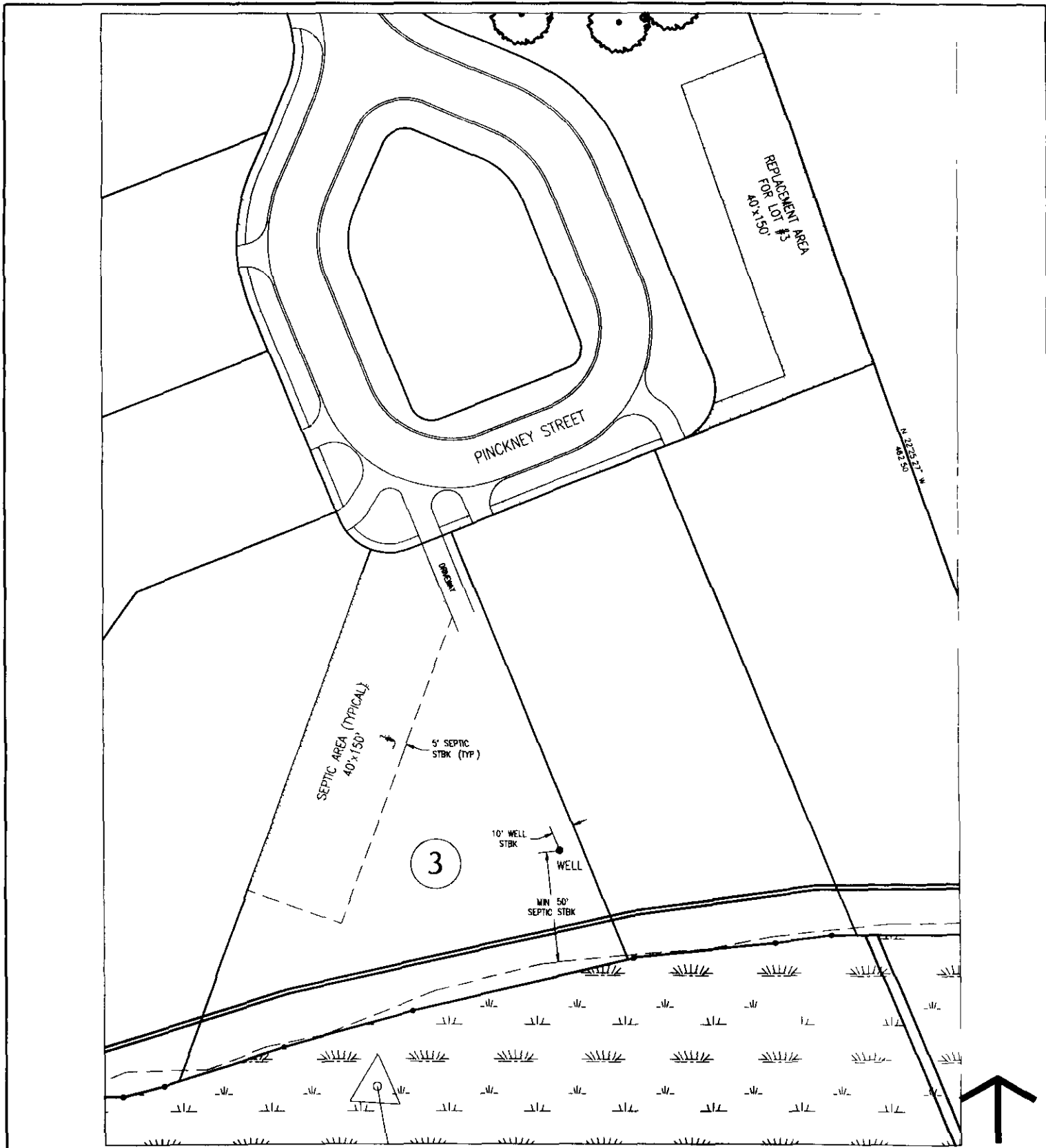
**PINCKNEY STREET DOCKS - LOT 2**

PROJECT # 358900  
 DATE 7/26/01  
 SCALE 1" = 50'

**SEPTIC  
LAYOUT**

REVISED 7/27/01  
 05/29/03

Exhibit D-2



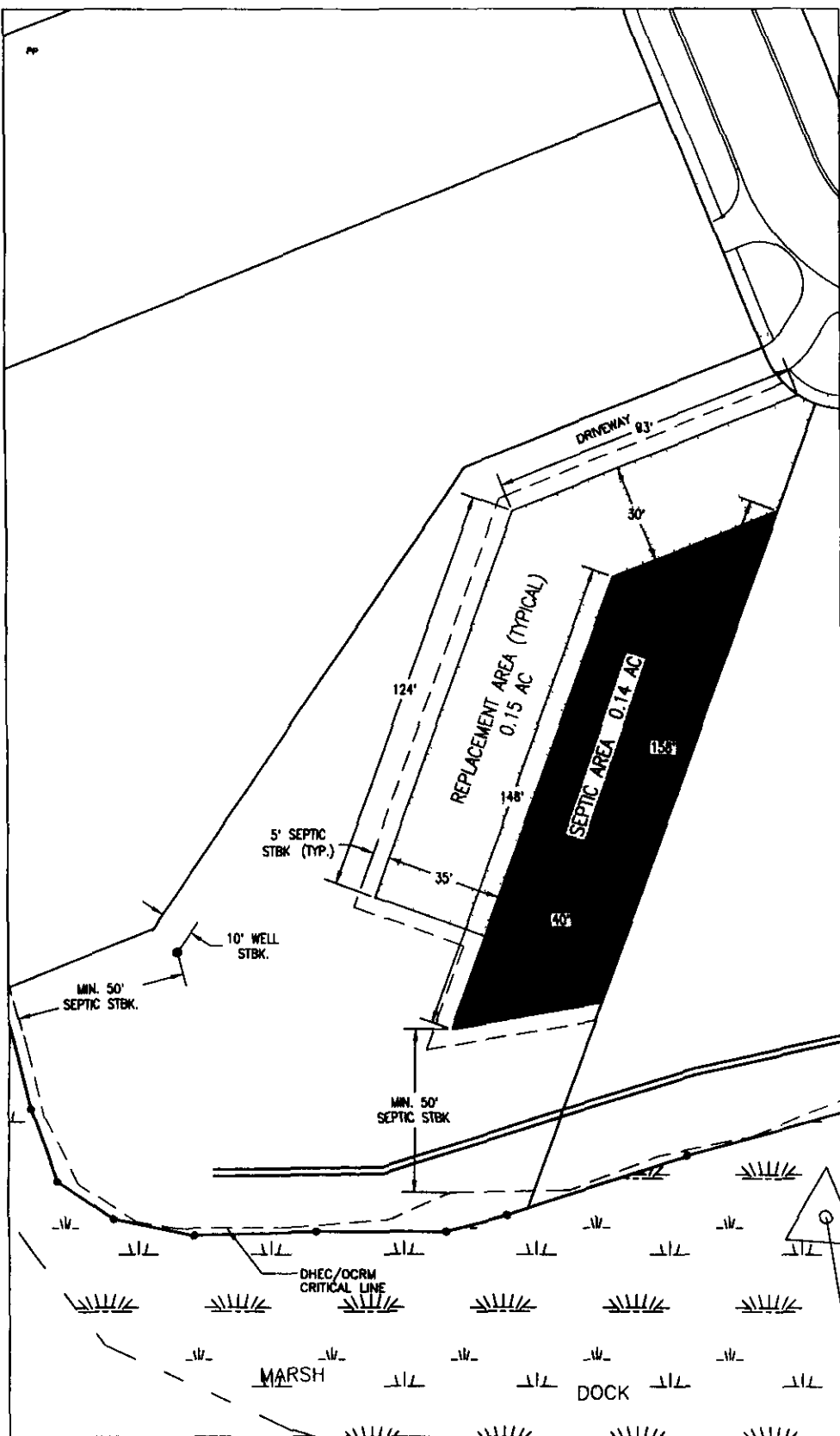
# PINCKNEY STREET DOCKS - LOT 3

SEPTIC  
LAYOUT

PROJECT # 3589.00  
DATE 7/26/01  
SCALE 1" = 60'

REVISED 7/27/01  
05/29/03

Exhibit D-3



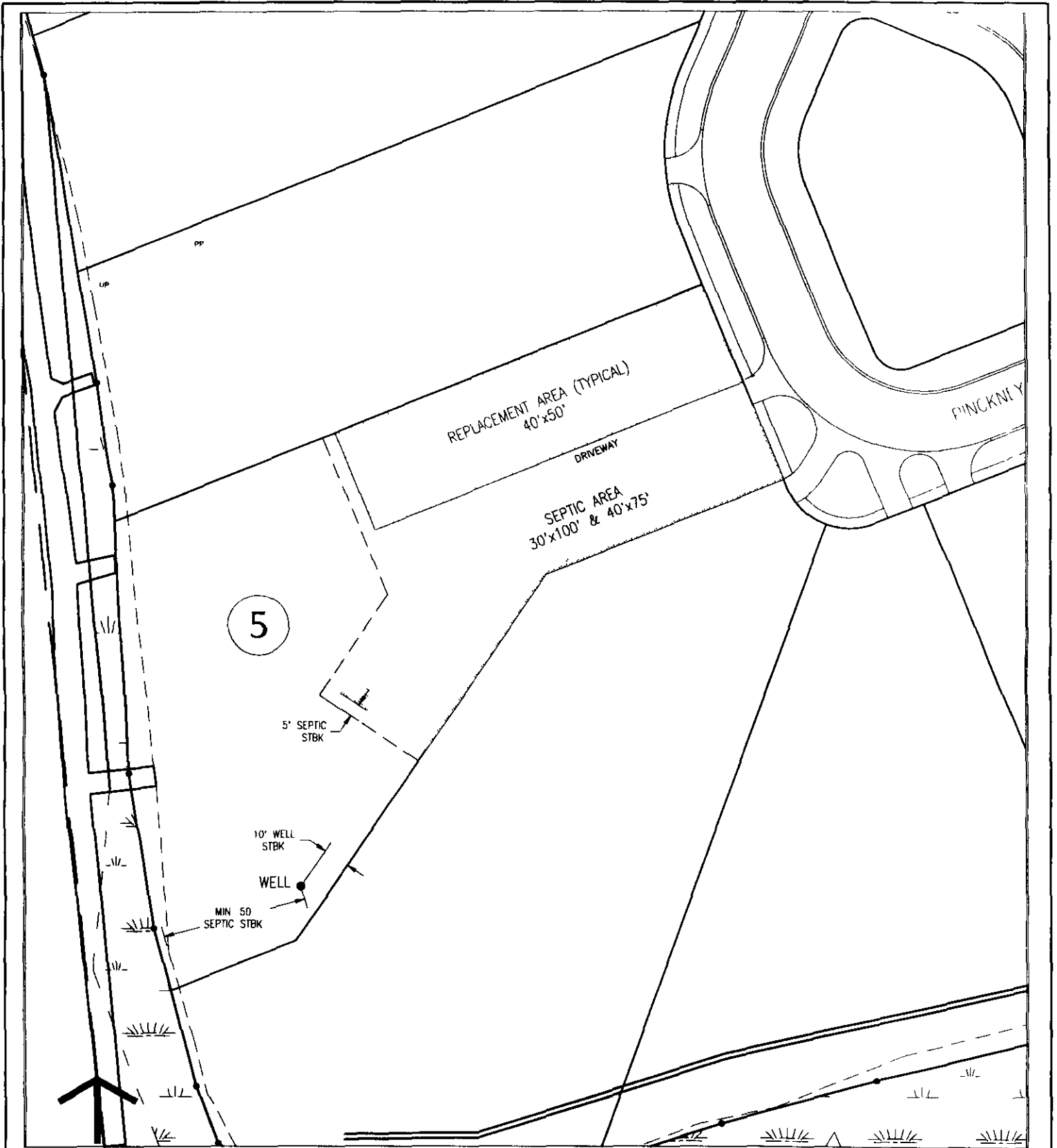
## PINCKNEY STREET DOCKS - LOT 4

PROJECT # 3589.00  
DATE 7/26/01  
SCALE 1" = 50'

## SEPTIC LAYOUT

REVISED: 7/27/01, 02/06/03  
HOUSE FOOTPRINT ADDED: 01/13/03  
REVISED FOOTPRINT: 04/03/03  
REVISED SEPTIC AREA: 05/16/03

Exhibit D-4



**PINCKNEY STREET DOCKS - LOT 5**

**SEPTIC LAYOUT**

PROJECT # 358900  
 DATE 7/26/01  
 SCALE 1" = 50'

REVISED: 7/27/01  
 05/29/03

Exhibit D-5

BK W451PG185

**BARR, UNGER & McINTOSH, L.L.C.**

FILED

*misc/amend*

*of signature  
TM*

W451-172  
2003 JUN -5 AM 9:53

*19.00  
C*

*CFB  
Mal*

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC