

3081

Book 3081 Page 139

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

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LINDA T. MESSERVY
DORCHESTER COUNTY, SC

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

INDIGO ON THE ASHLEY

THIS DECLARATION is made on the date hereinafter set forth by CHARLESTON LAND GROUP, L.L.C. (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Dorchester, State of South Carolina, which is more particularly described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF BY THIS REFERENCE
(44 LOTS, INDIGO ON THE ASHLEY)**

NOW THEREFORE, Declarant hereby declares that the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability thereof and which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

THIS DECLARATION ONLY APPLIES TO THE LOTS DESIGNATED ON THE PLAT AS "LOTS"; PROVIDED, HOWEVER, DECLARANT RESERVES THE RIGHT TO SUBDIVIDE AND DEVELOP OTHER LAND IN THE IMMEDIATE AREA AND TO ANNEX AND SUBJECT THOSE LOTS TO THIS DECLARATION. DECLARANT FURTHER RESERVES THE RIGHT TO SUBDIVIDE AND DEVELOP OTHER LAND IN THE IMMEDIATE AREA AND TO ANNEX AND SUBJECT THOSE LOTS TO THIS DECLARATION.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Indigo On The Ashley Home Owners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Areas" shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association shall be as follows:

(a) All drainage easements and swales, whether located upon a Lot, or within the rights-of way of any street.

(b) Any area designated "Common Area", "HOA", or other similar designation on a subdivision plat to show that the area is for the benefit of the Association.

(c) Any Common Area or any signage, whether such sign is on a separate Lot or on a sign easement area.

Section 5. "Lot" shall mean and refer to any plot of land reflected on any recorded subdivision map of the Property with the exception of Common Areas, Residual Areas (prior to the subdivision and development thereof) or any street dedicated to a public body.

Section 6. "Declarant" shall mean and refer to Charleston Land Group, L.L.C., its successors and assigns.

Section 7. "Indigo On The Ashley" as used herein shall mean that residential community known as Indigo On The Ashley as reflected on the Plat including any lots which may, at a later date, be developed by Declarant from the Residual Areas or other land in the immediate area.

Section 8. "Declaration" shall mean and refer to this instrument.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration.

Section 10. "By-Laws" shall mean the By-Laws of the Association attached hereto as Exhibit "A".

Section 11. "Builder" shall mean a residential home builder who acquires a Lot for purposes of constructing a dwelling thereon for sale to a third party. If a Builder occupies the dwelling as his/her principal residence, he/she will be subject to assessments at the time of the issuance of the Certificate of Occupancy.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by at least two-thirds (2/3) of each class of Members and properly recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the immediate members of his family (which live in the same household as the Owner), any tenants who reside in a residence constructed on the Owner's Lot or to any contract purchasers who reside in a residence constructed on the Owner's Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned (including any Lots subsequently developed by Declarant out of the Residual

Areas or other land). The Class B membership shall cease and be converted to Class A membership upon the occurrence of either of the following events, whichever occurs first:

(a) the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(b) January 1, 2009.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as to first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Indigo On The Ashley and for the improvement and maintenance of the Common Areas (and any improvements constructed thereon) and any ponds, creeks, marsh or drainage facilities not maintained by a public body. In addition, the assessments shall be used to maintain the Association and any expenses related thereto.

Section 3. Maximum Annual Assessment. Until January 1, 2002, the maximum annual assessment shall be _____ and No/100 Dollars (\$_____) per Lot. From and after said date, the maximum annual assessment shall be established by the Declarant and/or Board of Directors so that the total assessments paid by all Owners of Lots is sufficient to adequately maintain the Common Areas and improvements thereon and to pay any expenses related to the operation of the Association.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas, provided that, any such assessment shall have the approval of at least two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast at least twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except for Lots owned by Declarant or a Builder, both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected on an annual, quarterly or monthly basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the transfer of a completed dwelling on a Lot from Declarant or a Builder to a third-party buyer of the dwelling and Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Declarant and/or the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Declarant and/or the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Until such time as

Declarant has sold more than seventy-five (75%) per cent of the Lots proposed to be developed within Indigo On The Ashley Subdivision, Declarant shall fund, in lieu of paying the annual assessment, any operating deficit of the Association not to exceed the amount it would have paid if it had paid the annual assessment for each lot owned by the Declarant.

Section 8. Effect of Non-payment of Assessments or Noncompliance with Declaration; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of five percent (5%) of the assessment due and shall thereafter bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. If the Association is required to bring any action to collect fees and assessments and to enforce any other provision of this Declaration, it shall be entitled to recover all costs and expenses of collection and/or enforcement including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon a Lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors or by an architectural control committee (the "ACC") comprised of three (3) or more representatives appointed by the Board (however, until such time as the Class A membership votes exceed the Class B membership votes, the ACC shall be comprised of individuals appointed exclusively by Declarant). In the event said Board, or the ACC, fails to approve or

disapprove said plans and specifications within forty-five (45) days after said plans and specifications have been submitted, approval will be deemed to have been received and this Article will be deemed to have been fully complied with.

Neither Declarant nor any member of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ACC nor for any structural defects in any work done according to said plans and specifications approved by the ACC. Further, neither Declarant nor any member of the ACC shall be liable for any damages to anyone submitting plans or specifications for approval under this Section nor to any Owner affected by this Declaration by mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications to the ACC for approval, by submission of such plans and specifications, and every Owner, by acceptance of the deed to his Lot, agrees that no action or suit may be brought against Declarant or any member of the ACC to recover for any such damages.

ARTICLE VI

NON-DEDICATION

The Common Areas, as described herein, and any further common areas are not hereby dedicated for the use of the general public but are dedicated to the common use and enjoyment of the Members of the Indigo On The Ashley Home Owners Association, Inc.

ARTICLE VII

RESTRICTIONS AND EASEMENTS

The following covenants, conditions, restrictions and easements are herewith imposed on the Lots:

1. Residential Use of Lots. All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any Builder of homes in Indigo On The Ashley from using any Lot for the purpose of carrying on business related to the development, improvement and sale of Lots and/or houses constructed thereon.

2. Building Construction.

(a) No building or structure shall exceed three (3) stories in height or be in excess of thirty-eight feet (38') in height.

(b) A detached garage and one accessory building or structure may be permitted as approved in writing by the ACC after review of the plans and setbacks. Each attached garage and accessory building shall be constructed of the same materials as the primary residence on the Lot.

3. Setbacks, Building Lines and Construction Requirements.

(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 City of North Charleston and in accordance with the restrictions contained herein, whichever restrictions or requirements are more stringent.

(b) In each case, individual setbacks or sidelines must be approved in writing by the ACC. The ACC may require a greater or lesser setback so long as the required setback does not violate the setback requirements of the City of North Charleston. In certain cases, the ACC may require an Owner to seek a variance from the City of North Charleston, if necessary, to protect important trees, vistas or to otherwise preserve aesthetic value.

(c) No more than one (1) dwelling unit shall be built upon any one (1) Lot.

(d) The Owner shall provide parking for at least two (2) vehicles upon his Lot on the driveway or in the garage.

(e) Walls and Fences. Unless approved in writing by the ACC, no wall shall be erected, placed or altered on any Lot unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. Fences shall be of such design, height, location and material as approved in writing by the ACC. No chain link fences shall be allowed. Fences shall be set back at least five feet from the front face of the house. Fences on corner lots shall be set back at least ten feet from the side property line which is parallel and closest to the intersecting street.

(f) Subdivision of a Lot. No Lot shall be subdivided. Two or more Lots may be combined to form a fewer number of Lots so long as any resulting Lot(s) meet(s) all subdivision and zoning requirements. Any easements along side Lot lines which are abandoned in the combination of Lots shall be deemed automatically abandoned unless there is, in fact, an easement or utility located along or adjacent to

said Lot line. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. The combination of Lots shall not reduce the assessments due and the Owners of combined Lots shall be required to apportion their respective share of the assessments attributable to the Lot being combined into their respective Lots.

(g) Terraces, Eaves, etc. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure.

(h) Buffer Strips. All buffer strips shown on any recorded plat shall be maintained by the Owner thereof as a planted and landscaped area unless such responsibility is assumed by the Association. No building or structure shall be constructed and no parking areas or other use may be maintained within the buffer strips.

4. Building Requirements and Landscaping. The heated living area of any home constructed in the community shall not be less than 2,400 square feet for marsh front lots (initially, Lots 14-20 Block H) and 1,800 square feet for interior lots (initially, Lots 10-13 and 21-30 Lot Block H and Lots 1-23 Block J). A two-story dwelling must have at least 650 square feet of heated and air-conditioned space on the first floor. Each lot must provide for landscaping of the front yard in accordance with landscaping plans to be approved by the Architectural Control Committee. The budget for landscaping shall not be less than Two Thousand and No/100 (\$2,000.00) Dollars per lot to be determined by the applicant submitting the proposed plans and contract for landscaping to the Architectural Control Committee. Each lot must have at least one live oak tree with a caliber of three (3") inches or greater and one (1) Cabbage Palmetto or Date Palm at least five (5') feet in height.

5. Delivery Receptacles and Property Identification Markers. The ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials as well as Lot identification markers. House numbers must be maintained so as to be clearly visible to authorities in the event of an emergency.

6. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any Lot and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily

or permanently; however, this paragraph shall not be construed to prevent Declarant and those engaged in construction from using sheds or other temporary structures during the construction process.

7. Completion of Construction. The ACC shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any building or structure not completed within one (1) year from the date of commencement of construction.

8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets shall be allowed provided they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. It shall be considered a nuisance if any such pets are allowed to go upon another Owner's Lot or to be upon the street or Common Areas unless under leash or carried by the Owner.

9. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Indigo On The Ashley.

10. Signs. No signs larger than four (4) square feet advertising "for sale" or "for rent" or any billboards shall be erected on any Lot or displayed to the public on any Lot. This restriction shall not apply to any signs used to identify and advertise the subdivision as a whole, any signs used by Declarant (or Declarant's agent) for the sale of any Lot or any signs used by a builder (or builder's agent) for the sale of any house constructed on a Lot. All signs used by any builder (or builder's agent) shall be subject to the written approval of the ACC.

11. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees, which have a diameter in excess of six inches (6"), measured two feet (2') above ground level and any distinctive flora shall not be intentionally destroyed or removed without the prior written approval of the ACC. The plans submitted by an Owner to the Board or ACC shall include all landscaping plans. Clotheslines, garbage containers and any swimming pool or other equipment shall be screened from view of neighboring Lots and the street. All utility service lines connecting to any residence shall be underground. All fuel tanks shall be buried. It is the responsibility of the Owner to maintain lawns and other landscaping on the entire lot and to the curb immediately in front of the lot. Owners of corner lots shall maintain to the curb of both streets bounding said

lot. Swimming pools shall be fenced in accordance with governmental regulations. The design of the fence must be approved by the ACC; however, it shall be the responsibility of the Owner to assure that the design, as approved, meets governmental regulations.

12. Antennas and Satellite Dishes. No radio or television transmission or reception towers or satellite dishes or antennas shall be erected on any Lot unless approved in writing by the ACC. Small satellite dishes, which cannot be prohibited under Federal Laws, and Regulations shall be approved by the ACC so long as the dish is screened from view from the street. In no event shall free standing transmission or receiving towers be permitted.

13. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers may be kept, stored or parked either on the street or on any Lot except within enclosed garages or otherwise fenced or screened from view of the street. The owner shall submit to the ACC written plans showing the type of fencing and screening which must be approved prior to planning or construction.

14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or unused vehicles. Trash, garbage or other waste shall not be kept upon a Lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same shall be removed by the Owner of such Lot, at the Owner's expense, upon written request of the ACC. Garbage cans, trash containers, boxes, bags and other trash or debris shall not be placed on the street until the morning of pick-up and all empty containers shall be removed by 6:00 P.M. on the date of pick-up.

15. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots unless approved in writing by the ACC.

16. Sewage System. Sewage disposal shall be through the system providing service within the City of North Charleston.

17. Water System. Water shall be provided through the system providing service within the City of North Charleston.

18. Utility Facilities and Street Lights. Declarant reserves the right to approve the construction, installation and maintenance of any wells used for irrigation purposes. No Owner may pump water from any pond, creek, or marsh. Each resident will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

19. Model Homes. Declarant, as well as any builder of homes in Indigo On The Ashley, shall have the right to construct and maintain a model home on any of the Lots.

20. Easements. Lots subject to this Declaration shall be subject to those easements, if any, as shown and set forth on any recorded plat thereof. Declarant hereby reserves an easement for utilities and drainage facilities over the front and side five feet (5') of each Lot and over the rear ten feet (10') of each Lot. Within these easements, no structure, planting or other items shall be constructed, placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner except for those improvements for which a public authority or utility company is responsible or those areas whose responsibility is assumed by the Association. Landscape materials including but not limited to grass clippings, leaves, and other yard waste shall not be disposed of in ditches, swales, ponds, or other drainage structures.

21. Driveways, Parking Areas and Entrances to Garages. All driveways, parking areas and entrances to garages shall be of a substance approved in writing by the ACC and of a uniform quality. There shall be no overnight parking on the street or on the lawns. No unlicensed vehicle shall be parked or maintained upon any driveway, street, lawn or parking area.

22. ADDITIONAL RESTRICTIONS FOR LOTS FRONTING ON ANY POND, CREEK, MARSH OR DRAINAGE EASEMENT. Lots bordering any pond, creek, marsh or drainage easement shall be subject to the following additional restrictions:

(a) The Owner shall maintain and mow the area between the edge of any pond, creek, marsh or drainage easement and all areas not covered by water even though the same may be reserved as a part of the pond, creek, marsh or drainage easement.

(b) No boats of any kind shall be permitted on any pond, marsh, or drainage easement. This restriction shall not apply to any waterway that is navigable and is accessible to a public navigable waterway.

(c) No filling of any pond, creek, marsh, or drainage easement shall be permitted and no waste, garbage, or wastewater shall be discharged, dumped, or otherwise placed in any pond, creek, marsh or drainage easement.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply with the covenants, conditions, restrictions and easements set forth herein. In the event of a violation or breach, or threatened violation or breach, of any of the same, Declarant, the Association, the ACC or any Owner, jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and to seek recovery of damages, or injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought to enforce the terms of this Declaration, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the President and Secretary of the Association, together with the statement that the Amendment was approved by seventy-five (75%) per cent of the Lot Owners at a specially called Meeting, by proxy, or by written consent, or any combination thereof; provided, however, Declarant reserves the right, at any time, to amend this Declaration so long as the Class B votes exceed the Class A votes.

Section 5. Annexation. Declarant reserves the right to annex and subject additional Lots to the within Declaration upon filing of a Supplemental Declaration subjecting such additional Lots to this Declaration. Declarant shall be entitled to its Class B membership vote for all Lots shown on the Plat.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this _____ day of _____, 2000.

WITNESSES:

[Signature]

First Witness Signs Here

[Signature]

Second Witness Signs Here

[Signature]

First Witness Signs Here

[Signature]

Second Witness Signs Here

DECLARANT:

CHARLESTON LAND GROUP, L.L.C.

By: [Signature]

Donald L. Berg, II

Its: Member

By: [Signature]

P. Rodney Jackson

Its: Member

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, Abbey Gehman, Notary Public for the State of South Carolina, do hereby certify that CHARLESTON LAND GROUP, L.L.C., by Donald L. Berg, II, its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 27 day of February ²⁰⁰²/~~2000~~.

[Signature]
Name of Notary Public
Notary Public, State of South Carolina

My commission expires:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, Abbey Gehman, Notary Public for the State of South Carolina, do hereby certify that CHARLESTON LAND GROUP, L.L.C., by P. Rodney Jackson, its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 27 day of February ²⁰⁰²/~~2000~~.

[Signature]
Name of Notary Public
Notary Public, State of South Carolina

My commission expires:

EXHIBIT "A"

BY-LAWS
OF
INDIGO ON THE ASHLEY HOME OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is INDIGO ON THE ASHLEY HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3870 Leeds Avenue, Suite 109, North Charleston, South Carolina 29405, but meetings of the members and directors may be held at such other places as may be designated by Declarant or the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Indigo On The Ashley Home Owners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all areas or real property owned or maintained by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas, Residual Areas (prior to the subdivision and development thereof) or any street dedicated to a public body.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Charleston Land Group, L.L.C., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the RMC Office for Dorchester County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held within twelve (12) months of the previous annual meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by Declarant, the president of the Association or by the Board of Directors or upon written request of the Members who are entitled to at least five percent (5%) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, first class mail, at least ten (10) days before such meeting to each Member entitled to vote thereat addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members and/or proxies entitled to cast at least twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be Members of the Association. Notwithstanding any other provisions of this Article IV, until such time as the Class A membership votes exceed the Class B membership votes, the three (3) directors shall be comprised of individuals appointed exclusively by Declarant. At such time as there is no Class B membership, the Board shall be expanded to five (5) new members to be elected at the next annual meeting. One of the new members shall be elected for a term of two (2) years and the other for a term of one (1) year.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one (1) director for a term of one (1) year and two (2) directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect directors for a term of two (2) years to fill any vacancies.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive any compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting (which they could take at a meeting) by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors, prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, the personal conduct of the Members and their guests thereon and the penalties for any infraction thereof;
- (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. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for the infraction of any published rule or regulation;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties; and
- (f) exercise all powers of a Mutual Benefit Non-Profit Corporation under the South Carolina Non-Profit Corporation Act of 1994.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested, in writing, by at least twenty-five percent (25%) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the Common Areas to be maintained and repaired, as needed, in an appropriate manner.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, a treasurer and such other officers as the Board of Directors may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except for the casual offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as may be required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such fund as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of said information to each Member.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS AND ENFORCEMENT

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of five percent (5%) of the assessment due and shall thereafter bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. If the Association is required to bring any action to collect fees and assessments and to enforce any other provision of this Declaration, it shall be entitled to recover all costs and expenses of collection and/or enforcement including reasonable

attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Indigo On The Ashley Home Owners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy; provided, however, Declarant reserves the right, at any time, to amend these By-Laws so long as the Class B votes exceed the Class A votes.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Charleston: 179210

EXHIBIT "A" TO DECLARATION

ALL those certain pieces, parcels and tracts of land, together with improvements thereon, located in **Section IV, Indigo On The Ashley Subdivision**, in the City of **North Charleston**, County of **Dorchester**, State of South Carolina, **known as Lots 10-30, Block H and Lots 1-23, Block J**, and more fully shown on a plat by Mark A. Cornelius, P.L.S. of General Engineering entitled "PLAT SHOWING INDIGO FIELDS SUBDIVISION (sic: now known as **INDIGO ON THE ASHLEY SUBDIVISION**), SECTION IV, LOTS 10 THRU 30, BLOCK 'H' AND LOTS 1 THRU 23, BLOCK 'J', A 18.078 ACRE TRACT, PROPERTY OF INDIGO FIELDS DEVELOPMENT GROUP, L.L.C. (sic: the correct owner is **CHARLESTON LAND GROUP, L.L.C.**) LOCATED IN NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA", dated November 23, 1999, and recorded January 18, 2000, in **Plat Book J page 152** in the RMC Office for Dorchester County South Carolina.

SAID Lots having such size, shape, buttings, boundings, and dimensions as will by reference to the Plat more fully and at large appear.

FILED - RECORDED
RMC / ROD

2002 MAY -6 PM 3:37

LINDA T. MESSERVY
DORCHESTER COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

**FIRST OF AMENDMENT
TO THE
DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
INDIGO ON THE ASHLEY**

This FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDIGO ON THE ASHLEY is made on the date hereinafter set forth by Charleston Land Group, LLC ("The Declarant").

WHEREAS, Declarant executed and recorded that certain "Declaration of Covenants, Conditions, and Restrictions for Indigo on the Ashley" ("the Declaration"); and

WHEREAS, pursuant to Article VII, Section IV of the Declaration, Declarant retained the right amend the Declaration for so long as the Class B votes exceed the Class A votes; and

WHEREAS, pursuant to the terms of the Declaration, as of the date of the execution and recording of this First Amendment, the Class B votes exceed the Class A votes; and

WHEREAS, Declarant has determined that the Amendment to the Declaration as contained herein are necessary for the promotion and preservation of the subdivision known as Indigo on the Ashley.

NOW THEREFORE, Declarant hereby declares that the Declaration is amended as provided below, and further that all amendments shall immediately, upon notice to each owner, shall apply to all of the property as fully as if the Amendments were contained in the original Declaration.

1. Article VII, Section 9 is amended to read as follows:

9. Offensive Activities - No noxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Indigo On the Ashley. Any activity derogatory to the subdivision as a whole is hereby defined as an offensive activity.

2. Article VII, Section 10 is amended by the deletion of the original paragraph and the substitution thereof of the following:

10. Signs - No signs shall be place upon any lot or other part of the property except as provided herein. Lot identification markers shall be allowed as provided in Paragraph 5 herein. Signs, no larger than 4 square feet, for the purpose of marketing the property on which the sign is located, maybe displaced. Declarant shall be allowed to display such signs as it deems appropriate for the promotion of the subdivision as a whole. No other signs shall be allowed on any portion of the property.

3. Article VIII, Section 1 is hereby amended to read as follows:

1. Enforcement - Each Owner shall comply with the covenants, conditions, restrictions and easements set forth herein. In the event of any violation of Paragraphs 5-14 of this Article VII that continues after the elapse of the tenth day of the receipt by owner of notice of the violation, the owner shall be assessed a fine in the amount of \$100.00 per day, collectible in the same manner as maintenance assessment. Further, in the event of a violation or breach or threatened violation or breach, of any of the same, Declarant, the Association, and the ACC or any Owner, jointly or severally, shall have the right to enforce, by any proceeding at law or in

quity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and to seek recovery of damages, fines assessed, or injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought to enforce the terms of this Declaration, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorney's fees. Any costs and expenses recovered against any Owner in any such action shall become a lien upon the Owner's lot, and collectable in the same manner as assessments.

In all other respects, the Declaration is ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 14 day of January, 2002.

DECLARANT:

CHARLESTON LAND GROUP, LLC

By: [Signature]
Donald L. Berg, II
Its: Member

[Signature]
First Witness Sign Here

[Signature]
Second Witness Sign Here

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

I, Abbey Gehman, Notary Public for the State of South Carolina, so hereby certify that Charleston Land Group, LLC, by Donald L. Berg, II, its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 14 day of January, 2002.

Abbey Gehman
Notary Public for South Carolina
My Commission Expires: Nov 12 2008

3631-184

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

FILED-RECORDED
RMC / ROD
2003 JUN 19 PM 2:05
LINDA I. MESSERVY
DORCHESTER COUNTY, SC

**SECOND AMENDMENT
TO THE DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
INDIGO ON THE ASHLEY**

This SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDIGO ON THE ASHLEY is made on the date hereinafter set forth by Charleston Land Group, LLC ("The Declarant").

WHEREAS, Declarant executed and recorded that certain "Declaration of Covenants, Conditions, and Restrictions for Indigo on the Ashley" Lots 10-30, Block H, and Lots 1-23, Block J, which is dated January 14, 2002 and recorded in the Office of the Register of Deeds for Dorchester County in Deed Book 3081 at Page 139 ("The Declaration"); and

WHEREAS, pursuant to Article VII, Section IV of the Declaration, Declarant retained the right to amend the Declaration for so long as the Class B votes exceed the Class A votes; and

WHEREAS, pursuant to the terms of the Declaration, as of the date of the execution and recording of this Second Amendment, the Class B votes exceed the class A votes; and

WHEREAS, Declarant has determined that the Amendment to the Declaration as contained herein as necessary for the promotion and preservation of the subdivision known as Indigo on the Ashley.

NOW THEREFORE, Declarant hereby declares that the Declaration is amended as provided below, and further that all amendments shall immediately, upon notice to each owner, shall apply to the property as fully as if the Amendments were contained in the original Declaration.

1. Article VII, section 4 is amended to read as follows:
10. Building Requirements and Landscaping – The heated living area of any home constructed in the community shall be not less than 2,400 square feet for marsh front lots (Lots 14-20 Block H) 1,800 square feet for interior lots in Blocks K, H, and J (specifically, Lots 10-13 and 21-30 Block H, Lots 1-23 Block J and Lots 10-23 Block K) and 1,600 square feet for interior lots in Block D (Lots 3-26 Block

return to
723 A ST. ANDREWS BLVD.
CHARLESTON, SC 29407

D). A two-storey dwelling must have at least 650 square feet of heated and air-conditioned space on the first floor. All dwellings in Indigo on the Ashley (all lots) must have a permanent covered front porch, subject to approval by the Architectural Control Committee. All dwellings in Block K, Block J, and Block H must be constructed on a crawl space with not less than thirty inches (30") between the grade under the home to the lowest wood member of the dwelling. Dwellings in Block D are not required to be constructed on a crawl space. Each lot must provide for landscaping of the front yard in accordance with landscaping plans to be approved by the Architectural Control Committee. The budget for landscaping shall not be less than Two Thousand and No/100 (\$2,000.00) Dollars per lot to be determined by the applicant submitting the proposed plans and contract for landscaping to the Architectural Control Committee. Each lot must have at least one live oak tree with a caliper of three (3") inches or greater and one (1) Cabbage Palmetto or Date Palm at least five (5") feet in height.

In all other respects, the Declaration is ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 2nd day of May, 2003.

DECLARANT:

CHARLESTON LAND GROUP, LLC

Longiacinti

First Witness Sign Here

By: _____

Donald L. Berg, II

Its: Member/ manager

Anthony Schwan

Second Witness Sign Here

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, Abbey Gehman, Notary Public for the State of South Carolina, so hereby certify that Charleston Land Group, LLC by Donald L. Berg, II, its Member/ manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 12 day of June, 2003

Abbey Gehman
Notary Public of South Carolina

My commission expires: Nov 12 2008

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

FILED/RECORDED
April 16, 2010
DORCHESTER COUNTY
REGISTER OF DEEDS

**THIRD AMENDMENT
TO THE DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
INDIGO ON THE ASHLEY**

Indigo on the Ashley Homeowners Association ("IOA HOA"), as successor to the developer and declarant of the COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDIGO ON THE ASHLEY, as recorded in the Office of the Register of Deeds for Dorchester County in Deed Book 3081 at Page 139, hereby amends the COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INDIGO ON THE ASHLEY.

WHEREAS, the text of the amendment was approved by seventy-five per cent (75%) of the Lot Owners by proxy ballot, the IOA HOA hereby declares that the Declaration is amended as provided below, and that this amendment shall immediately, upon notice to each owner, apply to the property as fully as if the Amendment was contained in the original Declaration.

1. Article VII, section 11 is amended to read as follows:

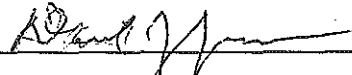
11. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter greater than ten inches (10") DBH (diameter breast high) and any distinctive flora shall not be intentionally destroyed or removed without the prior written approval of the ACC. The plans submitted by an Owner to the Board or ACC shall include all landscaping plans. Clotheslines, garbage containers and any swimming pool or other equipment shall be screened from view of neighboring Lots and the street. All utility service lines connecting to any residence shall be underground. All fuel tanks shall be buried. It is the responsibility of the Owner to maintain lawns and other landscaping on the entire lot and to the curb immediately in front of the lot. Owners of corner lots shall maintain to the curb of both streets bounding said lot. Swimming pools shall be fenced in accordance with governmental regulations. The design of the fence

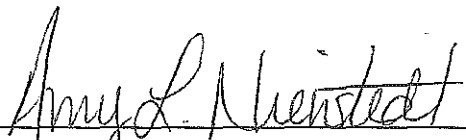
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PO BOX 50100
Summerville, SC 29485

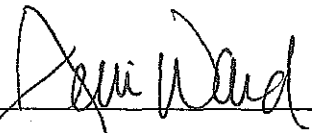
must be approved by the ACC; however, it shall be the responsibility of the Owner to assure that the design, as approved, meets governmental regulations.

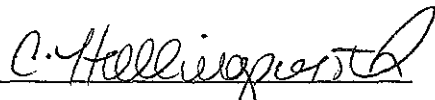
IN WITNESS HEREOF, Indigo on the Ashley Homeowners Association has executed this instrument this 23rd day of March, 2010.

INDIGO ON THE ASHLEY HOMEOWNERS ASSOCIATION

By: 
David J. Jones, Its President

By: 
Amy L. Mienstedt, Its Secretary


First Witness Sign Here


Second Witness Sign Here

