



Recording Date: 06/27/2007

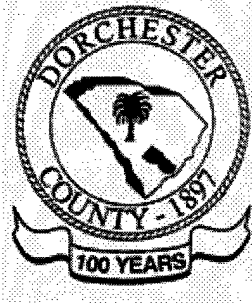
Instrument: 39

Book: 6104 Page: 310

FILED-RECORDED
RMC / ROD

2007 Jun 27 AM 9:21:57

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 20.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

20

STATE OF SOUTH CAROLINA)
) DECLARATION OF RESTRICTIVE COVENANTS
COUNTY OF DORCHESTER)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 19th day of June, 2007, by and between The Ryland Group, Inc., a Maryland Corporation, ("Declarant") and Middleton Place Foundation.

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Dorchester County, South Carolina, more particularly described in Exhibit A attached hereto, upon which Declarant intends to construct certain improvements, consisting of a phased single-family home project known as Taylor Plantation ("Property"); and

WHEREAS Middleton Place was founded in 1741 and it is today America's oldest landscaped gardens. Henry Middleton, the founder of Middleton Place, served as second President of the First Continental Congress. Arthur Middleton, son of Henry Middleton, a signer of the Declaration of Independence, was born and is buried at Middleton Place. Middleton Place was designated a National Historic Landmark in 1972. Middleton Place Foundation is a trust recognized by the Internal Revenue Service as a 501c3 organization; and

WHEREAS, Declarant has established the Taylor Plantation Property Owners Association, Inc. ("Association"), a non-profit corporation incorporated under the laws of the State of South Carolina; and

WHEREAS, a portion of the Property lying adjacent to the Ashley River and located within one hundred feet (100') of the approved Ocean and Coastal Resource Management (OCRM) Critical Line of the Ashley River and running for the entire length of the Property along the Ashley River, has been designated as a "Buffer Area." Furthermore, the Buffer Area located behind Lots 181-199 as identified on the Preliminary Subdivision Plat of Taylor Plantation dated January 20, 2006 shall be widened by fifty feet (50') resulting in a minimum buffer area width of one hundred fifty (150') behind said Lots 181-199. Furthermore, a preservation easement will be placed on the rear twenty five feet (25') of Lots 132-134 as identified on the Preliminary Subdivision Plat of Taylor Plantation dated January 20, 2006. The Buffer Area shall remain opaque and in its natural undisturbed state; the Buffer Area being shown on Exhibits B and C attached hereto; and

WHEREAS, in consideration of the issuance of the Coastal Zone Consistency Certification associated stormwater permit 18-06-06-02 by the S.C. Department of Health and Environmental Control ("DHEC" to include any successor agency), and for the protection or enhancement of the property's wetlands, scenic, conservation, resource, environmental, or other values, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant has agreed to place certain restrictive covenants on the Buffer Area, in order that the

(6.18.07)

HAYN WORTH SIMICER Boyd
139 MEETING ST
CHARLESTON S.C. 29402
3RD FL
SUITE 300

Buffer Area shall remain substantially in its natural condition forever, as provided herein.

NOW THEREFORE, Declarant hereby declares that the Buffer Area shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to these restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns, transferees, lessees, or other occupiers and users, including without limitation, the Association (all included in the term "Declarant" below).

1. Buffer Area Restrictions.

Except as necessary or desirable for the hereinafter listed limited activities within the Buffer Area, no portion of the Buffer Area shall be disturbed in any material way, including, but not limited to, construction, removal of topsoil, or trees in order to retain its opaque quality as viewed from the Middleton Place National Historic Landmark. DHEC and Middleton Place Foundation shall have equal authority for discretionary enforcement of these Buffer Area Restrictions.

(a) A pedestrian access corridor (walkway) of natural porous material, not to exceed six feet (6') in width, may be created within the Buffer Area for the purpose of providing access to the water's edge and to allow residents and their guests to enjoy the natural beauty of the Buffer Area. Selective underbrushing may be performed between the access corridor and the water's edge to enhance the view of those utilizing the access corridor; provided, however, that no underbrushing shall occur more than fifty feet (50') landward of the OCRM Critical Area Line. The area between the lots and access corridor will remain undisturbed. The exact routing of the walkway shall be determined at the time of construction, but shall be located between twenty five and one hundred feet (25'-100') landward of the OCRM Critical Line as shown on the attached Exhibits and reflected in plats referenced in Exhibit A.

(b) A small crabbing dock for use of Owners and their guests has been permitted (2004-1E-009-P) on Coosaw Creek, a tributary of the Ashley River. The construction and maintenance of this structure adjacent to the buffer is not inconsistent with the terms of this restrictive covenant. Access to the dock through the Buffer Area shall be by path or boardwalk (assuming any requisite permits are obtained) and shall be designed and constructed in a manner that will maintain the opaque nature of the buffer.

2. Deed Restriction of Permitted Dock.

Furthermore, Declarant and DHEC intend and covenant that this Declaration of Restrictive Covenants shall also satisfy the deed restriction requirement of critical area permit 2004-1E-009-P (see special condition number three). That condition provides:

Provided this parcel of land is deed restricted to this singular dock. No additional docks, community or private, will be allowed within this development due to the Ashley River Special Area Management Plan. All contracts for lot sales must have this provision included and be understood by the purchaser.

3. Other Restrictions.

The following additional restrictions shall apply to the buffer, crabbing dock and improvements constructed upon the Property. Middleton Place Foundation shall have the sole authority for discretionary enforcement of these five restrictions:

(a) Supplemental Plantings in Buffer. The Declarant shall supplement the buffer with plant material to create an opaque buffer as required by the City of North Charleston Ordinances as it exists on the date of this covenant.

(b) Reflective Qualities of Dock Construction Materials. Any building materials used for the construction of the dock that create a significant reflection as viewed from Middleton Place shall be screened, painted or otherwise dulled to inhibit such reflection.

(c) Height of Certain Buildings and Other Structures. The maximum height of all buildings and other structures shall be thirty five feet (35') above ground level in accordance with the City of North Charleston Ordinance Section 5-8, as it exists on the date of this covenant. AR-I Ashley River Scenic District I.

(d) Exterior Paint Colors of Buildings and other Structures. Exterior siding colors of Buildings and other structures located upon the portions of the property designated as Lots 110-117, 128-139, 162-169, 179-201, 209-212, 256-259, 267-270 as identified on the Preliminary Subdivision Plat of Taylor Plantation dated January 20, 2006, shall be limited to natural and darker shades compatible with the surrounding natural environment, specifically not white, yellow, pink or bright colors. Middleton Place Foundation has approved a Lord & Evans Paints' color palette consisting of Ivy RHTP001, Granite RHTP003, Champagne RHTP004, Silver RHTP005, Tan RHTP008, Evergreen RHTP009, Firebrick RHTP010, Russet RHTP011, Hazel RHTP012, Steel Blue RHTP013, Saddle RHTP014, Cobblestone RHTP015 and Tumbleweed RHTP016. Requests for additional colors will be submitted to Middleton Place Foundation for approval and such approval will not be unduly withheld.

(e) Outdoor Lighting. No spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon the Property within or adjacent to the Buffer Area. This restriction shall not preclude the use of "down lighting," minimizing light to be reflected towards the Ashley River.

4. The Middleton Place Foundation as Third-party Beneficiary.

For and in consideration of the cooperation of Middleton Place Foundation in obtaining permits required for this development, and the relinquishment by Middleton Place Foundation of any rights to appeal such permits, Middleton Place Foundation is and shall remain a

third-party beneficiary of the within Buffer Area restrictions and all terms and conditions set forth in this instrument. The Declarant grants to Middleton Place Foundation a discretionary right to enforce these restrictions in a judicial action against any person(s) or other entity(ies) violating or attempting to violate the same; provided, however, that no such violation shall result in a forfeiture or reversion of title. Upon reasonable advance notice to Declarant or Association, a representative of Middleton Place Foundation shall have a right to access to inspect the Buffer Area in order to determine if the Buffer Area restrictions are being met. All issues involving maintenance of the Buffer Area and compliance with the restrictions cited herein shall be the sole responsibility of the Association, after the Association has been established and gains title to the Buffer Area.

5. Reserved Rights.

It is expressly understood and agreed that the Buffer Area restrictions and the rights granted to DHEC or Middleton Place Foundation herein do not grant or convey to members of the general public any rights of ownership, entry or use of any of the Property, and are created solely for the protection of the Buffer Area, and the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the Property for all purposes not inconsistent with the Buffer Area restrictions are reserved for the benefit of the Association.

6. Amendment of Buffer Area Restrictions.

These restrictive covenants may only be amended by a recorded document signed by DHEC, Middleton Place Foundation, and Declarant. Any request by Declarant to amend these restrictive covenants shall be submitted in writing to DHEC and Middleton Place Foundation. Amendment of these restrictive covenants shall be at the discretion of DHEC and Middleton Place Foundation.

7. Notice.

Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property affected by the terms of this Declaration of Restrictive Covenants (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants, and any subsequent amendments, Recorded in Book _____, at Page _____, in
Dorchester County on E.D.

8. Wetlands Mitigation Notice.

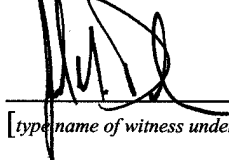
NOTICE: This Property is subject to the Declaration of Restrictive Covenants dated September 19, 2006 and recorded on September 26, 2006 in Book 5613, at Page 188 in the office of the Dorchester County Register of Deeds.

9. Recording of Declaration.

Prior to the conveyance of any portions of the Property encompassed by the terms of this Declaration, Declarant shall record in the RMC Office for Dorchester County this Declaration of Restrictive Covenants and a certified copy of said recorded document shall be sent to DHEC and Middleton Place Foundation.

IN WITNESS WHEREOF, the Declarant and Middleton Place Foundation have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:


[type name of witness under signature line]

Dina M. Rush
[type name of witness under signature line]

DECLARANT:

THE RYLAND GROUP, INC.

By: 

Printed Name: Don McDonough

Its: DIVISION PRESIDENT

STATE OF SOUTH CAROLINA
Charleston
COUNTY OF ~~DORCHESTER~~

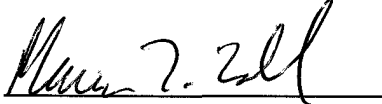
ACKNOWLEDGMENT

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 19th day of June, 2007 by Don M. McDonough, its Division President

Dina Marie Rush
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8.15.15

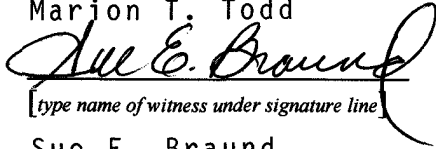
IN WITNESS WHEREOF, Middleton Place Foundation has duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:



[type name of witness under signature line]

Marion T. Todd



[type name of witness under signature line]

Sue E. Braund

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

MIDDLETON PLACE FOUNDATION

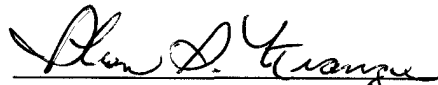
By: 

Printed Name: Charles H. P. Duell

Its: President

ACKNOWLEDGMENT

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 19th day of June, 2007 by Charles H.P. Duell, its President.



NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: March 4, 2012

EXHIBIT A

{Tract B-1 and Tract D, as described herein with the legal description from the Special Warranty Deed recorded in Dorchester County at Book 4475 at page 039 on December 21, 2004.

And

Tract C-1, as described herein with the legal description from the Special Warranty Deed recorded in Dorchester County at Book 4430 at page 184 on November 22, 2004.}

BK 4475PG039

EXHIBIT "A" TO DEED

Tract B-1, 40.664 Ac. & Tract D, 41.20 ac. (marsh)

All that certain parcel, piece or tract of land situate, lying and being in the State of South Carolina, County of Dorchester, located on Dorchester Road, shown and designated as "TRACT 'B-1' TAYLOR PLANTATION 1,771,304.49 sq.ft. 40.664 ACRES" on a plat by Trico Engineering Consultants, Inc. entitled, "PLAT SHOWING TRACT 'B-1' (40.664 ACRES), BEING A PORTION OF TRACT 'B', OF TAYLOR PLANTATION, PROPERTY OF CHARLESTON LAND PARTNERS, LLC, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", which said plat is dated December 16, 2003, last revised February 12, 2004, and recorded in Plat Cabinet K at Slide 95, in the ROD/RMC Office for Dorchester County, South Carolina.

SAID tract of land having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

TOGETHER with all Grantor's right, title and interest in and to that portion of the property lying below the critical line and running to the Ashley River and to the center line of an unnamed creek (now known as Coosaw Creek) and being shown as "Tract 'D' marsh 41.20 ac" on a plat entitled "PLAT OF 190.31 ACRES (TRACTS "A"- "B"- "C"- & "D" PORTION OF PALMETTO PLANTATION TRACT PROPERTY OF M.R. GODLEY ABOUT TO BE CONVEYED TO, SOLOMON, SCHWARTZ & GARFINKLE LOCATED ON DORCHESTER ROAD DORCHESTER COUNTY, SOUTH CAROLINA", by H. Exo Hilton R.L.S. dated Aug. 1983 and recorded in Plat Cabinet D at Page 319, in the RMC Office for Dorchester County, South Carolina.

SUBJECT to the following restriction:

1. Grantee acknowledges that the property hereby conveyed is part of approximately 150 acres of land to be developed and shall be developed under the common name of "Taylor Plantation" Subdivision. All portions of the property conveyed hereby which are later conveyed shall be deed-restricted to reflect said requirement.

AND FURTHER SUBJECT to all easements, restrictions, comments, matters and limitations of record, including without limitation those shown on the aforesaid plats.

BEING the same premises conveyed to Charleston Land Partners, LLC by deed of Sailford Land Company, LLC, dated December 17, 2003, and recorded December 18, 2003, in Book 3936 at page 173 in the ROD/RMC Office aforesaid.

TMS: 180-00-00-010

Grantee's address:
3227 Walter Drive
Johns Island, SC 29455

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 21st
Day of Dec 2004
at 2:52 P. M and recorded
in book 4475 page 37
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCE®

CHARLESTON 255728v1

BK 4430PG184

EXHIBIT "A"

TRACT C-1, 42.755 AC, TAYLOR PLANTATION

ALL that certain piece, parcel and tract of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, Dorchester County, State of South Carolina, shown and designated as "TRACT C-1 SAILFORD LAND COMPANY LLC. A PORTION OF TMS NO. 181-00-00-076 42.755 TOTAL ACRES" on a plat by HLA, Inc. entitled "PLAT SHOWING THE SUBDIVISION OF TMS NO. 181-00-00-076 INTO TRACT C-1 (42.755 ACRES), TRACT C-2 (0.487 ACRES) AND SHOWING A 60' INGRESS/EGRESS EASEMENT PROPERTY OF CHARLESTON LAND PARTNERS, LLC LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", which said plat is dated August 24, 2004, and recorded October 25, 2004, in Plat Cabinet K at page 122 in the RMC/Register of Deeds Office for Dorchester County, South Carolina.

Said tract of land having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

SUBJECT TO the following restrictions:

1. Grantee acknowledges that the property hereby conveyed includes a 60' wide strip of land adjacent to the property shown as "SAILFORD LAND COMPANY, LLC. TRACT B-1 TMS NO. 181-00-00-010" ("West 80 Acres") on the aforesaid plat recorded in Plat Book K page 122, which is subject to the ingress/egress easement shown as "SAILFORD LAND CO. 60' INGRESS/EGRESS EASEMENT" on said plat. With regard to said portion of the property, (i) none of said strip of land may be included in any of the lots developed or to be developed on the property, (ii) no improvements may be constructed thereon, and (iii) said strip of land shall be maintained, in perpetuity, as a vegetative buffer between the property hereby conveyed and the West 80 Acres.
2. Grantee further acknowledges that, in connection with the development of the property, Grantee, its successors and/or assigns, shall be required to provide access to the adjacent property owned by Donna A. Lewis Brantley and shown as "DONNA A. LEWIS BRANTLEY TMS 181-00-00-020" on the aforesaid plat.
3. Grantee further acknowledges that the property hereby conveyed is part of approximately 150 acres of land to be developed and shall be developed under the common name of "Taylor Plantation" Subdivision. All portions of the property conveyed hereby which are later conveyed shall be deed-restricted to reflect said requirement.
4. Grantee further acknowledges that, without the express written consent of Charleston Land Partners, LLC, its successors and/or assigns (which consent may be withheld by Charleston Land Partners, LLC, its successors and/or assigns, in its/their sole discretion), the property hereby conveyed (i) may only be developed for detached single-family purposes, and (ii) shall be limited to a maximum of one hundred seventy (170) units (single-family lots).

AND SAID PROPERTY IS FURTHER SUBJECT to all other easements, restrictions, comments and matters of record, including without limitation those shown on all applicable plats of record, including the aforesaid plat.

TOGETHER WITH the non-exclusive right of ingress and egress over, under and upon those portions of the premises shown as "TRACT C-2 60' RW (0.487 ACRES)" and "NEW 60' INGRESS/EGRESS EASEMENT (0.96 ACRES)" on the above-described plat recorded in Plat Book K at page 122 in the RMC/ROD Office aforesaid. Charleston Land Partners, LLC, its successors and/or assigns, shall be

CHARLESTON 254502v1

~~Tract C-1~~
~~Tract C-2~~

BK 4430PG185

responsible to construct a road to be dedicated to the public upon the said "TRACT C-2 60' RW (0.487 ACRES)", pursuant to a separate agreement between Charleston Land Partners, LLC and Taylor Plantation, LLC. Said easements are appurtenant to and transferable with the title to Tract C-1 and are for the commercial and economic benefit of Tract C-1.

BEING a portion of the premises conveyed to Charleston Land Partners, LLC by deed of Sailford Land Company, LLC, dated and recorded simultaneously herewith in the RMC/ROD Office aforesaid:

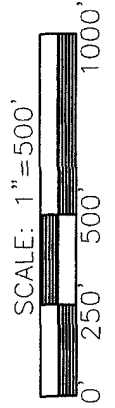
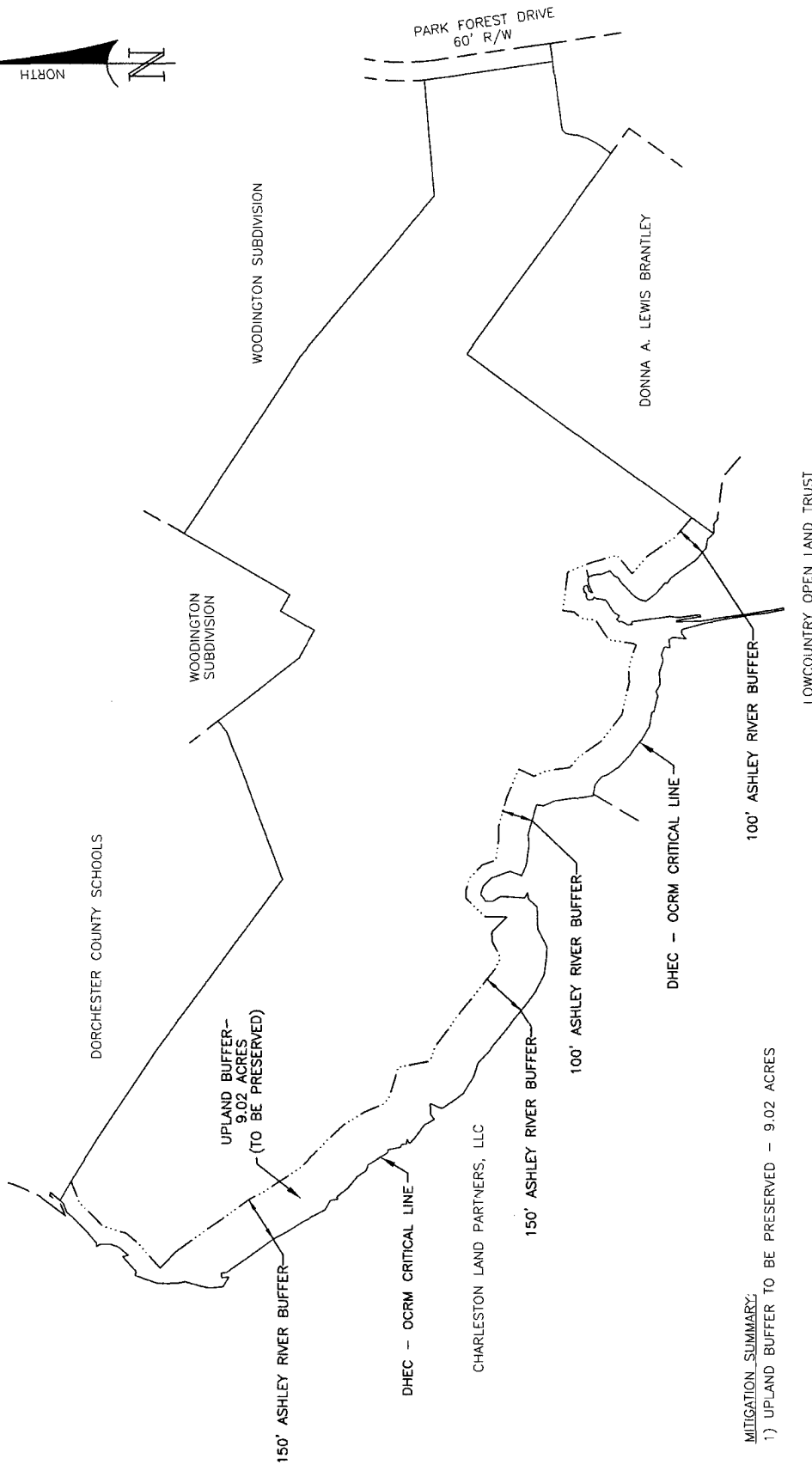
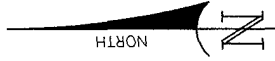
TMS: 181-00-00-~~076~~ (formerly portion of 181-00-00-076)

Grantee's Address:
3227 Walter Drive
Johns Island, SC 29455

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 22nd
Day of Nov. 2007
at 12:21 P. M and recorded
in book 4430 page 18a
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCES

EXHIBIT B

{Taylor Plantation, Ashley River Buffer Exhibit
Prepared for Ryland Homes (Sept. 18, 2006)}



MITIGATION SUMMARY:
 1) UPLAND BUFFER TO BE PRESERVED - 9.02 ACRES

EXHIBIT "A"
 TAYLOR PLANTATION
 ASHLEY RIVER BUFFER EXHIBIT
 PREPARED FOR

RYLAND HOMES

DATE: SEPTEMBER 18, 2006

EXHIBIT C

{Walking Path Exhibit, Taylor Plantation, an 83.43 Acre Tract of Land,
Located in the City of North Charleston, Dorchester County
(Sept. 11, 2006)}

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DATE: SEPTEMBER 11, 2006
 PROJ. # 306038179
 SURVEY # 08011701631
 SCALE: 1" = 400'

WALKING PATH EXHIBIT
TAYLOR PLANTATION
 AN 83.43 ACRE TRACT OF LAND
 LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY

TOTAL AREA = 83.43 ACRES
 PART OF
 S.F. 63 No. 19
 TALS. NO. 181-80-200-076
 BOOK 1.A.



HUSSEY, GAY, BELL & DEYOUNG, INC.
 CONSULTING ENGINEERS
 SUMNER, GA COLUMBIA, SC SOUTH PLAZA, SC GANESVILLE, GA