STATE OF SOUTH CAROLINA ) DECLARATION CONCERNING EXTENSION AND
) MODIFICATION OF RESTRICTIONS IN A SUBDIVSION
COUNTY OF CHARLESTON ) KNOWN AS '"FORT JOHNSON ESTATES ADDITION"

THIS DECLARATION is made by and between the owners of the lots of land situated in a subdivision known as "Fort Johnson Estates Addition" which is shown on a flat entitled "Fort Johnson Estates Addition" made by E. M. Seabrook, Jr. and dated June 8, 1964 which was recorded at the R.M.C. Office for Charleston County, South Carolina contemporaneous with the filing of the original Covenants and Restrictions for the property on October 14, 1964. The consideration for this agreement is the mutual promises of the owners of the lots who hereby execute this agreement and declaration.

WHEREAS, the subdivision know as "Fort Johnson Estates Addition" which is shown on the plat referred to above is presently protected by and subject to certain covenants and restrictions that were placed upon the property by Atlantic Coast Life Insurance Company by an instrument dated July 31, 1964, and recorded in Book K-81, at Page 235 at the R.M.C. Office for Charleston County, South Carolina; and

WHEREAS, Paragraph, 2 of the aforesaid covenants and restriction provides that said covenants and restrictions shall be binding until January 1, 1981, and shall be automatically extended for successive periods of ten (10) years thereafter unless by vote of a majority of the owners of lots, it is agreed to change said covenants and restrictions in whole or in part; and

WHEREAS, it is the desire and the intention of the undersigned who are a majority of the owners of lots in "Fort Johnson Estates Addition" at the time of the execution of this instrument that said covenants and restrictions be modified to the extent set forth herein and that as modified said covenants and restrictions shall be extended until the 1st day of January, 2036, and for successive periods of ten (10) years thereafter unless by a vote of a majority of the owners of the lots it is agreed to change said covenants and restrictions in whole or in part; and

WHEREAS, Paragraph 26 of the aforesaid covenants and restrictions provides that they may be altered, modified, cancelled or changed at any time by the written consent of a majority of the recorded owners of the lots in his subdivision know an "Fort Johnson Estates Addition"; and

WHEREAS, the undersigned are a majority of the recorded owners of the lots in this subdivision know as "Fort Johnson Estates Addition".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

1. That the undersigned do covenant and agree with each other that the covenants and restrictions applicable to "Fort Johnson Estates Addition" dated July 31, 1964, and recorded in the Book K-81, at Page 235 at the R.M.C. Office for Charleston County, South Carolina, as altered, modified or changed by this instrument are declared to extend and to be binding on the land know as "Fort Johnson Estates" until the 1st of January, 2036, and for successive periods of then (10) years thereafter unless by a vote of the majority of the recorded owners of the lots it is agreed to change said covenants and restrictions in whole or part.
2. A Committee is hereby established for the sole purpose of enforcing these covenants and restrictions and it shall have no other power and responsibility to property in "Fort Johnson Estates Addition" whatsoever. This Committee shall consist of three (3) persons who appear of record in the Record of Deeds Office for Charleston County, South Carolina, as the owner of a lot of land in the subdivision known as "Fort Johnson Estates Addition" and who reside in "Fort Johnson Estates Addition" and no one who is not a recorded owner of a lot of land in "Fort Johnson Estates Addition" shall be eligible to serve on said Committee and anyone serving on said Committee; provided, however, that the spouse of a lot owner may serve as a member of the Committee in lieu of the lot owner so long as the Committee has on file the written consent of said lot owner that the spouse shall serve. A lot owner is defined to include any person who is the owner of at least an undivided one- third (1/3) interest of, in and to any lot in Fort

Johnson Estates Addition, provided that if any person is a member of the Committee by reason of owning and undivided one-third (1/3) interest or greater interest less that the entire interest of, in and of a lot in Fort Johnson Estates Addition, no other person who owns the remaining undivided interest in the same lot shall be eligible to serve on the Committee at the same time. Persons are defined as natural persons only of legal age.
The Committee shall elect from among its number a Chairman and a Secretary within thirty (30) days from date hereof and shall promptly notify every recorded owner of a lot in Fort Johnson Estates of the names of the Chairman and Secretary and the members of the Committee. The term of office of the Chairman, Secretary and any other officer of the Committee shall be established and determined from time to time by the Committee itself.
Members of the Committee shall serve so long as they are residents of Fort Johnson Estates and recorded owners of lots therein. Whenever a vacancy shall occur on the Committee, whether by resignation, death, removal of residence from Fort Johnson Estates, cessation of ownership of a lot in Fort Johnson Estates, by reason of physical or mental disability or for any reason whatsoever, a successor shall be elected to fill the vacancy which has occurred on the Committee by a vote of the majority of the members then serving on the Committee. The Committee, by majority vote, shall have the sole right to determine when a vacancy exists and to determine the facts upon which it bases its decision that a vacancy does exist. The vote of the Committee may be secured informally, that is without a formal meeting of the Committee provided the vote is evidenced by the signature of at least a majority of the Committee to the action taken. The Committee shall be governed by Roberts Rules of Order.
The current members of the Committee shall remain members. The current members are:

Joe Davis
Robin Hardin
Daniel Mikell

An election shall be conducted no later than January 2, 2027 in the manner determined by the Committee, but shall provide for: (1) a months' notice prior to the date for the election to all lot owners by anyone seeking to be elected to the Committee; (2) delivery of votes in writing by any lot owner wishing to vote in the election to the Chairman of the Committee no later than 5:00 p.m. of the day selected by the Committee for the election; and (3) tabulation of the votes jointly by all three Committee members.

3. All provisions of the existing July 31, 1964 Covenants and Restrictions for Fort Johnson Estates Addition not specifically modified herein shall remain in full force and effect.
4. No fence or wall shall be constructed on any portion of any lot that is higher than 50 inches as measured from the surface of the ground where such fence is placed. All fences or walls in existence as of the date of this Declaration may remain in place and be repaired or replaced as provided for herein. If a fence or wall is built on a mound or other raised surface made from piling dirt above the surrounding elevation, the height limitation shall be based not on that of the raised mound, but on the surrounding ground elevation. Paragraph 14 of the existing Covenants and Restrictions is null and void.
5. No fence or wall shall be built which extends across the entire front width of a lot at any point in front of the house on said lot (front porches, porch railings, staircases, and staircase railings attached to a house are excluded).
6. No shrubs more than 50 inches high shall be planted within 50 feet of the marsh line (the SC Coastal Zone Management Critical Line as demarcated by the SC Department of Environmental Services) and no existing shrubs shall be maintained to a height of more than 50 inches if they are within 50 feet of the marsh line. All varieties of oak trees and magnolia trees are exempted.
7. There shall be no alteration of the flow of stormwater on any lot caused by the addition of 200 square feet or more of impervious surface without approval by the Committee of a storm water plan certified by a registered civil engineer. Dog houses, storage sheds and similar structures are excluded. Raising of existing houses is excluded, however, any grading or adding of impervious surfaces outside the existing footprint of an existing house is subject to this restriction when it exceeds 200 square feet.
8. Paragraph 9 of the existing Covenants and Restrictions provides that "nor shall anything be done thereon (on any lot) which may be or become an annoyance or nuisance to the neighborhood." For purposes of this paragraph, "annoyance of nuisance" is defined to include:

a. The blocking of the view of the marsh or water by a fence, wall or by plants allowed to grow higher than 50 inches such that the ability of the owners of a neighboring lot to see the full expanse of marsh and/or water is retarded, limited or degraded. In cases of disagreement, the decision of the Committee shall be controlling. Fences, walls or plants existing as of the date of execution of this Declaration are exempted.

b. The increase in the flow of storm water from any lot onto other lots, as measured in volume and/or velocity, such that the lots receiving said increased flow of storm water are damaged or inconvenienced thereby.

c. The Committee shall have the authority to order measures by an offending lot owner to remedy any condition in “a” or “b” above.

9. Any fence or masonry wall structure in existence on any lot as of the date of execution of this Declaration may be maintained by the lot owner without reference to any newly adopted prohibitions or limitations herein. Should any such fence or masonry wall structure be destroyed by fire, wind or flood or other circumstance, the owner may replace the structure to the same location and to the same dimensions as existed previously, but said replacement must be commenced within six (6) months from the date of the structure’s destruction and completed within ninety (90) days.