

Upon recording, return to:  
John M. Bleecker, Jr.  
89 Broad Street  
Charleston SC 29401

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**Line Above for Recording Information**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )       **DECLARATION OF COVENANTS,  
  )       CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road, Suite 300, Timonium, MD 21093.

**WITNESSETH:**

**WHEREAS**, Developer is the owner and proposes to create a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") which is to be developed under the guidelines of the Neighborhood District zoning regulations of the City of Charleston. The Neighborhood District is planned to have a variety of residential uses and may also provide neighborhood services and work places as part of the proposed development plan. It will have common areas as more fully described herein and is to be located on certain lands on Johns Island in the City of Charleston, State of South Carolina, a portion of which are more particularly described in Exhibit "A" attached hereto which the Developer desires to submit to the plan and operation of this Declaration and which property shall be deemed a part of the Subdivision; and

**WHEREAS**, the Developer wishes to declare certain easements, restrictions, covenants, and conditions for the purpose of protecting the value and desirability of the lands known as Swygert's Landing and to accomplish the following objectives for its benefit and the benefit of Owners of property in the subdivision by the imposition of the covenants and restrictions set forth herein:

- (a) To preserve the quality of the natural amenities of Swygert's Landing.

- (b) To maintain the value and the residential character and integrity of the residential portions of the Subdivision and to maintain the quality and value of any recreational portions of the Subdivision,
- (c) To prevent any property owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any owners or property in the Subdivision, and
- (d) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential environment of the Subdivision; and

**WHEREAS**, the Developer is desirous of maintaining design criteria, location, construction, specifications, and other controls to assure the integrity of the Subdivision; and

**NOW, THEREFORE**, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Property and which restrictions, easements, charges, liens conditions and covenants shall touch and concern and run with the title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases, takes or holds any interest in the Property.

**ARTICLE I**  
**DEFINITIONS**

**SECTION 1** “Assessment” shall mean and refer to an owner’s share of the common expenses or other charges from time to time assessed against an owner by the association in the manner herein provided.

**SECTION 2** “Association” shall mean and refer to SWYGERT’S LANDING PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

**SECTION 3** “Architectural Review Board” shall mean a board of three to five members selected as provided by Article III which shall act on an owner’s request for approval of proposed improvements or changes to the existing improvements.

**SECTION 4** “By-Laws of the Association” shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association attached hereto as Exhibit “B” and made a part hereof by reference, as may be amended from time to time.

SECTION 5 “Common Areas” shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners or designated by the Developer as Common Areas. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as hereby defined, and are not dedicated for the use by the general public. The general public shall thereby have no easement of use and enjoyment therein.

SECTION 6 “Common Expenses” shall mean and refer to all expenses lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment, or material reserves, consistent with the provisions and intent of this Declaration.

SECTION 7 “Declarations” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Swygert’s Landing, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 8 “Developer” shall mean and refer to CAM Management, LLC, as well as its successors and assigns, if Developer shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 9 “Lot” shall mean any residential building lot as shown on the plat of Swygert’s Landing and shall include any dwelling thereon when the context requires such construction.

SECTION 10 “Owner” shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure, nor shall the term “Owner” mean or refer to any Lessee or Tenant of an Owner, the Developer or any homebuilder unless such homebuilder elects to either occupy or lease the property as a resident.

SECTION 11 “Property” or “Properties” shall mean and refer to those 56 lots on the plat described in Section 12. Those roads and easements, and open space / common area, if any, described on Exhibit A, and such other property as may hereafter be made part of these Declarations.

SECTION 12 “Plat” shall mean that certain plat of Swygert’s Landing, City of Charleston, Charleston County, SC entitled as follows:

All those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert’s Landing, City of Charleston and bearing the legend,

“PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)

This final plat consists of sheets one through five prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at page 954-958 on August 23, 2007.

SECTION 13 SWYGERT’S LANDING CODE shall mean a published code which shall be prepared by the Developer for the purpose of providing guidelines to Owners and the Architectural Review Board as to the construction and appearance standards of Improvements.

**ARTICLE II**  
**PROPERTY USAGE**

SECTION 1 RESIDENTIAL USE OF PROPERTY. All lots shall be used for single-family residential purposes exclusively, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any accessory structure customarily incidental to the residential use of such lots.

SECTION 2 SETBACK AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines required by the Zoning Ordinance of the City of Charleston. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of the applicable zoning ordinances of the City of Charleston and subdivision regulations or these Declarations. At all times the most restrictive provision of the zoning ordinance, subdivision regulations or these Declarations shall apply. Unless written approval is granted by the Developer or Architectural Review Board and any authorized governmental agencies, no building shall be located on any Lot within any required setback area.

SECTION 3 EASEMENTS. Developer reserves the right to grant all easements as may be necessary for the development of the property within the City of Charleston for the development of property.

**ARTICLE III**  
**ARCHITECTURAL REVIEW BOARD**

**SECTION 1** **APPROVAL REQUIRED.** No Improvements shall be made, placed, constructed or installed on any Lot and no exterior modifications to existing Improvements shall be undertaken without prior approval of the Architectural Review Board (ARB) in accordance with this Article, except that the Developer's activities shall be exempt from this requirement so long as it is engaged in development or construction in Swygert's Landing.

**SECTION 2** **SWYGERT'S LANDING CODE.** All Improvements to property shall conform to the Swygert's Landing Code unless a variance has been granted in writing pursuant to this Article. The Developer shall publish a written code which shall provide standards for all improvements. The Code may include materials which are allowed or prohibited, architectural standards, buildings, pavements, landscaping and fencing. The purpose of the Code shall be to enhance the aesthetic appeal of the Subdivision. The Developer shall have exclusive authority to amend the Code until the property described in Exhibit "A" and such property as may here after be made subject to these Declarations has been developed, after which the power to amend the Code shall pass to the Swygert's Landing Property Owner's Association. Any amendments to the design code shall be prospective in effect and shall not apply to require modifications to or removal of structures previously approved once construction has commenced.

**SECTION 3** **COMPOSITION.** The ARB shall be comprised of three to five persons who shall be appointed, and may be removed and replaced, in the discretion of the Developer, so long as the Developer owns any unimproved Real Property described in Exhibit "A" or additions to Exhibit "A", and thereafter in the discretion of the Swygert's Landing Property Owner's Association. The members of the Board may, but need not be, Owners, and may include architects, engineers or similar professionals who may receive such compensation for their services as the Property Owner's Association may determine appropriate.

**SECTION 4** **FEES.** The ARB may establish and charge reasonable fees to defray costs of administering applications for approval under this Article.

**SECTION 5** **POWERS AND DUTIES.** The ARB shall receive and act on all applications of Owners seeking approval of proposed Improvements or proposed changes to existing Improvements to Lots in Swygert's Landing. The ARB shall establish and may make available to all Owners guidelines and procedures for applications and required submissions.



The ARB may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

The Board may authorize variance from compliance with the Swygert's Landing Code or any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with the duly adopted rules and regulations. No variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (iii) bind the ARB to grant a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

SECTION 6 SCOPE OF REVIEW. In reviewing each application and related submissions, the ARB shall be guided by the Swygert's Landing Code; however, the Swygert's Landing Code shall not be the exclusive basis for its decision and compliance with the Swygert's Landing Code does not guarantee approval of any application. The ARB may consider any factors it deems relevant, including harmony of external design with surrounding structures and environment and consistency with the visual themes established for Swygert's Landing. Its decisions may be based on purely aesthetic considerations. Each Owner, by accepting a deed to a lot in Swygert's Landing, acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability or attractiveness of particular improvements.

The architectural standards and procedures established pursuant to this Article and the Swygert's Landing Code are intended as a mechanism for maintaining and enhancing the overall aesthetics of Swygert's Landing and shall not create any duty to any person. The ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design.

Neither the Developer, the Swygert's Landing Property Owner's Association nor the ARB shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; or any injury, damages, or loss arising out of the manner or quality of approved construction or modifications. IN all such matters, the Property Owner's Association shall defend and indemnify the ARB and its members.

SECTION 7 SCHEDULE FOR REVIEW. The ARB shall notify the applicant of its determination on an application within 30 days after the receipt of the completed

application and all required information. The Board may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In case of disapproval, the ARB may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

In the event that the ARB fails to respond in a timely manner, approval shall be deemed to have been given; however, no approval deemed to have been given under this paragraph shall be inconsistent with the Swygert's Landing Code.

After termination of the Developer's right to appoint the ARB, any denial of an application by the ARB may be appealed to a Board of Appeals set up as a Committee by the Swygert's Landing Property Owner's Association which shall consist of not less than three owners and shall follow procedures as the Board of Appeals may establish.

SECTION 8 COMMENCEMENT AND COMPLETION OF CONSTRUCTION. If construction has not commenced on a project for which an application has been approved within six months after the date of approval, such approval shall be deemed withdrawn. Once construction is commenced, it shall be diligently pursued to completion. Unless otherwise agreed in writing by the ARB, all elements of proposed Improvements for which plans are approved hereunder shall be completed within one year after the date of approval, or such shorter period as may be specified in any agreement for the purchase of the Lot from the Developer.

#### ARTICLE IV EXTERIOR MAINTENANCE

Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces to include mold removal, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the Event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Swygert's Landing the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior

maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Swygert's Landing shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

**ARTICLE V**  
**MAINTENANCE OF PONDS AND COMMONS AREAS**

Section 1 The Association shall be responsible for maintaining all common areas, including but not limited to ponds, walkways, paths, parking areas and entrance ways.

**ARTICLE VI**  
**USE RESTRICTIONS**

SECTION 1 DISPOSITION OF TRASH DEBRIS AND PROHIBITION AGAINST BURNING. Trash, garbage or other waste shall be kept only in sanitary, covered containers. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the street or adjacent property. All such closed trash shall regularly be delivered by lot owners to street side on the appropriate mornings for garbage and trash removal and said empty containers shall be retrieved from the street no later than 7:00 p.m. of each such day. No lumber, metals, bulk materials, refuse or trash shall be kept stored or allowed to accumulate on any lot, except building materials, during the course of construction. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any lot during construction or at any time thereafter.



SECTION 2 AESTHETICS, SCREENING AND UNDERGROUND UTILITIES SERVICE.

All residential utility service and lines to residences and outbuildings shall be underground. All fuel tanks must be buried. Air conditioning units must be shielded from street view by planting no less in height at installation than the top of such unit. In the event an owner shall desire same, such tanks must be positioned in the rear of main dwelling, appropriately and securely mounted and completely screened from view by an enclosure or plantings of greater height than said tank.

SECTION 3 LIVESTOCK AND ANIMALS

No animals, livestock, poultry, birds, or fowl shall be raised, bred or maintained on any lot, with the exception that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any structure upon a lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable number. Each person bringing or keeping a pet upon any lands described on the plat of Swygart's Landing shall be absolutely liable to each and all other owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises.

SECTION 4 CERTAIN VEHICLES PROHIBITED FROM LOTS.

No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers over twenty-five (25') feet long, motorcycles, motor homes, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. In addition, vehicles without current registration may not be kept, stored or parked on any Lot, but may be kept in garages. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary non-recurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

SECTION 5 JUNKED, WRECKED, DISABLE OR INOPERABLE VEHICLES.

No wrecked, partially wrecked, stripped, disabled or inoperable vehicle shall be kept, parked or stored upon the common property of the Association, or upon any street or street right-of-way, or upon any lot, governed by these restrictions.

SECTION 6 SEWAGE SYSTEM.

Developer reserves the right to approve the necessary construction, installation and maintenance of sewage facilities, which may be in variance with these restrictions.

- SECTION 7 WATER SYSTEM. Developer reserves the right to approve the necessary construction, installation and maintenance of water facilities, which may be in variance with these restrictions.
- SECTION 8 UTILITY FACILITIES. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, which may be in variance with these restrictions.
- SECTION 9 DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be of a material approved by the Architectural Review Board and in compliance with any applicable governmental regulations.
- SECTION 10 GARAGES AND SHEDS. Detached Garages and Sheds shall be located whenever possible in the back yard of structures so that entrance doors shall not be visible from the street. Detached Garages and Sheds must match the make and appearance of the main dwelling. Detached Garage and Shed locations and appearances must have prior written approval by the ARB.
- SECTION 11 SERVICE YARDS. Each Lot Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, heating and air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road.
- SECTION 12 LIGHTS. The design and location of all exterior lighting fixtures shall be subject to the approval of the Architectural Review Board. Neither these nor any other illumination devices (including, without limitation, Christmas lighting ornaments) located upon any Lot shall be located, directed, or be of such intensity so as to affect adversely the nighttime environment of any adjacent properties.
- SECTION 13 SWIMMING POOLS. In-ground swimming pools shall be permitted. All swimming pools must be located to the rear of the dwelling on the Lot. All Lots with swimming pools must have a fence approved and installed. Fences must remain locked when the swimming pool is not in use by the owner. No above-ground pools may be erected or constructed on any Lot. Temporary "kiddie pools" shall be allowed but must be drained and stored indoors nightly. No swimming pool shall be constructed or begun on any Lot without prior written approval from the ARB as well as all applicable municipal and state approvals and permits.
- SECTION 14 FENCING. No chain link fences shall be permitted on any Lot. No fence shall exceed six (6) feet in height. All fences that back up to community ponds or lakes cannot be more than four (4) feet in height. All fences must start at the rear

corners of the house. All fences must be constructed on the property line to prevent side-yard gaps. Where required, fences may be placed on easement lines. All fences must be of a natural pressure-treated wood material. Staining or sealing of fences is allowed but the fence must retain a natural wood look. Any stain other than clear must be approved by the ARB. No painting of fences. No fences shall be erected or begun on any Lot without the prior written approval of the ARB.

## ARTICLE VII COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) an initial capital contribution of Two Hundred Fifty and No (\$250) Dollars; (ii) annual assessments or charges; (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of user fees and assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several obligation of each Owner of such property at the time when the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such property. The initial capital contribution of Two Hundred Fifty (\$250) Dollars shall apply to the first Residential Home Owners only.

### SECTION 2 PURPOSE OF ASSESSMENTS

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and

sewer mains in and upon the Common Area, if any; the maintenance and repair of all common drainage systems on the Property; the maintenance of open spaces, roads and streets which have not been accepted for dedication by a public authority, signage, roadway medians and islands (including signage, medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of any "sign easement" areas located on any lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area, if any; the costs associated with duties of the Architectural Review Board; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. The obligation of each Owner of a Lot to pay assessments may not be amended to relieve any Lot Owners or the Association of their obligation to maintain any roads or rights-of-way so long as such roads and rights-of-way remain privately owned.

- (b) If deemed necessary, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Property which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.
- (c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other Assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by

reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

SECTION 3 MAXIMUM ANNUAL ASSESSMENT. Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be Seven Hundred and Fifty (\$750.00) Dollars per year.

- (a) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix annual assessment at an amount not in excess of the maximum.

SECTION 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose or to make up any shortfall on the current year's budget. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual, or annual basis.

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 of this Article IV shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes 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 RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis at the Board's option.

SECTION 7 DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS. DUE DATES. The annual assessments provided for herein shall commence as to a Lot at such time as it is conveyed to an Owner pro-rated from January 1 in the year of the date of the sale. Provided however, notwithstanding anything herein to the contrary, Developer shall have the option each year of either (1) paying one hundred (100%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Developer during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Developer is Owner of said Lot) or (2) paying the greater amount of (a) twenty-five (25%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Developer during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Developer is Owner of said Lot or (b) such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Developer. The Developer's obligation to pay assessments as stated herein shall create a lien against the Developer's Lots in Swygert's Landing. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by 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.

SECTION 8 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall be subject to a late payment penalty of Ten

(\$10.00) Dollars, and in addition thereto bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. The remedies herein provided shall not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law

SECTION 9 EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any *ad valorem* taxes levied against the Common Area, user fees, or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes, user fees, or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10 SUBORDINATION OF THE LIEN TO MORTGAGES. The liens 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 or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 11 NOTICE OF LIEN. Recordation of this Declaration constitutes record notice and perfection of any claim of lien for assessment(s) and such lien relates back to the

date of filing of this Declaration. No further recordation of any claim of lien is required.

SECTION 12 EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VIII GENERAL PROVISIONS

SECTION 1 ENFORCEMENT. The Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Developer, 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. The Developer or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association or the Developer determines that any provision of these Covenants has been violated, the Association or the Developer may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association or the Developer can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

The Developer and the Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of the Declaration, which may be enforced by the filing of liens against Lots as provided herein. Such fines shall not exceed \$50.00 per violation per day for first time violators, and up to \$100.00 per violation per day for repeated violations. All

finances shall be the personal obligation of the Lot Owner.

SECTION 2 SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3 DURATION AND AMENDMENT. Developer reserves the right to amend these Covenants until such time as Developer has either conveyed not less than ninety (90%) percent of the property or four (4) years from the date herein.

SECTION 4 ANNEXATION. These Covenants shall bind all persons claiming any interest in the land and shall run with the land for a period of thirty (30) years from the date of recording, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of owners (Multiple owners of a single lot shall have one vote among them) of lots has been recorded terminating or modifying this instrument. Such an Amendment shall be by written instrument, and after control and management of Swygert's Landing is released to the homeowners, signed by seventy-five (75%) percent of the owners, provided, however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the RMC Office for Charleston County.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 8<sup>th</sup> day of September, 2010.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

CAM MANAGEMENT, LLC

Elizabeth A Bradenas

M. Marc Munafo  
By: M. Marc Munafo, its member

Elizabeth A Bradenas

[Signature]  
By: Kevin McDonagh, its member

STATE OF MARYLAND )  
 )  
COUNTY OF Baltimore )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2010, by M. Marc Munafo and Kevin McDonagh, as members of CAM Management, LLC.

[AFFIX SEAL]

Susan J. Silverio  
Notary Public for Maryland  
My Commission Expires: 2/17/2014



Exhibit A  
Property Description

ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)

This final plat consists of sheets one through five prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at page 954-958 on August 23, 2007.

“Exhibit B”

**BY-LAWS OF  
SWYGERT’S LANDING PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
MEMBERS**

SECTION 1.1            Definitions. All defined terms used in these By-Laws shall mean and refer to such terms as defined in the Covenants described in Section 2 below, unless otherwise specifically provided herein.

SECTION 1.2            Membership in the Association. The Members of the Swygert’s Landing Property Owners Association, Inc. (hereinafter referred to as “Association”) shall be every Owner of the property subject to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Swygert’s Landing and these provisions for the Swygert’s Landing Property Owners Association, Inc. (hereinafter referred to as the “Covenants” or “Declaration”) as the same may be amended from time to time, all such Covenants having been made by CAM Management, LLC (hereinafter referred to as “Developer”). Every Owner, including the Developer, shall be a member of the Association, provided, however, that in the case of multiple ownership of any Lot, there shall be a maximum of one member.

SECTION 1.3            Voting Rights. All Members of the Association, other than the Developer, shall be entitled to one (1) vote for each lot, whether improved or unimproved, owned by such Member. The Developer shall have three (3) votes for each Lot, whether improved or unimproved, owned by the Developer. When any property entitling the Owner thereof to membership in the Association is owned of record in the name of a corporation, trust, partnership or two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the Voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by the Voting Member.

The Members of the Association shall have the right to vote for the election and removal of Directors and upon such other matters with respect to which a vote of the members is required under the Covenants or these By-Laws. Members may cast their votes as set forth in the

Covenants and these By-Laws.

SECTION 1.4      Power of Referendum. The Members of the Association shall have the power, by referendum, to approve or reject certain actions proposed to be taken by the Association as more particularly set forth in the Covenants and these By-Laws.

SECTION 1.5      Proxy. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be permitted for any action which is subject to a referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association Members.

**ARTICLE II**  
**MEETINGS OF MEMBERS**

SECTION 2.1      Annual Meeting. The annual meeting of the members shall be held on the third Tuesday in January of each year commencing with January, 2007, or at such other time as the Board of Directors shall determine. Such annual meetings shall be held for the purpose of electing Directors of the Association and for the transaction of such other business as may be, pursuant to the Covenants and these By-Laws, properly the subject of action by the Members.

SECTION 2.2      Special Meetings. Special meetings of the Members may be called by the President, a majority of the Board of Directors or, subsequent to the first annual meeting, Members of the Association holding not less than ten percent (10%) of the votes.

SECTION 2.3      Place of Meeting. The President of the Board of Directors may designate any location within Charleston County, South Carolina, as the place for any annual or special meeting. If no designation is made or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Association within Charleston County, South Carolina.

SECTION 2.4      Notice of Meeting. Unless otherwise provided in the Covenants, written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than ten (10) days or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at the address as shown

on the records of the Association. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the U.S. Mail. A Member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated therein. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

SECTION 2.5

Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by the members of the Association which hold a majority of the votes, which consent shall be filed with the Secretary of the Association as part of the Association's records.

SECTION 2.6

Quorum. Unless otherwise provided in the Covenants, the quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as follows: The first time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty (40%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference herein to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association.

SECTION 2.7

Manner of Acting. Unless otherwise provided herein or the Covenants, a majority of the votes cast at a duly called meeting of the Association shall be the vote required to adopt and make decisions.

SECTION 2.8

Conduct of Meetings. The Directors may make such regulations as they deem advisable for any meeting of the members, including proof of membership in the Association, evidence of the right to vote and the

appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

### ARTICLE III DIRECTORS

SECTION 3.1            General Powers. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors.

SECTION 3.2            Number and Tenure. The Board of Directors shall consist of three (3) Members. The Directors shall be elected by the Members at the annual meeting of the Association, except for the initial Board of Directors which shall be appointed by the Developer. Except for the initial Board of Directors, which shall serve until the first annual meeting of the membership, the term of office shall be fixed at two (2) years; provided, however, that each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office. The terms of the Directors shall be staggered in order to provide continuity and experience.

SECTION 3.3            Vacancy. Vacancies shall be filled on an interim basis by a majority vote of the Board of Directors. The Director so chosen shall hold office until the next annual election and until his successor is duly elected by the membership of the Association.

SECTION 3.4            Terms of the Initial Board of Directors. The Developer shall appoint the initial Board of Directors who shall manage the affairs of the Association until the first annual meeting of the Association is held and new Directors are elected.

SECTION 3.5            Annual Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the Association. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

SECTION 3.6            Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof to the Members of the Board as provided herein.

SECTION 3.7            Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least two (2) days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such



notice shall be deemed to be delivered when deposited postage prepaid in the U.S. Mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated herein, and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically provided by law, the Articles of Incorporation, these Bylaws or the Covenants.

SECTION 3.8            Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

SECTION 3.9            Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 3.10        Compensation. Directors shall not receive any salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

SECTION 3.11        Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the Directors, which consent shall be filed with the Secretary of the Association as part of the Association's records.

SECTION 3.12        Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created or the vacancy may be filled by the Board of Directors.

#### **ARTICLE IV** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

SECTION 4.1            Powers. The Board of Directors shall manage and direct the affairs of the Association and may exercise all of the powers of the Association subject

only to approval by the Owners, as designated and defined in the Declaration, when such is specifically required by these By-laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration of these By-Law, or as it may deem necessary or appropriate in the exercise of its powers and shall include, without limitation the generality of the foregoing, the following:

- (a) To prepare and adopt a budget, make, levy and collect assessments against member and members' Lots to defray the cost of the Common Areas and facilities of the Subdivision, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- (b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance, and the management of the Common Areas, services and facilities of the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (c) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- (d) To grant easements on, over or across the Common Properties owned by the Association;
- (e) To make and amend regulations governing the use of the property, real and personal, in the Subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;
- (f) To acquire, operate, lease, manage, mortgage, sell, transfer, and otherwise trade and deal with property, real and personal, including Lots in the Subdivision, as may be necessary or convenient in the operation and management of the Association, except to the extent that the Declaration required approval from the membership of the Association;
- (g) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the property in the Subdivision;
- (h) To pay all taxes and assessments which are liens against any part

of the Subdivision other than Lots and the appurtenances thereto, and to assess the same against the members and their respective Lots subject to such liens;

- (i) To carry insurance for the protection of the Subdivision, the members of the Association, and the Association against casualty, liability and other risks;
- (j) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Lots; and
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;
- (l) To adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (m) To suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member 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 infraction of published rules and regulations;
- (n) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declarations and not reserved to the membership by other provisions of these By-Laws or the Certificate of Incorporation;
- (o) To 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; and
- (p) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties.

SECTION 4.2

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, have the same available for inspection at the offices of the Association, and 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 advance in writing by a one-fourth (1/4) majority of the members who are entitled to vote;

- (b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) perform all duties set forth in the Covenants, including without limitation:
  - 1. Fixing the amounts of all assessments as provided in the Covenants;
  - 2. Sending written notices of all assessments to every Owner subject thereto;
  - 3. In the discretion of the Board, foreclosing the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or bringing an action at law against the Owner personally obligated to pay the same;
  - 4. Issuing, or causing an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive of evidence of such payment;
  - 5. Preparing an annual budget for the Association, outlining anticipated receipts and expenses for the following fiscal year;
  - 6. Causing the Common Areas to be maintained, improved or repaired; and
  - 7. Periodically defining a minimum level of services as set forth in the Covenants.
- (d) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association; and

- (e) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

SECTION 4.3

Indemnity. The Association shall indemnify every Director and every officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which he is made a party by reason of his being or having been a Director or officer of the Association, except as to such matters wherein he shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association Directors and Officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

ARTICLE V  
MERGER

SECTION 5.1

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other nonprofit associations organized for the same purpose, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3) of the members at a meeting duly called for such purpose.

SECTION 5.2

Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Common Areas, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall effect any revocation, change or addition to the Covenants, including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE VI  
MORTGAGES

SECTION 6.1

To the extent provided by law by the Covenants, the Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions.



**ARTICLE VII**  
**OFFICERS**

- SECTION 7.1            Officers. The officers of the Association shall be a President, a Vice President, and a Secretary/ Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed in these By-laws, and prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.
- SECTION 7.2            Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.
- SECTION 7.3            Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby.
- SECTION 7.4            Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors or these By-Laws.
- SECTION 7.5            Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the 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 7.6            Interim Officers. The initial Board of Directors appointed by the Developer shall elect interim or acting officers to serve until the first annual meeting of the Board of Directors.
- SECTION 7.7            President. The President shall be the chief executive officer of the Association. He shall execute on behalf of the Association all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. The President shall preside at all meetings of the

Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of a property owners association, including the power to appoint committees.

SECTION 7.8

Vice President. The Vice President shall act under the direction of the President and shall perform such duties as may be imposed by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

SECTION 7.9

Secretary. The Secretary shall act under the direction of the President. Subject to the direction of the President, the Secretary shall attend all meetings of the Board of Directors and meetings of the Association and record the proceedings. He shall give, or cause to be given, notice of all meetings of the Association and of the Board of Directors as required by these By-Laws, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

SECTION 7.10

Treasurer. The Treasurer shall act under the direction of the President and shall keep or be responsible for keeping the accounts of the Association. He shall disburse the funds of the Association as may be ordered by the President or the Board of Directors and shall render on request or at the regular meetings of the Board of Directors an account of all his transactions as Treasurer and the financial condition of the Association. The Treasurer shall be responsible for mailing all assessment notices to Members of the Association.

**ARTICLE VIII**  
**COMMITTEES**

SECTION 8.1

Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of such affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger or consolidation of the Association; (b) the amendment of the Articles of Incorporation of the Association; (c) the sale, lease or exchange of all or substantially all of the property of the Association; (d) the designation of any such committee or the filling of vacancies in the Board of Directors or in any such committee; (e) the amendment or repeal of these By-Laws or the adoption of new By-Laws; (f) the amendment or repeal of any resolution of the Board of Directors which by its term shall not be so amendable or repealable; and (g) the

declaration of dividends or other corporate distributions or issuance of stock.

SECTION 8.2

Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by the Board of Directors. Such committees may include or be entirely composed of Members or other persons who are not Directors and shall perform such duties and have such powers as may be provided in the resolution.

SECTION 8.3

Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

**ARTICLE IX**  
**INSPECTION**

SECTION 9.1

The books and records of the Association shall at all times be subject to inspection by any member during reasonable business hours. The Covenants, 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.

**ARTICLE X**  
**PROXIES**

SECTION 10.1

Proxy Allowed. Each member entitled to vote may vote in person or by proxy at any meeting of the Association.

SECTION 10.2

Form and Effect. Each proxy shall be executed in writing by the Member or by his duly authorized attorney-in-fact, shall state the meeting for which such proxy is given and shall be filed with the Secretary; provided, however, that proxies shall not be permitted for any action which is subject to a referendum. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date.

**ARTICLE XI**  
**CONSTRUCTION**

SECTION 11.1

The Covenants, By-Laws and Articles of Incorporation shall be read and construed together. In the event of a conflict between the Covenants and the Articles of Incorporation or the By-Laws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and

the By-Laws that the Covenants do not resolve, the Articles of Incorporation shall control.

**ARTICLE XII**  
**ASSESSMENTS**

**SECTION 12.1**

As more fully provided in the Covenants, 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 such assessments are made. Any Assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date a penalty in an amount to be determined annually by the Board of Directors and consistently applied shall be added to such assessment, and such assessment shall, unless waived by the Board of Directors, bear interest from the due date at the rate provided in Section 17 of the Covenants. The Association may further bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise except liability for the assessments provided for herein by suspension from or non use of the Common Areas or abandonment of the property owned by him.

**ARTICLE XIII**  
**CORPORATE SEAL**

**SECTION 13.1**

The Association shall have a seal in circular form having within its circumference the words: Swygert's Landing Property Owners Association, Inc., State of South Carolina.

**ARTICLE XIV**  
**AMENDMENTS**

**SECTION 14.1**

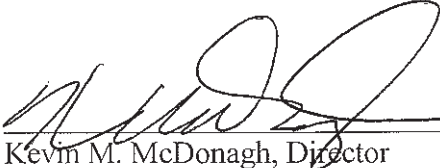
These By-Laws may be altered, amended, or repealed by, and new By-Laws may be adopted by a majority vote of the Association.

We, M. Marc Munafo and Kevin M. McDonagh, as Directors, of Swygert's Landing Property Owners Association, Inc. (the "Corporation"), do hereby certify that the

foregoing is a true and correct copy of the Corporation's Bylaws as adopted on SEPTEMBER 21, 2010.

IN WITNESS WHEREOF I have set my hand and affixed the Corporate Seal of the Corporation, this the 1<sup>st</sup> day of SEPTEMBER 2010.

  
\_\_\_\_\_  
M. Marc Munafo, Director

  
\_\_\_\_\_  
Kevin M. McDonagh, Director

(Corporate Seal)



BP0438624

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STATE OF SOUTH CAROLINA ) AMENDMENT TO DECLARATION OF  
 ) COVENANTS, CONDITIONS AND  
 ) RESTRICTIONS  
 ) FOR SWYGERT'S LANDING PROPERTY  
 COUNTY OF BERKELEY ) OWNERS ASSOCIATION, INC.

This amendment ("Amendment") to the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing Property Owners Association is made this 9th day of October, 2014, by CAM Management, LLC and/or its successor(s) in interest ("Developer"). *in Book 0144-309*

WHEREAS, pursuant to Article VIII, Section 3 of the Declaration, the Developer has reserved unto itself the right to amend the Declaration.

WHEREAS, Developer wishes to amend Article VII, Section 1 to amend those provisions contained therein with regard to capital contributions.

NOW, THEREFORE, Developer hereby amends the Declaration, and any prior amendments to it, and same is hereby amended as follows:

1. Developer acknowledges and agrees that the terms, including the Whereas and Now Therefore provisions, of this Amendment are contractual and not merely recital.
2. Article VII, Section 1, is hereby amended on Page 11 with certain language deleted and the insertion of new language underlined and as follows:

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (I) an initial capital contribution in an amount to be determined by the Developer or Board of the Association on all new or resold Lots;... The initial capital contribution shall apply to the first residential home owner or purchaser of a Lot and any and all subsequent residential home owners or purchasers of a Lot.

3. Except as set forth in this Amendment (and any prior amendments thereto), the Declaration shall remain in full force and effect, and any ambiguity between this Amendment and the Declaration shall be resolved in favor of this Amendment.





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**Filed By:**

SIMONS & DEAN ATTY AT LAW  
 147 WAPPOO CREEK DR  
 STE 604  
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0438	624	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

**MAKER:**

CAM MGMT LLC

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SWYGERTS LANDING POA

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147 Wappoo Creek Drive, Suite 604  
Charleston, SC 29412

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON ) DECLARATION OF COVENANTS,  
 ) CONDITIONS AND RESTRICTIONS FOR  
 ) SWYGERT'S LANDING PHASE 2B

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road , Suite 300, Timonium, MD 21093.

WITNESSETH:

WHEREAS, Developer has caused to be created a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") pursuant to the plat entitled "PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS #312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)," prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007; and

WHEREAS, the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing" (hereinafter referred to as the "Covenants and Restrictions"), dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369; and

WHEREAS, Article I, Section 11 of the Covenants and Resrictions provides for the further inclusion of "such other property as may hereafter be made part of these Declarations"; and

WHEREAS, Developer wishes to subject the property known as Swygert's Landing Subdivision Phase 2B as more fully described on the plat entitled "FINAL SUBDIVISION PLAT OF PHASE 2B SWYGERT'S LANDING" containing a total of 36 single family residential lots prepared by Thomas & Hutton, dated December 16, 2013, and recorded in the Charleston County RMC Office on December 31, 2013 in Book L13, page 0448, to the terms and conditions contained in the existing Covenants and Restrictions recorded in the Charleston County RMC

Office in Book 0144, page 369; and

NOW, THEREFORE, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the terms set forth in the Declaration of Covenants, Conditions and Restrictions dated September 16, 2010 and recorded in the Charleston County RMC Office in Book 0144, page 369.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of October     , 2014 .

SIGNED, SEALED AND DELIVERED

CAM MANAGEMENT, LLC

Linda D. Zampini  
Witness

M. Marc Munafo  
By: M Marc Munafo

Elizabeth Bradunas  
Witness

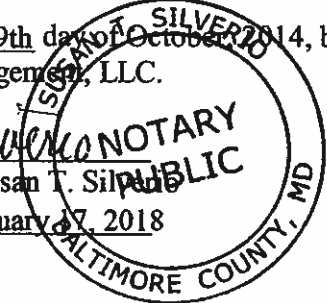
[Signature]  
By: Kevin McDonagh

STATE OF MARYLAND            )  
  )  
COUNTY OF BALTIMORE        )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by M. Marc Munafo and Kevin McDonagh, as members of CAM Management, LLC.

Susan T. Silver  
Notary Public for Maryland, Susan T. Silver  
My Commission Expires: February 27, 2018



**Exhibit A  
Property Description  
SWYGERT'S LANDING  
PHASE 2B**

**ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston consisting of a total of 36 lots and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 2B SWYGERT'S LANDING PREPARED FOR CAM MANAGEMENT, LLC" prepared by Thomas & Hutton, dated December 16, 2013 and recorded on December 31, 2013 in the Charleston County RMC Office in Book L13, page 0449.**

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 STE 604  
 CHARLESTON SC 29412

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Charlie Lybrand, Register Charleston County, SC		

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CAM MGMT LLC

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SWYGERTS LANDING

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# SIMONS & DEAN

ATTORNEYS AT LAW

147 WAPPOO CREEK DRIVE, SUITE 604 | CHARLESTON, SC 29412 | 843.762.9132 | FAX: 843.406.9913

Keating L. Simons, III [klsimons@charlestonattorneys.net](mailto:klsimons@charlestonattorneys.net)

Derek F. Dean [dfdean@charlestonattorneys.net](mailto:dfdean@charlestonattorneys.net)

November 14, 2014

Ms. Karen Colie  
The Marshland Communities, LLC  
3730 Bohicket Rd., Suite 2  
Johns Island, SC 29455

Re: Swygert's Landing

Dear Karen:

Please find enclosed for your file copies of the following previously recorded documents:

- 1) Declaration of Covenants, Conditions and Restrictions for Swygert's; and
- 2) Amendment to Declaration of Covenants, Conditions and Restrictions for Swygert's Landing Property Owners Association, Inc

Please let me know if you need any further information upon your receipt of these materials.

With kind regards, I am

Very truly yours,



Derek F. Dean

DFD/  
Enclosures



BP0331714

Upon recording, return to:  
John M. Bleecker, Jr.  
89 Broad Street  
Charleston, SC 29401

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF CHARLESTON        )        **DECLARATION OF COVENANTS,  
  )        CONDITIONS AND RESTRICTIONS FOR  
  )        SWYGERT'S LANDING  
  )        PHASE 2A**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road , Suite 300, Timonium, MD 21093.

**WITNESSETH:**

**WHEREAS**, Developer has caused to be created a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") pursuant to the plat entitled "PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS # 312-00-00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)," prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007; and

**WHEREAS**, the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing" (hereinafter referred to as the "Covenants and Restrictions"), dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369; and

**WHEREAS**, Article I, Section 11 of the Covenants and Restrictions provides for the further inclusion of "such other property as may hereafter be made part of these Declarations"; and

**WHEREAS**, Developer wishes to subject the property known as Swygert's Landing Subdivision Phase 2A, as more fully described on the plat entitled "FINAL SUBDIVISION PLAT



Exhibit A  
Property Description  
SWYGERT'S LANDING  
PHASE 2A

ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston consisting of a total of 46 lots and bearing the legend, "**FINAL SUBDIVISION PLAT OF PHASE 2A SWYGERT'S LANDING PREPARED FOR CAM MANAGEMENT, LLC**" prepared by Thomas & Hutton, dated November 20, 2012 and recorded on December 19, 2012 in the Charleston County RMC Office in Book L12, pages 0365, 0366 and 0367.

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JOHN M. BLEECKER, JR.  
ATTORNEY AT LAW  
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CAM MANAGEMENT LLC

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Charleston, SC 29412

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STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON       )    DECLARATION OF COVENANTS,  
  )    CONDITIONS AND RESTRICTIONS FOR  
  )    SWYGERT'S LANDING PHASE 2B

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, "Developer"), having a mailing address of 108 West Timonium Road , Suite 300, Timonium, MD 21093.

WITNESSETH:

WHEREAS, Developer has caused to be created a Neighborhood District subdivision known as Swygert's Landing (hereinafter referred to as the "Subdivision") pursuant to the plat entitled "PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS #312-00- 00-50 (201.12 ac.) AND THE FINAL SUBDIVISION TO CREATE PHASE I (30.10 ac.) LOTS 1 THROUGH 56 AND TMS #312-00-00-50 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)," prepared by Thomas & Hutton Engineering Co., dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007; and

WHEREAS, the "Declaration of Covenants, Conditions and Restrictions for Swygert's Landing" (hereinafter referred to as the "Covenants and Restrictions"), dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369; and

WHEREAS, Article I, Section 11 of the Covenants and Resrictions provides for the further inclusion of "such other property as may hereafter be made part of these Declarations"; and

WHEREAS, Developer wishes to subject the property known as Swygert's Landing Subdivision Phase 2B as more fully described on the plat entitled "FINAL SUBDIVISION PLAT OF PHASE 2B SWYGERT'S LANDING" containing a total of 36 single family residential lots prepared by Thomas & Hutton, dated December 16, 2013, and recorded in the Charleston County RMC Office on December 31, 2013 in Book L13, page 0448, to the terms and conditions contained in the existing Covenants and Restrictions recorded in the Charleston County RMC



Office in Book 0144, page 369; and

NOW, THEREFORE, the Developer hereby declares that all of the Property described on Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the terms set forth in the Declaration of Covenants, Conditions and Restrictions dated September 16, 2010 and recorded in the Charleston County RMC Office in Book 0144, page 369.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of October     , 2014 .

SIGNED, SEALED AND DELIVERED

CAM MANAGEMENT, LLC

Linda D. Zampini  
Witness

M. Marc Munafo  
By: M Marc Munafo

Elizabeth Bradunas  
Witness

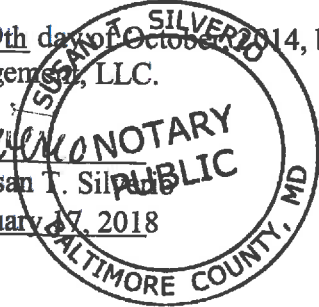
[Signature]  
By: Kevin McDonagh

STATE OF MARYLAND            )  
  )  
COUNTY OF BALTIMORE        )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9th day of October, 2014, by M. Marc Munafo and Kevin McDonagh, as members of CAM Management, LLC.

Susan T. Silver  
Notary Public for Maryland, Susan T. Silver  
My Commission Expires: February 17, 2018



**Exhibit A**  
**Property Description**  
**SWYGERT'S LANDING**  
**PHASE 2B**

**ALL those certain lots and parcels of land shown on a plat consisting of sheets showing a portion of Swygert's Landing, City of Charleston consisting of a total of 36 lots and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 2B SWYGERT'S LANDING PREPARED FOR CAM MANAGEMENT, LLC" prepared by Thomas & Hutton, dated December 16, 2013 and recorded on December 31, 2013 in the Charleston County RMC Office in Book L13, page 0449.**



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Upon recording, return to:  
J. Stanley Claypoole, P.A.  
2155 Northpark Lane  
North Charleston, SC 29406

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**SUPPLEMENT TO**

**STATE OF SOUTH CAROLINA            )       DECLARATION OF COVENANTS,**  
**)       CONDITIONS AND RESTRICTIONS FOR**  
**COUNTY OF CHARLESTON                )       SWYGERT’S LANDING PHASE 3**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the “Declaration”) made on the date hereinafter set forth by CAM Management, LLC (together with its successors and assigns, “Developer”), having a mailing address of 108 West Timonium Road, Suite 300, Timonium, MD 21093

**WITNESSETH**

**WHEREAS**, Developer has caused to be created a Neighborhood District subdivision known as Swygert’s Landing (hereinafter referred to as the “Subdivision”) pursuant to the plat entitled “**PLAT OF ABANDONMENT OF LOTS 1 THROUGH 8 TO CREATE TMS #312-00-00-050 (201.12 ac.) AND TMS #312-00-00-050 (171.02 ac.) RESIDUAL (Owned by: CAM Management, LLC)**,” prepared by Thomas & Hutton Engineering Co , dated June 1, 2007 and recorded at the RMC Office for Charleston County in Plat Book EK at pages 954-958 on August 23, 2007, and

**WHEREAS**, the “Declaration of Covenants, Conditions and Restrictions for Swygert’s Landing” (hereinafter referred to as the “Covenants and Restrictions”) dated September 16, 2010 was recorded in the Charleston County RMC Office in Book 0144, page 369 (hereinafter referred to as the “Covenants and Restrictions”), and amended by the “Amendment to Declaration of Covenants, Conditions and Restrictions for Swygert’s Landing Property Owners Association, Inc ” dated October 9, 2014 and recorded November 3, 2014 in the Charleston County RMC Office in Book 0144, page 369 (hereinafter referred to as the “Amendment to Covenants and Restrictions”). and

**WHEREAS**, by Declaration of Covenants, Conditions and Restrictions for Swygert’s Landing, Phase 2A, dated May 16, 2013 and recorded May 17, 2013 in the Charleston County RMC Office in Book 0331, page 714, Developer subjected Phase 2A, as shown on that certain plat entitled “**FINAL SUBDIVISION PLAT OF PHASE 2A SWYGERT’S LANDING**” prepared by Thomas & Hutton, dated November 20, 2012 and recorded in the Charleston County RMC Office on December 19, 2010 in Book L12, pages 0365, 0366, and 0367, to the terms and conditions contained in the existing Covenants and Restrictions recorded in the Charleston County RMC Office in Book 0144, page 369, and

**WHEREAS**, Article I, Section 11 of the Covenants and Restrictions provides for the further inclusion of “such other property as may hereafter be made part of these Declarations”, and





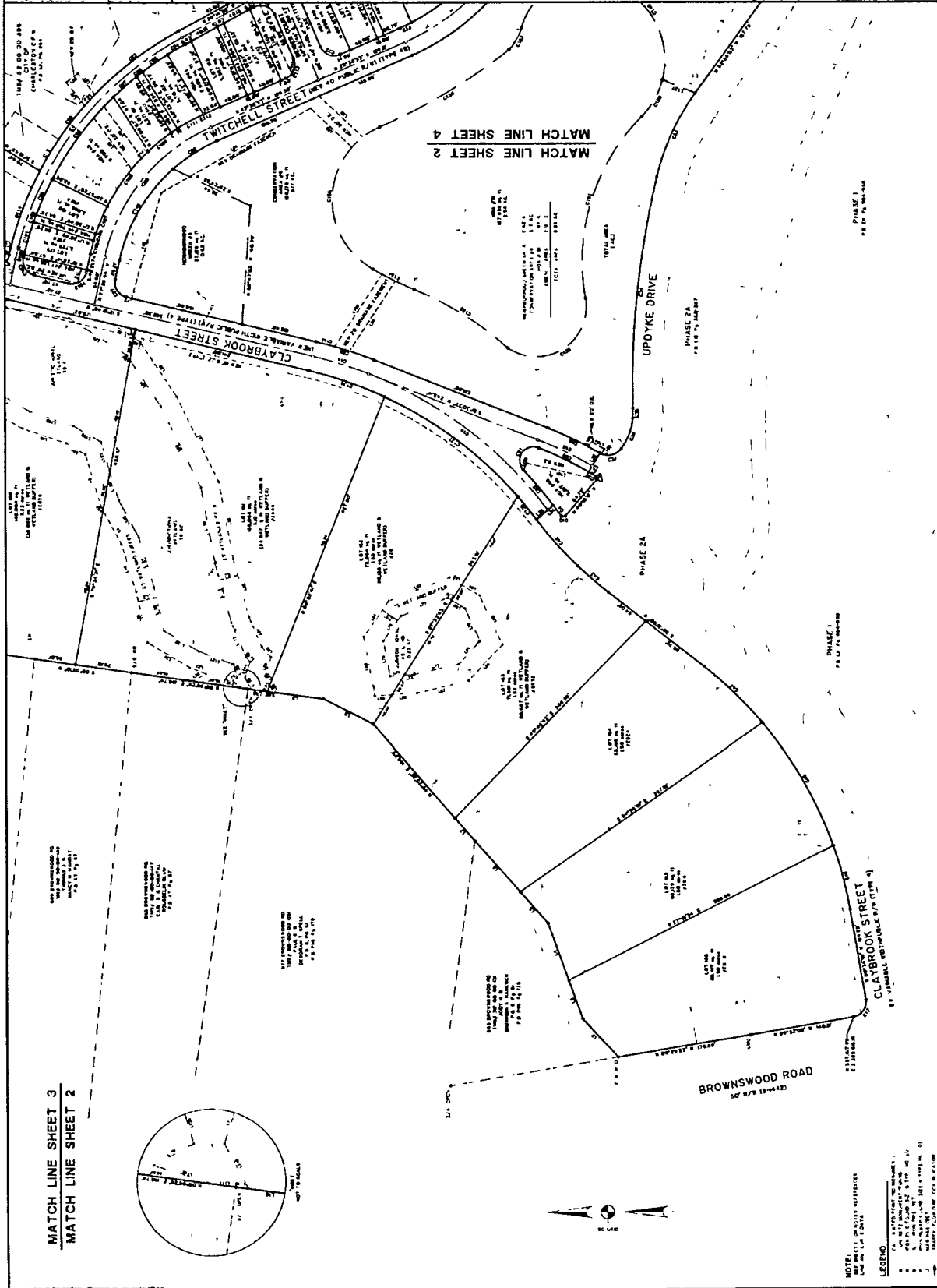
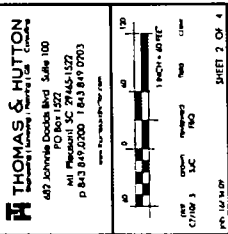


PLANNING USE ONLY  
 PREPARED FOR  
 SWYGETT'S LANDING  
 PREPARED FOR  
 CAM MANAGEMENT LLC

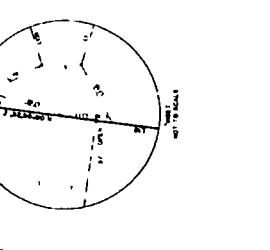
PRELIMINARY  
 SUBDIVISION PLAT OF  
 PHASE 3  
 SWYGETT'S LANDING  
 PREPARED FOR  
 CAM MANAGEMENT LLC

JONES BLVD, CITY OF CHARLESTON,  
 CHARLESTON COUNTY, SOUTH CAROLINA  
 CITY PROJECT ID#  
 130717 CLAYBROOKST 1

THOMAS & HUTTON  
 485 Jonhays Dadds Blvd, Suite 100  
 PO Box 1527  
 Mt Pleasant, SC 29463-1527  
 P 803 849-2000 F 803 849-0703



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