

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

**DECLARATION OF COVENANTS,  
 RESTRICTIONS AND CONDITIONS  
 OF PARROT CREEK**

KNOW ALL MEN BY THESE PRESENTS, that Parrot Creek Partners, the owners of certain parcels of land on James Island, Charleston County, South Carolina, and known as PARROT CREEK, which parcels of land are more fully represented and delineated on plat of same by Gifford, Nielson and Williams dated February 20, 1986, revised May 30, 1986 entitled "Subdivision Plat of Parrot Creek, James Island, Charleston County, S.C." and recorded in the R.M.C. Office for Charleston County, and more particularly described in Exhibit 'A' attached hereto and made a part hereof by reference, hereby covenants and agrees on behalf of itself, its successors and assigns, with persons who shall hereafter purchase the lots as shown on the aforesaid plat and any other adjacent property which may be subject to these covenants from time to time or made subject hereto by Deed or other written instrument, their heirs and assigns as follows:

**ARTICLE I**  
**Definitions**

Section 1. "Association" shall mean and refer to PARROT CREEK HOMEOWNER ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the Properties with the exception of Common Areas.

Section 6. "Declarant" shall mean and refer to Parrot Creek Partners, its heirs, successors and assigns.

**ARTICLE II**  
**Property Rights**

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessment for repairs and maintenance of Common Areas and to establish reserves for major repairs or improvements and assessments for any other Common Areas that may be granted to or purchased by the Association;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any person, public or private group, corporation, agency, authority, or utility for such purposes and subject to the conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members has been recorded.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III**  
**Membership and Voting Rights**

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two (2) classes of voting membership, with voting rights as follows:

**Class A.** Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) at such time as required by the rules and regulations of any governmental body having jurisdiction over Parrot Creek Subdivision.

**ARTICLE IV**  
**Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien of Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable 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 the interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the maintenance and improvements of and to the entrance area, the lake west of Duck Hawk Retreat, the environment street and entrance signage and or other improvements of Common Areas, if any, including but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, material, management and supervision thereof and for the operation and running of the Association and to promote the recreation, health, safety and welfare of the residents in the properties. The Association can levy a special assessment to the Property Owners of lots 77 through 97 for the maintenance of the lake abutting those lots. The owners of lots 77 through 97 agree to provide access to that lake for maintenance. If the environmental signage is not maintained, street signage will revert to the standard county or state highway variety.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and No/100 (\$100.00) Dollars per Lot.

- (a) From and after January 1 of each year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twice any increase in the Consumer Price Index — U.S. and Selected Areas for Urban Wage Earners and Clerical Workers — or such index as may succeed the Consumer Price Index.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased or decreased as determined 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 the 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 assessment year, a special assessment applicable to that year only for the purpose of defraying whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two thirds ( $\frac{2}{3}$ ) of the votes of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 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 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) 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 Assessment.** Both annual and special assessments may be collected on a monthly basis and must be fixed at a uniform rate for all Lots.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the 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 be subject to a late charge of \$10.00 and thereafter shall bear interest from the due date at the highest lawful rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot. Whether or not a suit is brought, if the Association has to hire an attorney to collect an assessment, the Owner shall be responsible for all costs and attorney's fees.

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

#### **ARTICLE V** **Architectural Review**

**Section 1.** Subject to the provisions of Section 2, herein, no landscaping, building, fence, dock, walk, sidewalk, driveway, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, exterior finishes, landscaping, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Review Board shall not be required. Neither Declarant nor any member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Board, nor for any structural defects in any work done according to such plans and specifications approved by such Architectural Review Board.

Further, neither Declarant nor any member of the Architectural Review Board shall be liable in damages to anyone submitting plans and specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. Every person who submits plans and specifications to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees that he will not bring an action or suit against the Declarant or with any member of the Architectural Review Board, to recover for any such charge. The Architectural Review Board has the right to disapprove such plans on any grounds including aesthetic considerations.

**Section 2. Declarant's Rights.** Declarant shall reserve the right to initially serve as the Architectural Review Board and shall have the right to approve all docks, plans and specifications as provided in accordance with the provisions of Section 1 herein and Article VI hereof. At such time as Declarant has sold more than seventy-five (75%) percent of the Lots in Parrot Creek Subdivision, the Declarant may assign his right for dock approval and Architectural Review to the Association. The Declarant further reserves the right, but shall not be obligated to, assign his right for Architectural Review to the Association prior to the sale of seventy-five (75%) percent of the Lots or shall automatically lose control at the time as required by any governmental body having jurisdiction over Parrot Creek Subdivision.

## **ARTICLE VI**

### ***Building and Use Restrictions***

The following requirements, conditions, restrictions and easements are herewith imposed on the Property:

**Section 1. Residential Use of Property.** All lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Parrot Creek from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvements and sale of property in Parrot Creek.

**Section 2. Building Construction.** Not more than one single-family dwelling, not to exceed two and one-half (2-½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Review Committee. A small accessory building, not to exceed one story, may be approved so long as its location complies with the set back requirements of the County of Charleston, does not obstruct any views, the exterior design and construction is comparable with that of the main dwelling, and is approved by the Architectural Review Board.

### **Section 3. Setbacks and Building Lines.**

- (a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building setback code of the County of Charleston, South Carolina. However, in each case individual setbacks and sidelines must be approved by the Architectural Review Board for its aesthetic value and the Architectural Review Board may require a greater setback so long as the required setback does not violate the setback requirements of the County of Charleston. In certain cases, the Architectural Review Board may require an Owner to seek a variance from the County of Charleston, if necessary to protect important trees, vistas or to preserve aesthetic value.

- (b) *Walls and Fences.* No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same are retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Review Board under the architectural controls appearing in Article V hereof. The exposed part of the retaining walls shall be made of brick, stucco, railroad ties, or veneered with brick. Fences are not encouraged and will be limited to the rear and side of the main dwelling, shall never enclose the entire rear yard, shall never be on the rear property line of the lake or marsh, and shall be of such design, location and construction with materials as approved by the Architectural Review Committee.
- (c) *Subdivision of Lots.* One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Review Committee, and in such event, shall apply to such Lots as resubdivided or combined.
- (d) *Terraces, Eaves and Detached Garages.* For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as part of the detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Review Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.

Section 4. Building Requirements. The living areas of the main structure, exclusive of open porches, porte-cocheres, garages, car-ports and breezeways shall not be less than the below specified square feet of overall enclosed existing living space; Lots 1 through 31, 67 through 72, 74 through 76, shall have a minimum square footage for each house of 1,800 square feet; Lots 32 through 43, Lot 73, Lots 77 through 97 shall have a minimum square footage of 2,000 square feet for each house and Lots 44 through 66 shall have a minimum square footage of 2,400 square feet for each house. On all lots a two or two and a half story house shall have a minimum of 1,400 square feet on the ground floor but such area shall not reduce the required overall minimum square footage of the house.

Section 5. Obstructions to View at Intersections. The lower branches of the trees or other vegetation shall not be permitted to obstruct view at intersections.

Section 6. Delivery Receptacles and Property Identification Markers. The Architectural Review Board shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, as well as property identification markers.



**Section 7. Use of Outbuildings and Similar Structures.** No structure of a temporary nature, unless approved in writing by the Architectural Review Board, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Declarant and those engaged in the construction from using sheds or other temporary structures during construction.

**Section 8. Completion of Construction.** The Architectural Review Board shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction and six (6) months on the completion of the exterior.

**Section 9. Livestock.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets or other Common Areas unless under leash or carried by the Owner.

**Section 10. Offensive Activities.** No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Parrot Creek.

**Section 11. Signs.** No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to the signs for selling houses during the development and construction period or for re-sale, provided such signs are approved by the Architectural Review Board. Also, the provisions of this Section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to the first mortgage or as transferee pursuant to any proceeding in lieu thereof.

**Section 12. Aesthetics, Nature Growth, Screening, Underground Utility Service.** Trees which have a diameter in excess of six (6") inches measured two (2) feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Review Board. The Owner must provide a tree survey, building plans, and plot plans, also showing landscape plans, to be submitted to the Architectural Review Board. Clothes lines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried.



**Section 13. Antennae.** No radio or television transmission or reception towers or antennae or dishes shall be erected on the Property. In no event shall free standing transmission or receiving towers be permitted.

**Section 14. Trailers, Trucks, School Buses, Boat Trailers.** No house trailers or mobile homes, campers or other habitable motor vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from the street(s) as approved by the Architectural Review Board.

**Section 15. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot owner to such Lot, at the Lot owner's expense, upon written request of the Architectural Review Board. Garbage cans, trash containers, boxes, bags, and other trash or debris, shall not be placed on the street until morning or pick-up and all empty containers shall be removed by 6:00 p.m. on the date of pick-up.

**Section 16. Changing Elevations.** No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade or surrounding Lots, unless approved in writing by the Architectural Review Board.

**Section 17. Sewage System.** Sewage disposal shall be through municipal system or type approved by the appropriate State agencies.

**Section 18. Water System.** Water shall be supplied through municipal system or type approved by appropriate State agencies.

**Section 19. Utility Facilities.** Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewerage systems, within this proposed area, which may be in variance with these restrictions. The Architectural Review Board may approve shallow wells for watering lots or such wells as may be required for heating and air conditioning systems so long as such wells do not lower the level of the lakes or affect the quality of the lake water. No Owner may pump water from the lakes.

**Section 20. Model Homes.** Declarant, as well as any builder of homes in Parrot Creek, shall have the right to construct and maintain model homes on any of the Lots.

**Section 21. Easements.** Lots subject to this Declaration shall be subject to easements, if any, shown as set forth on any recorded plat thereof. Also, easement for installation and maintenance of utilities and drainage facilities are hereby reserved over six (6') feet of each side line of each Lot and over the rear ten (10') feet of each Lot subject to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of such Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**Section 22. Driveways and Entrances to Garages.** All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Review Board and of a uniform quality. The entrance to the garage shall not face the street unless specifically approved by the Architectural Review Board. An entrance to the garage facing the street may be granted by the Architectural Review Board in unusual circumstances if because of lack of lot frontage, topography, or the shape of the lot, the house cannot be designed to have an entrance to the garage other than facing the street. A maximum of three (3) cars shall be parked upon the driveway, driveway permitting. There shall be no overnight parking on the street or the lawns.

**Section 23. Additional Requirements for Lots Fronting Creek and Marsh.**

- (a) No foliage or vegetation on marsh front shall be removed or altered without permission of the Architectural Review Board.
- (b) Docks on Parrot Creek shall be located and extend to the creek as provided in the said Permit #81-3C-333, as amended, and issued by the South Carolina Coastal Council.
  - (1) Docks shall be located and extend to the creek as provided in the said Permit and as approved by the South Carolina Council.
  - (2) It shall be the responsibility of the Purchasers of Lots who desire to jointly build docks to enter into any agreements as they deem appropriate regarding construction of said dock.
- (c) No dock, pier, or wharf shall be constructed without the approval of the Architectural Review Board. In order to obtain such approval it will be necessary to submit plans specifying the location, color, heights, finish and other details of such proposed facility. Declarant also reserves the right to require uniformity of design and to submit approved designs for docks, piers, or wharfs. The Architectural Review Board has the right to disapprove such plans on any grounds including aesthetic consideration. Any approved dock, pier, or wharf must be well maintained by the Owner and, if not maintained as required, enforcement of this requirement may be enforced as provided in Article VII Section 1 hereof.

**Section 24.** These Declarations shall not apply to any land, lot or lake owned by the Association or its successors or assigns.

**Section 1. Enforcement.** 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 this Declaration. Failure by the Association or by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**Section 3. Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind to the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended at any time by an instrument signed by at least seventy-five (75%) percent of the lot owners during the initial (30) year period or thereafter by a vote of at least (70%) of the lot owners, provided each lot owner shall have one (1) vote for each lot owned. No amendment to the provisions of this Declaration shall alter or modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the R.M.C. Office for Charleston County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Declarant reserves the right to amend this instrument until such time as Declarant has sold more than seventy-five (75%) percent of the Lots of Parrot Creek Subdivision in order to comply with any requirements of the Veterans Administration, Federal Housing Authority, Federal Home Loan Bank Board, Department of Housing and Urban Development, Federal National Mortgage Association, or any other governmental body having authority over such matters.

**Section 4. Annexation.** Declarant reserves the right to subject to this Declarant of Covenants, Conditions and Restrictions additional properties and to dedicate or deed additional Common Areas to the Association, provided at the time of such dedication or deeding, said properties shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements.

**Section 5. FHA/FNMA/VA Approval.** In the event any Lots subject to this Declaration have been approved by the Federal Housing Administration, Federal National Mortgage Association or the Veterans Administration, then the following action will require approval of such agencies who have granted approval: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the parties hereto have set their  
Hands and Seals this 8th day of August, 1986.

WITNESSES:

Mark Johnson  
Judy E. Salbot  
Mark Johnson  
Judy E. Salbot  
Mark Johnson  
Judy E. Salbot  
Mark Johnson  
Judy E. Salbot

PARROT CREEK PARTNERS  
BY: [Signature]  
Its: GENERAL PARTNER  
BY: [Signature]  
Its: GENERAL PARTNER  
BY: [Signature]  
Its: General Partner  
BY: [Signature]  
Its: General Partner

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON    )

PROBATE

Personally appeared before me, the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within named Parrot Creek Partners by its duly authorized officer(s) sign, seal and as its act and deed, deliver the within written agreement for the uses and purposes contained therein and that (s)he with the other witness, witnessed the due execution thereof.

Sworn to before me this 8th  
day of August, 1986.

Judy E. Salbot

Notary Public for S.C.  
My Commission Expires: 10-16-94

Mark Johnson

Joseph Mendelsohn

BK S 156 PC 244

13.00  
+ 1.00  
14.00

OK  
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ROBERT N. KING  
REGISTER MESNE CONVEYANCE  
CHARLESTON COUNTY, S.C.