

# Declaration of Covenants and Restrictions for Lots at Rosebank Estates

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First Amended and Restated Declaration of  
Covenants and Restrictions for Lots at Rosebank  
Estates dated September 20, 2004, and recorded in  
the R.M.C. Office for Charleston County in Book  
C510 at page 537

**STATE OF SOUTH CAROLINA       )**

**COUNTY OF CHARLESTON     )**

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR LOTS AT ROSEBANK  
ESTATES (Book B395, Page 285)**

THIS DECLARATION of Covenants and Restrictions (the "Declaration"), made on the date hereinafter set forth, by Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the property more fully described herein, located on Bohicket Creek, Wadmalaw Island, Charleston County, South Carolina; and

WHEREAS, the Declarant has subdivided the property into lots in an agricultural setting known as Rosebank Estates; and

WHEREAS, the Declarant desires to provide for the Rosebank Estates community access from the public road to Rosebank Estates over a private road known as Retriever Road; and

WHEREAS, the Declarant has previously caused to be recorded certain Covenants and Restrictions in the RMC Office for Charleston County in Book B395 at page 285, and does now desire to amend and restate all previous covenants and restrictions, and is specifically authorized to amend all previous covenants and restrictions.

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

## ARTICLE I

## DEFINITIONS

Section 1. "Association" shall mean and refer to Rosebank Estates Property Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property .

Section 3. "Property" shall mean and refer to the property described in Article II hereof as are subject to this Declaration.

Section 4. "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a dwelling unit shown upon any recorded subdivision map of the Property, together with the improvements thereon "Marsh Lot" shall mean and refer to the Marsh Lots shown on the plat referred to in Exhibit "A" attached hereto.

Section 5. "Declarant" shall mean and refer to Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler, or any person or entity who succeeds to the title of Declarant to any portion of the Property by sale or by assignment by the Declarant in the Property, provided the instrument of sale or assignment expressly so provides. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration or By-Laws of the Association, a copy of which are attached hereto (the "By-Laws").

## ARTICLE II

### PROPERTY

Section 1. Existing Property. The real property, which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located in Charleston County, South Carolina, and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein. All of the real property hereinabove described shall hereinafter be referred to as the "Property".

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of access, ingress and egress over Retriever Road as provided for in the deed to the Owner, 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 suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Declarant, so long as it owns Lots, to place signs on Lots designating their numbers and the locations of corners of each Lot. Sales and promotional signs and literature may not be placed on the Lots.

(c) If the Declarant develops or sells land that it currently owns adjacent to Retriever Road and permits access to it over Retriever Road to the public road, then the owners of said property will pay to the Association annually a pro rata share of the costs of maintenance and repair of the section of Retriever Road used by said owners.

Section 2. South Carolina Office of Coastal Resource Management (the "OCRM") and United States Army Corps of Engineers (the "Corps") Jurisdiction. Notice is hereby given that as to any portion of the Property which may be wetlands or submerged land or located in other critical areas, all activities on or over and all uses of the wetlands or submerged land or other critical areas may be subject to the jurisdiction of the OCRM or the Corps, including, but not limited to, the requirements that any activity or use must be authorized by the OCRM and the Corps. Every Owner shall be liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any wetlands or submerged land, coastal waters, or any other critical areas.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The one vote for such Lot shall be exercised as set forth in Article III of the By-Laws.

Section 3. Notice and Quorum. Written notice of any regular or special meeting of the members of the Association, requirements for a quorum and voting by proxy and shall be provided for in the By-Laws or pursuant to any applicable statutes.

#### ARTICLE V

##### DECLARANT

Section 1. Rights as Owner. Declarant is the initial Owner of the Lots for the purpose of these Covenants and shall be entitled to exercise all rights appurtenant thereto until such time as such Lot has been conveyed to another person or entity.

Section 2. Rights and Powers. Until the Declarant no longer owns four (4) of the seven (7) of the Lots in the development or until five (5) years from the date of this Declaration, whichever occurs first, Declarant shall be entitled to exercise, without consent of the other Owners, all powers granted to the Owners or to the Board of Directors by this Declaration, or by the By-Laws of the Association. Any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved in writing by the Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

ARTICLE VI

## ASSESSMENT FOR COMMON EXPENSES

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Property, 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 assessment charges, payable annually, quarterly, or monthly as the Association decides; 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 upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the improvements and maintenance of the road providing access to the Lots, drainage systems associated with access road the procurement and maintenance of insurance in accordance with the By-Laws, the payment the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Annual Assessment. The Board of Directors of the Association shall have the right and power to fix the annual assessment for each of the Lot Owners.

When the Board of Directors fixes annual assessments for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per Lot Owner.

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 applicable to the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or maintenance of the access road and associated drainage systems, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes cast in person or by proxy at the meeting called for this purpose. All special assessments shall be fixed at a uniform rate for all Lot Owners and may be collected on a quarterly basis. An initial capital assessment for the maintenance of the roads and drainage systems shall be collected from the purchaser of each Lot at the tune of the initial conveyance as set forth on Exhibit B attached hereto. Until all Lots have been sold, no special assessment shall be levied without the prior written consent of the Declarant.

Section 5. Special Assessments for Improvements on the Lots. In addition to the annual assessments and special assessments for capital improvements authorized above, the Association shall levy special assessments on each Lot Owner as follows:

1) Three Thousand Five Hundred and NO/100 (\$3,500.00) *Dollars* shall be paid to the Association within thirty (30) days after the Owner of any Lots obtain a building permit for the construction of a dwelling on the Lot;

2) One Thousand and NO/100 (\$1,000.00) *Dollars* shall be paid the Association within thirty (30) days after the Owner of a Lot obtains a building permit for the construction of a barn or equipment storage building on the Lot; and

3) Five Hundred and NO/100 (\$500.00) *Dollars* shall be paid to the Association within thirty (30) days after the Owner of a Lot obtains a building permit for the construction of a dock serving the Lot.

The special assessments for improvements to the Lots shall be for the purpose of defraying, in whole or in part, the cost of any repair or maintenance of access road caused by its use by contractors, laborers and materialmen during the construction of said improvements on the Lot.

Section 6. Uniform Rate of Assessment. Except as hereinafter provided in section 7 and 8, the annual assessments may be increased, adjusted or decreased from year to year by the Board of Directors of the Association as it deems just and proper and shall be collected on a quarterly basis, or any other basis approved by the Board of Directors; provided, however, that the Lot Owners shall be assessed at a uniform rate based on the number of Lot Owners. The Declarant, shall be assessed on the number of Lots it owns. If a lot line is abandoned between two or more Lots, the Assessments provided for herein shall be levied in the same manner as if the lot lines had not been abandoned.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to any Lot Owner on the day of the conveyance of such Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the months of conveyance. 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 notify every owner subject thereto. 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 Owner has been paid. The due dates shall be established by the Board and the assessments may be collected in advance monthly, quarterly and/or annually.

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 increased to include a late charge of Ten (\$10.00) *Dollars* per day from the date due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the applicable Lot in like manner as a mortgage of real property or both. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through foreclosure. Penalties, costs and reasonable attorney's fees of 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 nonuse of or abandonment of his Lot.

Section 9. Subordination of the Lien. The liens provided for herein shall be prior and superior to all other liens except (1) to the lien of any bona fide mortgage, (2) the lien of any unpaid taxes in favor of any taxing authority and (3) any conservation easement placed on the Property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to the payment thereof 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.

## ARTICLE VII

### EASEMENTS

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage systems are reserved to the Declarant over, under and across an area ten (10') feet in width along the northern boundary (rear) of each Lot and ten (10') feet in width along each side Lot line, for use by Declarant, the Association, utility companies, and public agencies in connection with this subdivision.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Compliance with Zoning Ordinances. The use of each Lot shall comply at all times with an applicable zoning, building, land use and other governmental regulations.

Section 2. Mobile Homes, House Trailers, and Recreational Vehicles. No mobile home, house trailer, camper, recreational vehicle or other habitable motor vehicle of any kind may be used as a residence or kept, stored or parked overnight on any Lot except one (1) mobile home/construction trailer may be used only during construction of a dwelling but not for longer than fifteen (15) months after the start of construction. Boats, boat trailers, farm tractors and mowers owned by the Owner of the Lot shall be permitted, but must be screened from view at all times from adjoining Lots and Bohicket Creek. No school buses, motorcycles, all terrain vehicles or similar vehicles shall be used, kept, parked or stored on any Lot.

Section 3. Marsh Lots. The Marsh Lots adjacent to each Lot shall be owned and conveyed in conjunction with the adjacent Lot and the title to each Marsh Lot shall not be separated from the title to the adjacent Lot.

Section 4. Rosebank Estates Architectural Review Board. No landscaping, building, exterior lighting, wall, fence or any other structure or improvements of any kind or nature shall be erected, placed, removed, or altered on any Lot or Parcel until a site plan showing the location



of such improvements and landscaping, and the construction plans and specification have been approved in writing by the Architectural Review Board. In addition, the Architectural Review Board may require a current tree survey to be submitted at the Owners' expense together with any proposed building plans and specifications. The building plans and specifications and site plan, when approved by the Architectural Review Board, must be strictly adhered to in the construction of any and all improvements of any kind or nature, including landscaping improvements, and any variance or alteration from such approved plans and specifications without written approval by the Architectural Review Board, shall be deemed in violation of this Section. Refusals of approval of plans, specifications and site plans, or any of them, may be based on such design guidelines, rules and regulations as may be imposed by the Architectural Review Board from time to time, with the Architectural Review Board further having the right to refuse or turn down requests on purely aesthetic grounds in its sole discretion. Any material change in the appearance of any building, wall, or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers, shrubs, and herbs indigenous to the area), shall be deemed an alteration requiring approval.

Section 5. Establishment of Rosebank Estates Architectural Review Board. The Rosebank Estates Architectural Review Board shall consist of three (3) members, which shall be appointed by the Declarant. The Declarant shall have the right to appoint or remove any member or members of the Rosebank Estates Architectural Review Board until such time as the Rosebank Estates Architectural Review Board is terminated and all of its rights, powers, duties and privileges of architectural and landscaping review are transferred to the Association as set forth below. Rosebank Estates Architectural Review Board members shall not receive any compensation for their services, but by resolution of the Board of Directors, any Rosebank Estates Architectural Review Board member may be reimbursed for his actual expenses incurred in the performance of his duties as a member of the Rosebank Estates Architectural Review Board. Nothing herein contained shall be construed to preclude any Rosebank Estates Architectural Review Board member from serving the Association in any other capacity and receiving compensation therefor. The Rosebank Estates Architectural Review Board shall continue until such time as all initial improvements (including, without limitation, all initial landscaping improvements) on all Lots or Parcels in Rosebank Estates have been completed. At such time, the Rosebank Estates Architectural Review Board rights, powers, duties and privileges of architectural and landscaping review shall be transferred and assigned to the Association.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Application. All Owners, employees of Owners, tenants, guests or invitees or any other persons who may in any manner use the Property or any portion thereof, shall be subject to the provisions hereof and to the provisions of the By-Laws of the Association.

Section 2. Enforcement. The Association, or any Owners, shall have the right to enforce, by any proceeding at law or in equity, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. 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 4. Amendment. The Covenants and Restrictions of this Declaration shall run with 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 successive periods often (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots, and thereafter by an instrument signed by the Owners of not less than fifty (50%) percent of the Lots; provided, however that: (a) the Declarant may act for the Owners during the period described in Article V, Section 2, hereof; and (b) these Covenants and Restrictions shall not be amended during the first thirty (30) year period without the prior written consent of the Declarant.

Section 5. Gender and Number All pronouns used herein shall be deemed to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context requires or permits.

Section 6. Captions. The captions are placed herein for convenience and shall not be construed to define or limit the particular section to which they refer.

WITNESS the execution of this under Seal this 20<sup>th</sup> day of September, 2004.

Signed, Sealed and Delivered  
In the Presence of:

The Declarant

Branch Banking and Trust Company of South  
Carolina as Trustee for the Estate of Huger  
Sinkler

Catherine D. Allen  
Mantra Ann Roddey

By: Daniel C. Humphrey  
Its: Senior Vice - Pres.

BKC 510PG545

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )     ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2004, by Branch Banking and Trust Company of South Carolina, as Trustee for the Estate of Huger Sinkler by its duly authorized officer.

Catherine Bunnell Lento  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 4/7/2007

\\Syb\syb\Rosebank\Amendment to Restrictions.doc

## EXHIBIT A

PROPERTY DESCRIPTION

All those lots, pieces or parcels of land, situate, lying and being on Wadmalaw Island, Charleston County, South Carolina, and being shown and designated as Lots 1, 2, 3, 4, 5, 6 and 7 and Marsh Lots 1, 2, 3, 4, 5, 6 and 7, Bohicket Farms (now known as "Rosebank Estates") on a plat thereof entitled "Bohicket Farms, Wadmalaw Islnad, Charleston County, S.C., Resurveying of Lots 1 & 2 and Proposed Resubdivision of Lots 3 – 7" prepared by Lewis E. Seabrook, P.E. and O.L.S. of R.M. Seabrook, Jr., Inc. dated September 17, 2001 and recorded in Plat Book EF at Pages 250 and 251; said Lots and Marsh Lots having such sizes, shapes, buttings and boundings as are shown on said plat.

EXHIBIT B

CAPITAL ASSESSMENTS FOR MAINTENANCE OF ROADS AND  
DRAINAGE FACILITIES

The initial capital assessment shall be \$1,000.00 per Lot, payable to the Association at the initial closing of the sale of each Lot.

*filed*

BKC 510PG548

WARREN & SINKLER, L.L.P.  
P.O. BOX 1254  
CHARLESTON, SC 29402

*LT*  
*R*

FILED  
C510-537  
2004 SEP 21 PM 1:31

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

*mis/amend*  
17.10  
A

First Amendment to First Amended and Restated  
Declaration of Covenants and Restrictions for Lots  
at Rosebank Estates dated August 30, 2006, and  
recorded in the R.M.C. Office for Charleston County  
in Book Y596 at page 731

2. **Submission of Additional Property.** The Declarant, its successors and assigns, shall have the right, without consent of the Association, to bring within the plan and operation of this Declaration, additional properties, which are a part of property generally known as Rosebank Plantation located to the South of the property described on Exhibit A and now or formerly a portion of TMS # 198-00-00-001, whether or not said additional properties



are contiguous with the existing Property. The additions authorized under this section shall be made by filing a Supplementary Declaration of Covenants and Restrictions (hereinafter referred to as "The Supplementary Declaration") with respect to the additional property which shall extend the operation and effect of the Declaration to such additional property.

3. **No Further Amendment.** Except as set forth herein, the Declaration shall remain in full force and effect.

WITNESS the execution of this under Seal this 30 day of August, 2006.

Signed, Sealed and Delivered  
In the Presence of:

S. J. Oames  
Virginia B. Martin

The Declarant

Branch Banking and Trust Company of South  
Carolina as Trustee for the Estate of Huger  
Sinkler

By: [Signature]  
Its: JOHN VICE PRESIDENT

BK Y596PG733

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 30 day of <sup>August</sup>~~May~~, 2006, by Branch Banking and Trust Company of South Carolina, as Trustee for the Estate of Huger Sinkler by its duly authorized officer.

Virginia B. Martin

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 2-17-2010

## Exhibit "A"

ALL that certain lot, piece or parcel of land, situate, lying and being on Wadmalaw Island, County of Charleston, State of South Carolina, and being shown as **LOT 8, 955,495 SQ. FT. (TOTAL) 21.94 ACRES (TOTAL), 632351 SQ.FT. (HIGHLAND); 16.81 ACRES (HIGHLAND)**, Rosebank Farms containing 21.94 acres, more or less, all as shown on that certain plat entitled: "ROSEBANK ESTATES WADMALAW ISLAND, CHARLESTON COUNTY, S.C. PLAT OF LOT 8 CONTAINING 21.94 ACRES OWNED BY SOUTHEASTERN TRUST COMPANY AS TRUSTEE FOR THE ESTATE OF HUGER SINKLER" prepared by E. M. Seabrook, Jr., Inc., dated May 19, 2005, and revised June 20, 2005, recorded in Plat Book EJ at Page 645, in the RMC Office for Charleston County, South Carolina.

All of Grantee's right, title and interest, if any, in and to Marsh Lot 8 lying adjacent to and to the south of Lot 8 as shown on the Plat. Marsh Lot 8 shall be owned and conveyed in conjunction with Lot 8 and the title to said Marsh Lot 8 shall not be separated or severed from the title to Lot 8.

from  
Index us forms  
Roseanne  
per Atty Swenson  
9-6-06

BK Y596PG735



**RECORDER'S PAGE**

**NOTE:** This page **MUST** remain  
with the original document

**Filed By:**

Haynsworth Sinkler Boyd, P.A.

P.O. Box 340

Charleston

SC 29402

*mf*

**FILED**

September 1, 2006

12:02:50 PM

BK Y596PG731

Charlie Lybrand, Register  
Charleston County, SC

DESCRIPTION	AMOUNT
1ST/AMEND/COVS	\$ 10.00
Postage	

<b>TOTAL</b>	<b>\$ 10.00</b>
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**DRAWER:**

	<b>A - tps</b>
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DO NOT STAMP BELOW THIS LINE

Second Amendment to First Amended and Restated  
Declaration of Covenants and Restrictions for Lots  
at Rosebank Estates dated August 30, 2007, and  
recorded in the R.M.C. Office for Charleston County  
in Book M637 at page 826

STATE OF SOUTH CAROLINA	)	SECOND AMENDMENT TO
	)	FIRST AMENDED AND RESTATED
	)	DECLARATION OF COVENANTS AND
COUNTY OF CHARLESTON	)	RESTRICTIONS FOR LOTS AT ROSEBANK
	)	ESTATES (Book Y596, Page 731)

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION of Covenants and Restrictions (the "Declaration"), made on the date hereinafter set forth, by Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant did execute and record that certain Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated November 30, 2001, and recorded in the R.M.C. Office for Charleston County in Book B395 at page 285, which Declaration was amended and restated by First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated September 20, 2004, and recorded in the R.M.C. Office for Charleston County in Book C510 at page 537, as amended by First Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated August 30, 2006, and recorded in the R.M.C. Office for Charleston County in Book Y596 at page 731 (the "Declaration"); and

WHEREAS, the Declaration provides in Article IX, Section 4 that the Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler is the Owner of four (4) Lots; Mistake Road, LLC, is the Owner of one (1) Lot; LanStar, LLC, is the Owner of one (1) Lot; Heidi J. Qualey and S. Kirkpatrick Morgan, Jr. are the Owners of one (1) Lot; and Patricia M. Flanagan is the Owner of one (1) Lot;

WHEREAS, during a special meeting of the members of the Rosebank Estates Property Owners Association held on May 30, 2007, the owners voted to amend the First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates to provide for certain special assessments, which are described more fully below; and

WHEREAS, the Owners of seven (7) of the eight (8) Lots voted in favor of the special assessments; and

WHEREAS, Owners of not less than seventy-five percent (75%) of the Lots desire to amend the Declaration to provide for, among other things, additional special assessments;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Rosebank Estates Community Access Over Swamp Road. Article III, Section 1 shall be deleted its entirety and the following new Article III, Section 1 shall be inserted in its stead:

Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of access, ingress and egress over Swamp Road as provided for in the deed to the Owner, 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 suspend the voting rights of an Owner for any period during which any 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;

(b) The right of the Declarant, so long as it owns Lots, to place signs on Lots designating their numbers and the locations of corners of each Lot. Sales and promotional signs and literature may not be placed on the Lots.

(c) If the Declarant develops or sells land that it currently owns adjacent to Retriever Road or Swamp Road and permits access to it over Swamp Road to the public road, then the owners of said property will pay to the Association annually a pro rata share of the costs of maintenance and repair of the section of Retriever Road and Swamp Road used by said owners and their invitees.

2. Special Assessments for Improvements on the Lots. Article VI, Section 5 shall be amended to add, in addition to and not in lieu of, the following special assessments to the list of assessments that the Association shall levy on each Lot Owner:

4) Fifteen Thousand and NO/100 Dollars (\$15,000.00) per week shall be paid to the Association by the Owner of any Lot from which dirt is hauled during the week or any portion thereof in which dirt is hauled; and

5) One Thousand and NO/100 Dollars (\$1,000.00) per week shall be paid to the Association by the Owner of any Lot from which logs and/or timber are hauled during the week or any portion thereof in which logs and/or timber are hauled.

3. Rosebank Estates Architectural Review Board. Article VIII, Section 4 shall be deleted in its entirety, and the following new Section 4 shall be inserted in its stead:

Rosebank Estates Architectural Review Board. No landscaping, building, exterior lighting, wall, fence, or any other structure or improvements of any kind or nature shall be

erected, placed, removed, or altered on any Lot or Parcel until a site plan showing the location of such improvements and/or landscaping, and the construction plans and specification have been approved in writing by the Architectural Review Board. In addition, the Architectural Review Board may require a current tree survey to be submitted at the Owners' expense together with any proposed building plans and specifications. The building plans and specifications and site plan, when approved by the Architectural Review Board, must be strictly adhered to in the construction of any and all improvements of any kind or nature, including landscaping improvements, and any variance or alteration from such approved plans and specifications without written approval by the Architectural Review Board, shall be deemed in violation of this Section. Refusals or approval of plans, specifications, and site plans, or any of them, may be based on such design guidelines, rules, and regulations as may be imposed by the Architectural Review Board from time to time, with the Architectural Review Board further having the right to refuse or turn down requests on purely aesthetic grounds in its sole discretion. Any material change in the appearance of any building, wall, or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers, shrubs, and herbs indigenous to the area), shall be deemed an alteration requiring approval.

4. Swamp Road. Article VIII shall be amended to add the following Section 6 thereto:

Section 6. Swamp Road. Lot Owners and their invitees shall use Swamp Road to access their Lots from Maybank Highway. Commercial vehicles on and commercial use of Swamp Road is prohibited. Commercial vehicles may, with the permission of the Declarant, use Retriever Road to provide commercial service to a Lot or its Owner. Retriever Road shall not be used by Lot Owners, other than Declarant and the beneficiaries of the Estate of Huger Sinkler.

5. No Further Amendment. Except as set forth herein, the Declaration shall remain in full force and effect.

WITNESS the execution of this under Seal this 30th day of August, 2007.

[Signatures begin on next page]



8K M 637PG829

Signed, Sealed and Delivered  
In the Presence of:

Branch Banking and Trust Company of  
South Carolina as Trustee for the Estate of  
Huger Sinkler

Melissa L. Brown  
Dawn Callahan

By: [Signature]  
Its: Vice President

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CHARLESTON    )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August,  
2007, by Branch Banking and Trust Company of South Carolina, as Trustee for the Estate of Huger  
Sinkler by its duly authorized officer.

Dawn Callahan  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 6/20/2008



Signed, Sealed and Delivered  
In the Presence of:

[Signature]  
Jennifer B. Cook

MISTAKE ROAD, LLC  
By: [Signature]  
Its: member

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August,  
2007, by Mistake Road, LLC, by David M. Swanson, its MEMBER.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 1/31/2014

BK M 637PG831

Signed, Sealed and Delivered  
In the Presence of:

[Signature]  
[Signature]

LanStar, LLC

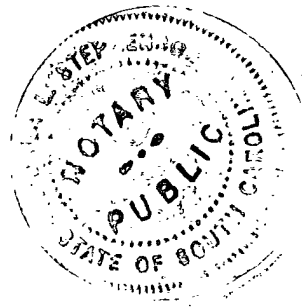
By: [Signature]  
Its: Member

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

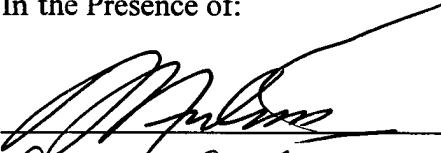
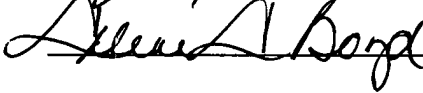
ACKNOWLEDGEMENT

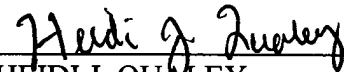
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August,  
2007, by LanStar, LLC, by Brian P. Patten, its Member.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 9/11/13



Signed, Sealed and Delivered  
In the Presence of:

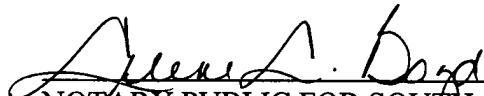
  


  
HEIDI J. QUALEY

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

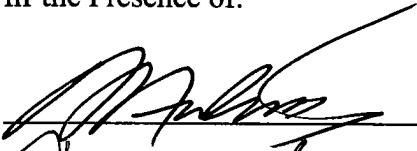
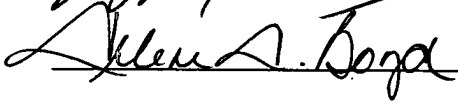
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August,  
2007, by Heidi J. Qualey.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 9/28/09

BM M 637PG833

Signed, Sealed and Delivered  
In the Presence of:

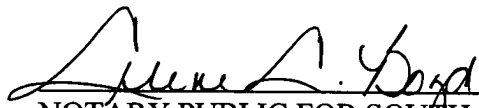
  


S. Kirkpatrick Morgan Jr.  
S. KIRKPATRICK MORGAN, JR.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2007, by S. Kirkpatrick Morgan, Jr.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 9/28/09

BK M 637PG834

## RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document



Filed By: *[Signature]*

Warren & Sinkler, LLP

P.O. Box 1254  
Charleston

SC 29402

Number of Pages:

9

# FILED

August 31, 2007

11:35:25 AM

BK M 637PG826

Charlie Lybrand, Register  
Charleston County, SC

DESCRIPTION	AMOUNT
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MISC AMEND	\$ 14.00
Postage	

TOTAL	\$ 14.00
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DRAWER:

(3)	A - BJA
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DO NOT STAMP BELOW THIS LINE

Third Amendment to First Amended and Restated  
Declaration of Covenants and Restrictions for Lots  
at Rosebank Estates dated September 13, 2013, and  
recorded in the R.M.C. Office for Charleston County  
in Book 0361 at page 042



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

) THIRD AMENDMENT TO  
) FIRST AMENDED AND RESTATED  
) DECLARATION OF COVENANTS AND  
) RESTRICTIONS FOR LOTS AT ROSEBANK  
) ESTATES (Book Y596, Page 731)

THIS THIRD AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (the "*Amendment*"), made on the date hereinafter set forth, by the Owners (as defined below).

WITNESSETH:

**WHEREAS**, Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler did execute and record that certain Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated November 30, 2001, and recorded in the R.M.C. Office for Charleston County in Book B395 at page 285, which Declaration was amended and restated by First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated September 20, 2004, and recorded in the R.M.C. Office for Charleston County in Book C510 at page 537, as amended by First Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated August 30, 2006, and recorded in the R.M.C. Office for Charleston County in Book Y596 at page 731 as amended by Second Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated August 30, 2007, and recorded in the R.M.C. Office for Charleston County in Book M637 at page 826 (the "*Declaration*"); and

**WHEREAS**, the Declaration provides in Article IX, Section 4 that the Declaration may be amended during the first thirty (30) year period by an instrument signed by the owners of not less than seventy-five percent (75%) of the eight (8) residential lots in Bohicket Estates (the "*Lots*" and each a "*Lot*"); provided that, (b) the Covenants and Restrictions shall not be amended during the first thirty (30) years without the prior written consent of the Declarant; and

**WHEREAS**, the undersigned owners of Lot 4, collectively, being the "Declarant". As defined in the Declaration, do hereby consent to the amendment of the Declaration as hereinafter provided; and

**WHEREAS**, John P. Barnwell and Caroline C. Sinkler, Co-Trustees of the Huger Sinkler, Jr. Exempt and Non-Exempt Trusts under the Will of Huger Sinkler are the owners of Lot 1; Barton A. and Marian B. Proctor are the owners of Lot 2; Heidi J. Qualey and Michelle J. Morgan are the owners of Lot 3; Llewellyn Huger Sinkler, George Dana Sinkler, Jr., James Marshall Sinkler, Huger Sinkler II, G. Dana Sinkler and Huger Sinkler II as Co-Trustees of the Rosebank 2012 Trust, and John P. Barnwell and Carolina C. Sinkler, Successor Co-Trustees of the Huger Sinkler, Jr. Exempt and Non-Exempt Trusts under the Will of Huger Sinkler are the owners of Lot 4; G. Dana Sinkler and Huger Sinkler II as Co-Trustees of the Rosebank 2012 Trust, Llewellyn Huger Sinkler, George Dana Sinkler, Jr., James Marshall Sinkler, and Huger Sinkler II are the owners of Lot 5; Llewellyn Huger Sinkler, George Dana Sinkler, Jr., James Marshall Sinkler, Huger Sinkler II, G. Dana Sinkler and Huger Sinkler II as Co-Trustees of the



Rosebank 2012 Trust, John P. Barnwell and Carolina C. Sinkler, Successor Co-Trustees of the Huger Sinkler, Jr. Exempt and Non-Exempt Trusts under the Will of Huger Sinkler and Huger Sinkler II and G. Dana Sinkler, Successor Co-Trustees of the George Dana Sinkler Exempt and Non-Exempt Trusts under the Will of Huger Sinkler are the owners of Lot 6; and Mistake Road, LLC, is the owner of Lot 8 (the “*Owners*”);

**WHEREAS**, the Owners comprise no less than seventy-five percent (75%) of the Lots and desire to amend the Declaration to clarify, among other things, access rights over and across a Portion of Retriever Road (as defined below).

**NOW, THEREFORE**, the Owners hereby amend the Declaration as follows:

1. Rosebank Estates Community Access Over Swamp Road. Article III, Section 1 shall be deleted its entirety and the following new Article III, Section 1 shall be inserted in its stead:

Owner’s Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of access, ingress and egress over and across Swamp Road and over and across a portion of Retriever Road extending from the Lots to where Retriever Road intersects with Swamp Road (the “*Portion of Retriever Road*”), 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 suspend the voting rights of an Owner for any period during which any 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;

(b) The right of the Declarant, so long as it owns Lots, to place signs on Lots designating their numbers and the locations of corners of each Lot. Sales and promotional signs and literature may not be placed on the Lots;

(c) If the Declarant develops or sells land that it currently owns adjacent to the Portion of Retriever Road or Swamp Road and permits access to it over Swamp Road to the public road, then the owners of said property will pay to the Association annually a pro rata share of the costs of maintenance and repair of the Portion of Retriever Road and Swamp Road used by said owners and their invitees.

2. Swamp Road and Retriever Road. Article VIII, Section 6 shall be deleted its entirety and the following new Article III, Section 1 shall be inserted in its stead:

Section 6. Swamp Road and Retriever Road. Lot Owners and their invitees shall use Swamp Road and the Portion of Retriever Road from the lots to access their Lots from Maybank Highway. Commercial vehicles on and commercial use of Swamp Road and the Portion of Retriever Road is prohibited. Commercial vehicles may, with the permission of the Declarant, use Retriever Road in order to gain access to Maybank Highway in order to provide commercial service to a Lot or its Owner.

3. Utility Road. Article VIII shall be amended to add the following Section 7 thereto:

Section 7. Utility Road. As shown on the subdivision plat recorded in Plat Book EF, at page 250, a 30 foot utility easement (the "Utility Easement") extends over and across the southerly portion of each of the Lots. A dirt road is generally located within the Utility Easement (the "Dirt Road") which is used for the purpose of maintaining and repairing utilities located within the Utility Easement. The Dirt Road is also intended to be used for providing emergency access to the Lots. The Dirt Road may only be used for the purposes set forth herein, and may not be used by the Lot Owners for general access, ingress and egress to and from their respective Lots.

4. By its signatures hereon as the owners of Lot 4, the Declarant hereby consents to this Amendment.

5. No Further Amendment. Except as set forth herein, the Declaration shall remain in full force and effect.

WITNESS the execution of this under Seal this 13<sup>th</sup> day of September, 2013.

[Signatures begin on next page]

(OWNERS OF LOT 1)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marybriel  
Janet Sausor

By: JMB (L.S.)  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler

Marybriel  
Janet Sausor

By: JMB (L.S.)  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt  
Trust under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

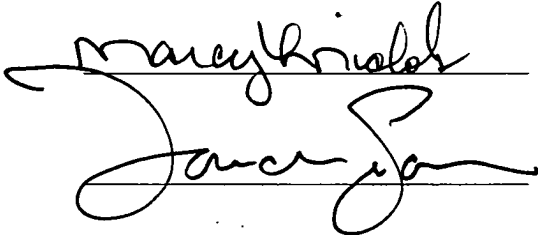
THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

Janet Sausor  
Notary Public for South Carolina  
My Commission Expires: 12/25/20

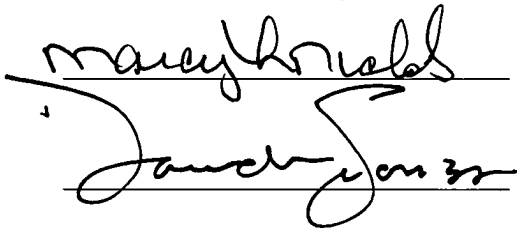
(OWNERS OF LOT 1)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:



By: Caroline C Sinkler (L.S.)  
Caroline C. Sinkler, Successor Co-  
Trustee of The Huger Sinkler, Jr.  
Exempt Trust under the Will of Huger  
Sinkler



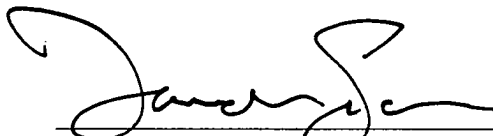
By: Caroline C Sinkler (L.S.)  
Caroline C. Sinkler, Successor Co-  
Trustee of The Huger Sinkler, Jr.  
Non-Exempt Trust under the Will of  
Huger Sinkler

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt  
Trust under the Will of Huger Sinkler and Caroline C. Sinkler, Successor Co-Trustee of The  
Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.



Notary Public for South Carolina

My Commission Expires: 12/20/20

(OWNERS OF LOT 2)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Nancy Krinkel  
Jamie Sasser

Barton A Proctor (L.S.)

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

THE FOREGOING instrument was acknowledged before me this 30<sup>th</sup> day of August, 2013, by Barton A. Proctor

Jamie Sasser  
Notary Public for South Carolina  
My Commission Expires: 11/20/10

WITNESSES:

Dubbie Felling  
Jamie Sasser

Marian B. Proctor (L.S.)  
Marian B. Proctor

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

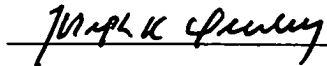

THE FOREGOING instrument was acknowledged before me this 5<sup>th</sup> day of September, 2013, by Marian B. Proctor.

Jamie Sasser  
Notary Public for South Carolina  
My Commission Expires: 10/20/10

(OWNERS OF LOT 3)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:


 (L.S.)  
Heidi J. Qualey

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

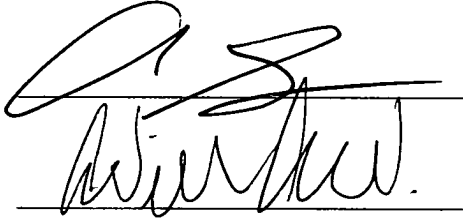
THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September, 2013, by Heidi J. Qualey.

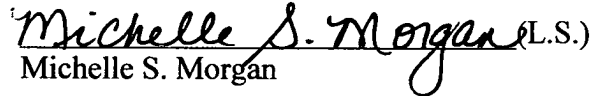
  
Notary Public for South Carolina  
My Commission Expires: 4/4/16

(OWNERS OF LOT 3)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:



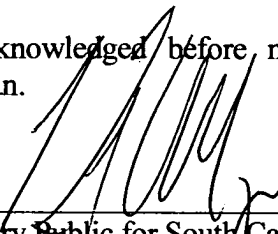
 (L.S.)  
Michelle S. Morgan

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 12 day of Sept, 2013, by Michelle S. Morgan.

  
Notary Public for South Carolina  
My Commission Expires: May 2018

(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marcyn H. H. H.  
Jane S. S.

Llewellyn Huger Sinkler, by  
Huger Sinkler II, attorney in fact [S.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by Llewellyn Huger Sinkler, by Huger Sinkler II, attorney in fact.

Jane S. S.  
Notary Public for 82  
My Commission Expires: 10/20/20  
[SEAL]



(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marybelle  
Dana Sinkler

George Dana Sinkler, Jr. by  
his attorney in fact [L.S.]  
George Dana Sinkler, Jr. [Signature]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, by George Dana Sinkler, Jr.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 12/20/20  
[SEAL]

(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

maurice  
James Sinkler

James Marshall Sinkler by his  
attorney in fact, Huger Sinkler II, attorney in fact  
James Marshall Sinkler, by  
Huger Sinkler II, attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by James Marshall Sinkler by Huger Sinkler II, attorney in fact.

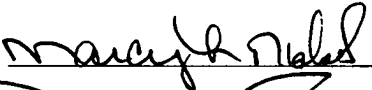
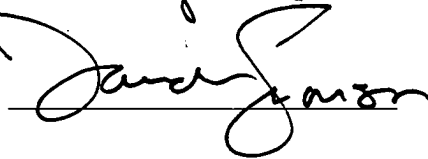
James Sinkler  
Notary Public for SC

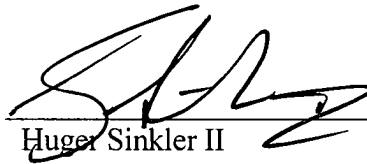
My Commission Expires: 10/20/14  
[SEAL]

(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

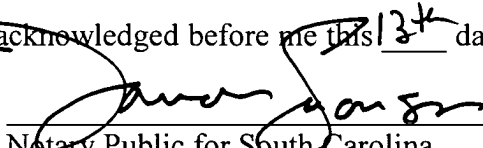
 [L.S.]  
Huger Sinkler II

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, by Huger Sinkler II.

  
Notary Public for South Carolina

My Commission Expires: 10/20/20  
[SEAL]

(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marcy Sinkler  
Dana Sinkler

Huger Sinkler II  
Huger Sinkler II, Co-Trustee of the  
Rosebank 2012 Trust

Marcy Sinkler  
Dana Sinkler

G. Dana Sinkler  
G. Dana Sinkler, Co-Trustee of the  
Rosebank 2012 Trust

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, Huger Sinkler II and G. Dana Sinkler, as Co-Trustees of the Rosebank 2012 Trust.

Dana Sinkler  
Notary Public for South Carolina

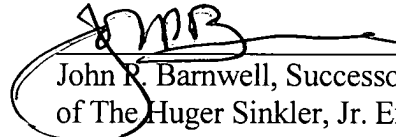
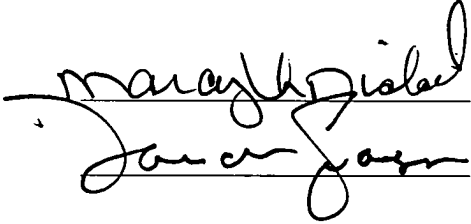
My Commission Expires: 10/20/20

[SEAL]

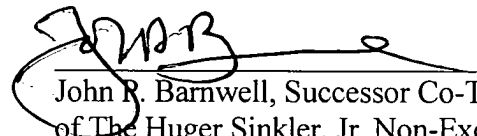
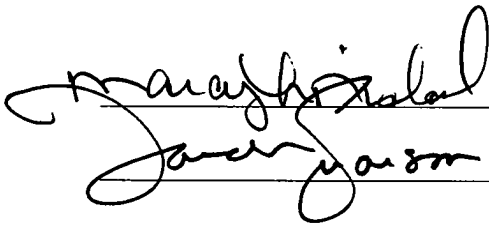
(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:



John R. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler



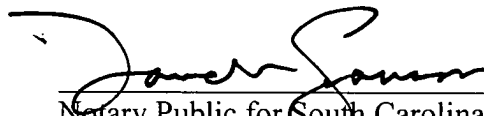
John R. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

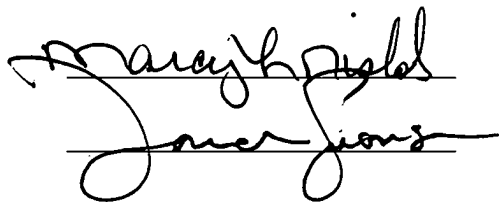


Notary Public for South Carolina  
My Commission Expires: 10/25/20

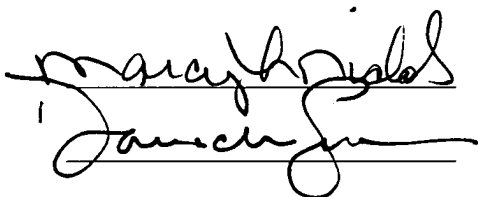
**(OWNERS OF LOT 4)**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:



Caroline C Sinkler  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler



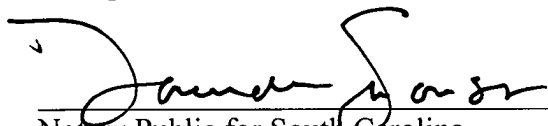
Caroline C Sinkler  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 12/20/20

(OWNERS OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Nancy Arnold  
Daniel Sander

Huger Sinkler II by her  
attorney in fact J. S. II  
Llewellyn Huger Sinkler, by  
Huger Sinkler II, attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by Llewellyn Huger Sinkler, by Huger Sinkler II, attorney in fact.

Daniel Sander  
Notary Public for SC  
My Commission Expires: 10/20/14  
[SEAL]

(OWNERS OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Mary B. Sinkler  
James G. Sinkler

George Dana Sinkler, Jr.  
his attorney in fact [Signature]  
George Dana Sinkler, Jr.

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September  
2013, by George Dana Sinkler, Jr.

James G. Sinkler  
Notary Public for South Carolina

My Commission Expires: 10/20/20

[SEAL]



(OWNERS OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Mary Marshall  
James Marshall Sinkler

James Marshall Sinkler by his  
attorney in fact Huger Sinkler II [SEAL]  
James Marshall Sinkler, by  
Huger Sinkler II, attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by James Marshall Sinkler by Huger Sinkler II, attorney in fact.

Huger Sinkler II  
Notary Public for SC

My Commission Expires: 12/20/20  
[SEAL]

(OWNERS OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Mary K. Hinkel  
Jamie Larson

Huger Sinkler II [L.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, by Huger Sinkler II.

Jamie Larson  
Notary Public for South Carolina

My Commission Expires: 10/20/20  
[SEAL]

(OWNERS OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Maryhriel  
Jander Jones

Maryhriel  
Jander Jones

Huger Sinkler II  
Huger Sinkler II, Co-Trustee of the  
Rosebank 2012 Trust

G. Dana Sinkler  
G. Dana Sinkler, Co-Trustee of the  
Rosebank 2012 Trust

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, Huger Sinkler II and G. Dana Sinkler, as Co-Trustees of the Rosebank 2012 Trust.

Jander Jones  
Notary Public for South Carolina

My Commission Expires: 10/20/20

[SEAL]

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marybriana  
Jander Garso

Llewellyn Huger Sinkler II by her  
attorney in fact [S.]  
Llewellyn Huger Sinkler, by  
Huger Sinkler II, attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by Llewellyn Huger Sinkler, by Huger Sinkler II, attorney in fact.

Jander Garso  
Notary Public for \_\_\_\_\_  
My Commission Expires: 10/10/20  
[SEAL]

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Marcy Sinkler  
Jamarcus Jones

George Dana Sinkler, Jr. by his  
attorney in fact [L.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September  
2013, by George Dana Sinkler, Jr.

Jamarcus Jones  
Notary Public for South Carolina

My Commission Expires: 10/20/20

[SEAL]

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Mary Sinkler  
Jamie Sinkler

James Marshall Sinkler by his attorney in fact Huger Sinkler II  
James Marshall Sinkler, by  
Huger Sinkler II, attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by James Marshall Sinkler by Huger Sinkler II, attorney in fact.

Jamie Sinkler  
Notary Public for SC

My Commission Expires: 10/20/20  
[SEAL]

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Margaret  
James

Huger Sinkler II [L.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13 day of September  
2013, by Huger Sinkler II.

James  
Notary Public for South Carolina

My Commission Expires: 10/20/20  
[SEAL]

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Maeythriel  
Jamarcus

Huger Sinkler II  
Huger Sinkler II, Co-Trustee of the  
Rosebank 2012 Trust

Maeythriel  
Jamarcus

G. Dana Sinkler  
G. Dana Sinkler, Co-Trustee of the  
Rosebank 2012 Trust

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September  
2013, Huger Sinkler II and G. Dana Sinkler, as Co-Trustees of the Rosebank 2012 Trust.

Jamarcus  
Notary Public for South Carolina

My Commission Expires: 10/20/10

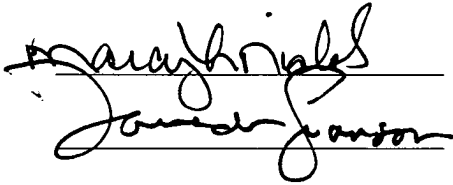
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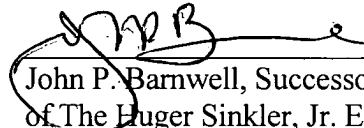


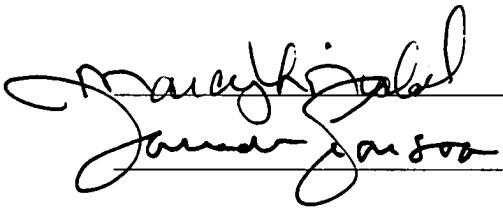
(OWNERS OF LOT 6)

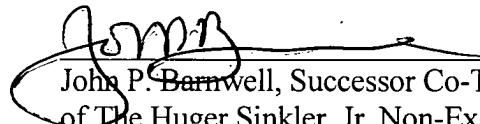
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

  
James Janson

  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler

  
James Janson

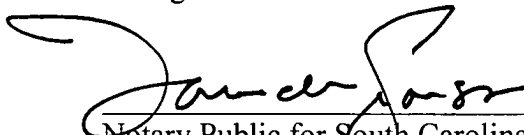
  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

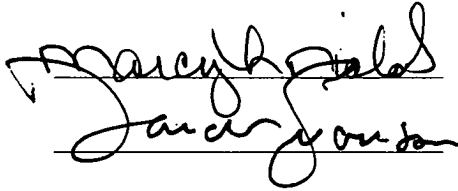
THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September, 2013, by John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.


  
Notary Public for South Carolina  
My Commission Expires: 10/20/20

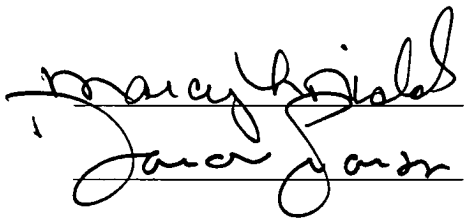
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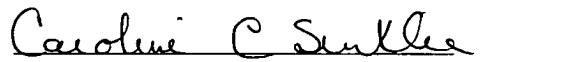
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:



  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler



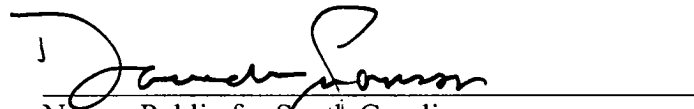
  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

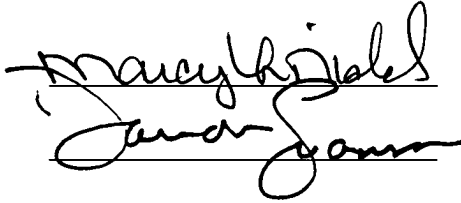
THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September, 2013, by Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

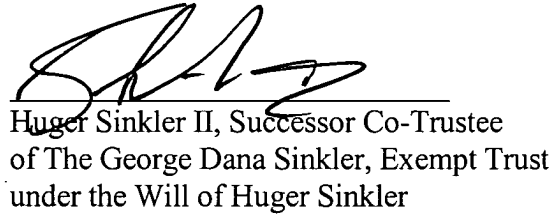
  
Notary Public for South Carolina  
My Commission Expires: 10/20/20

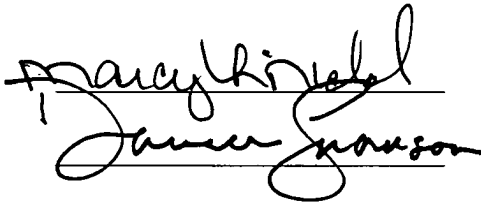
(OWNERS OF LOT 6)

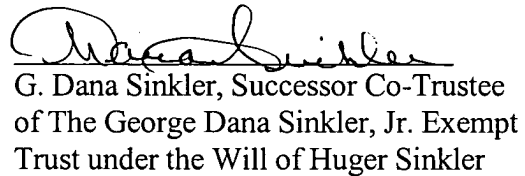
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

  
Huger Sinkler II, Successor Co-Trustee  
of The George Dana Sinkler, Exempt Trust  
under the Will of Huger Sinkler

  
G. Dana Sinkler, Successor Co-Trustee  
of The George Dana Sinkler, Jr. Exempt  
Trust under the Will of Huger Sinkler

  
Huger Sinkler II, Successor Co-Trustee  
of The George Dana Sinkler, Exempt Trust  
under the Will of Huger Sinkler

  
G. Dana Sinkler, Successor Co-Trustee  
of The George Dana Sinkler, Jr. Exempt  
Trust under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by Huger Sinkler II and G. Dana Sinkler, Successor Co-Trustees of The George Dana Sinkler Exempt Trust under the Will of Huger Sinkler.

  
Notary Public for South Carolina

My Commission Expires: 10/20/20

(OWNERS OF LOT 6)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Mary Sinkler  
Dana Sinkler

Huger Sinkler II

Huger Sinkler II, Successor Co-Trustee  
of The George Dana Sinkler, Non- Exempt  
Trust under the Will of Huger Sinkler

Mary Sinkler  
Dana Sinkler

G. Dana Sinkler

G. Dana Sinkler, Successor Co-Trustee  
of The George Dana Sinkler, Jr. Non-Exempt  
Trust under the Will of Huger Sinkler

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of  
September, 2013, by Huger Sinkler II and G. Dana Sinkler, Successor Co-Trustees of The George  
Dana Sinkler Non-Exempt Trust under the Will of Huger Sinkler.

James Jamison

Notary Public for South Carolina

My Commission Expires: 10/20/20

Signature Page Owners of Lot 6

(OWNER OF LOT 8)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

S. y Oames

Marybrielle

MISTAKE ROAD, LLC

By: David M. Swanson (L.S.)

Its: Member

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

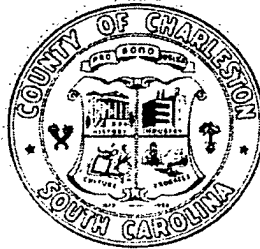
THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by David M. Swanson, its Member.

Marybrielle

Notary Public for South Carolina

My Commission Expires: 10/25/16

# RECORDER'S PAGE



NOTE: This page MUST remain  
with the original document

Filed By:

BARR UNGER & MCINTOSH, L.L.C.

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CHARLESTON SC 29402 (BOX)

## RECORDED

Date: September 16, 2013

Time: 12:56:35 PM

Book

0361

Page

042

DocType

Misc/Amend

Charlie Lybrand, Register  
Charleston County, SC

MAKER:

BB&T TR ETAL

RECIPIENT:

ROSEBANK EST

Original Book:

Y596

Original Page:

731

# of Sats:

# of Pages: 31

# of References:

Note:

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ 29.00

Postage \$ -

Chattel \$ -

TOTAL \$ 39.00

DRAWER

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Book



042

Page



09/16/2013

Recorded Date



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Y596

Original Book



731

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Recorded Time

Fourth Amendment to First Amended and Restated  
Declaration of Covenants and Restrictions for Lots  
at Rosebank Estates recorded on August 11, 2015 in  
the R.M.C. Office for Charleston County in  
Book 0497 at page 033



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON .

) FOURTH AMENDMENT TO  
) FIRST AMENDED AND RESTATED  
) DECLARATION OF COVENANTS AND  
) RESTRICTIONS FOR LOTS AT ROSEBANK  
) ESTATES (Book C510, Page 537)

THIS FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (the "***Amendment***"), is made on the date hereinafter set forth by the Owners (as defined below), and with the consent of the Declarant.

## WITNESSETH:

**WHEREAS**, Branch Banking and Trust Company of South Carolina as Trustee for the Estate of Huger Sinkler did execute and record that certain Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated November 30, 2001, and recorded in the R.M.C. Office for Charleston County in Book B395 at page 285, which Declaration was amended and restated by First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated September 20, 2004, and recorded in the R.M.C. Office for Charleston County in Book C510 at page 537, as amended by First Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated August 30, 2006, and recorded in the R.M.C. Office for Charleston County in Book Y596 at page 731 as amended by Second Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated August 30, 2007, and recorded in the R.M.C. Office for Charleston County in Book M637 at page 826 as amended by Third Amendment to First Amended and Restated Declaration of Covenants and Restrictions for Lots at Rosebank Estates dated September 13, 2013, and recorded in the R.M.C. Office for Charleston County in Book 0361 at page 042 (the "***Declaration***"); and

**WHEREAS**, the Declaration provides in Article IX, Section 4 that the Declaration may be amended during the first thirty (30) year period by an instrument signed by the owners of not less than seventy-five percent (75%) of the eight (8) residential lots in Rosebank Estates (the "***Lots***," and each, a "***Lot***"); provided that, (b) the Covenants and Restrictions shall not be amended during the first thirty (30) years without the prior written consent of the Declarant; and

**WHEREAS**, the "Declarant" as defined in the Declaration, does hereby consent to the amendment of the Declaration as hereinafter provided; and

**WHEREAS**, Grateful Acres, LLC, is the owner of Lot 1; Heidi J. Qualey and Michelle S. Morgan are the owners of Lot 3; Joseph Christian Slusher and Annissa M. Slusher are the owners of Lot 4; E. Allen Dawson is the owner of Lot 5; Elton Bryson Stephens III is the owner of Lot 6; and Mistake Road, LLC is the owner of Lot 8 (the "***Owners***");



**WHEREAS**, the Owners comprise no less than seventy-five percent (75%) of the Lots and desire to amend the Declaration to clarify, among other things, usage restrictions for certain vehicles and the composition of the Rosebank Estates Architectural Review Board.

**NOW, THEREFORE**, the Owners hereby amend the Declaration as follows:

1. Mobile Homes, House Trailers, and Recreational Vehicles. Article VIII, Section 2 shall be deleted its entirety and the following new Article VIII, Section 2 shall be inserted in its stead:

Section 2. Mobile Homes, House Trailers, and Recreational Vehicles. No mobile home, house trailer, camper, recreational vehicle or other habitable motor vehicles of any kind may be used as a residence or kept, stored or parked overnight on any Lot except one (1) mobile home/ construction trailer may be used only during construction of a dwelling but not for longer than fifteen (15) months after the start of construction. Boats, boat trailers, farm tractors and mowers owned by the Owner of the Lot shall be permitted, but must be screened from view at all times from adjoining Lots and Bohicket Creek. No school buses, dirt bikes, off-road motorcycles or similar recreational motorcycles shall be used, kept, parked or stored on any Lot. All terrain vehicles or similar vehicles may only be used, kept, parked or stored on an individual's own Lot if the vehicles are used strictly for utility, equestrian or farming purposes. No recreational all terrain vehicles shall be used, kept, parked or stored on any Lot and recreational use of any utility vehicles or similar vehicles is strictly forbidden.

2. Establishment of Rosebank Estates Architectural Review Board. Article VIII, Section 5 shall be deleted its entirety and the following new Article VIII, Section 5 shall be inserted in its stead:

Section 5. Establishment of Rosebank Estates Architectural Review Board. The Rosebank Estates Architectural Review Board shall consist of three (3) members, which shall be appointed by the Board of Directors of the Association. The initial members of the Architectural Review Board shall be: (1) E. Allen Dawson, (2) Joseph Christian Slusher, and (3) Andrew W. Topka. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association; however, terms may be altered at the discretion of the Board of Directors of the Association. Any member appointed to the Architectural Review Board may be removed with or without cause by the Board of Directors of the Association at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

The Architectural Review Board shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Board shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board is authorized to retain the services of consulting architects,

landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Board in performing its functions.

Architectural Review Board members shall not receive any compensation for their services, but by resolution of the Board of Directors, any Architectural Review Board member may be reimbursed for his actual expenses incurred in the performance of his duties as a member of the Architectural Review Board. Nothing herein contained shall be construed to preclude any Architectural Review Board member from serving the Association in any other capacity and receiving compensation therefor.

3. Consent of Declarant. By its signatures hereon, the Declarant hereby consents to this Amendment.

4. No Further Amendment. Except as set forth herein, the Declaration shall remain in full force and effect.

[Signatures begin on next page]

(OWNER OF LOT 1)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Julie Ginn  
Chelsea Pelt

GRATEFUL ACRES, LLC

By: Andrew W. Topka (L.S.)  
Its: Member

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 22 day of  
July, 2015, by Andrew W. Topka, its Member.

Julie Ginn  
Notary Public for the State of South Carolina  
My Commission Expires: 4/21/2025  
[SEAL]

(OWNERS OF LOT 3)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

[Signature]  
[Signature]

[Signature] (L.S.)  
Heidi J. Qualey

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of May, 2015, by Heidi J. Qualey.

[Signature]  
Notary Public for the State of South Carolina  
My Commission Expires: 10/16/2019  
[SEAL]

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Michelle S. Morgan (L.S.)

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Michelle S. Morgan.

\_\_\_\_\_  
Notary Public for the State of South Carolina  
My Commission Expires: \_\_\_\_\_  
[SEAL]

(OWNERS OF LOT 3)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

\_\_\_\_\_  
Heidi J. Qualey (L.S.)

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 19 day of May, 2015, by ~~Heidi J. Qualey~~ Michelle S. Morgan

Chris Hubbard  
Notary Public for the State of South Carolina  
My Commission Expires: March 7, 2018  
[SEAL]

WITNESSES:

Leslie Davis  
Vivian Price

Michelle S. Morgan (L.S.)  
Michelle S. Morgan

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Michelle S. Morgan.

\_\_\_\_\_  
Notary Public for the State of South Carolina  
My Commission Expires: \_\_\_\_\_  
[SEAL]

(OWNERS OF LOT 4)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Alicia M. Buford  
[Signature]

Joseph Christian Slusher (L.S.)  
Joseph Christian Slusher

STATE OF SOUTH CAROLINA )  
COUNTY OF Berkeley )  
~~CHARLESTON~~

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 16 day of June, 2015, by Joseph Christian Slusher.

[Signature]  
RIMA DESAI  
NOTARY PUBLIC  
STATE OF SOUTH CAROLINA  
My Commission Expires August 30, 2020  
Notary Public for the State of South Carolina  
Commission Expires: Aug 30, 2020  
[SEAL]

WITNESSES:

Alicia M. Buford  
[Signature]

Annis M. Slusher (L.S.)  
Annis M. Slusher

STATE OF SOUTH CAROLINA )  
COUNTY OF Berkeley )  
~~CHARLESTON~~

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 16 day of June, 2015, by Annissa M. Slusher.

[Signature]  
Notary Public for the State of South Carolina  
My Commission Expires: Aug 30, 2020  
[SEAL]

RIMA DESAI  
NOTARY PUBLIC  
STATE OF SOUTH CAROLINA  
My Commission Expires August 30, 2020

(OWNER OF LOT 5)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Judith A. Hunt

E. Allen Dawson [L.S.]  
E. Allen Dawson

Walter Jones

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

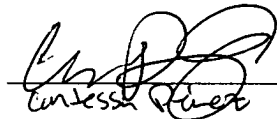
THE FOREGOING instrument was acknowledged before me this 14 day of  
July, 2015, by E. Allen Dawson.

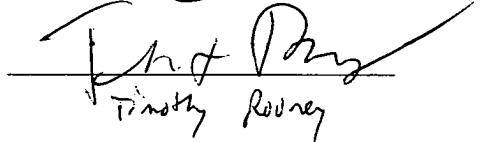
Donna L. V. Herrell  
Notary Public for the State of South Carolina  
My Commission Expires: 1/13/20  
[SEAL]

**(OWNER OF LOT 6)**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

  
L. J. White

  
Timothy Rooney


  
Elton Bryson Stephens III [L.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 27 day of July, 2015, by Elton Bryson Stephens III.

  
Notary Public for the State of South Carolina  
My Commission Expires: March 17, 2020  
[SEAL]



NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

Signature Page Owners of Lot 6



(OWNER OF LOT 8)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

✕ MISTAKE ROAD, LLC

Caroline C Sinkler

By: [Signature] (L.S.)  
John P. Barnwell  
Its: Member

[Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 22nd day of May, 2015, by David M. Swanson, its Member. ✕  
John P. Barnwell

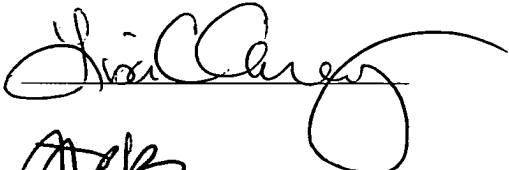

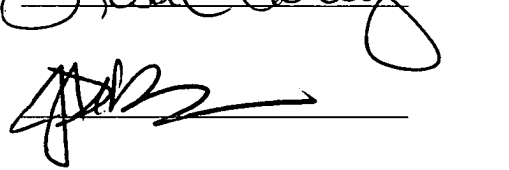
[Signature]  
Notary Public for the State of South Carolina  
My Commission Expires: 11-21-2016  
[SEAL]




(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

 [L.S.]  
Huger Sinkler II, Co-Trustee of the  
Rosebank 2012 Trust

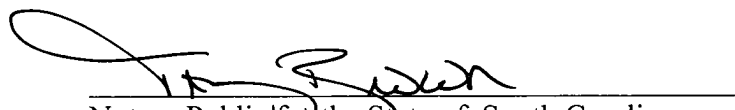
 [L.S.]  
G. Dana Sinkler, Co-Trustee of the  
Rosebank 2012 Trust

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of June, 2015, Huger Sinkler II and G. Dana Sinkler, as Co-Trustees of the Rosebank 2012 Trust.



  
Notary Public for the State of South Carolina  
My Commission Expires: July 13, 2017  
[SEAL]

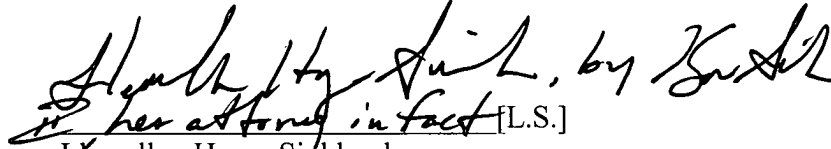


(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:


  
Llewellyn Huger Sinkler, by  
Huger Sinkler II, her attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of  
June, 2015, by Llewellyn Huger Sinkler, by Huger Sinkler II, her attorney in fact.

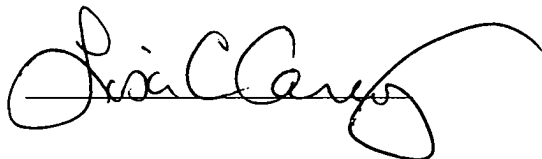
  
Notary Public for the State of South Carolina  
My Commission Expires: July 13, 2017  
[SEAL]

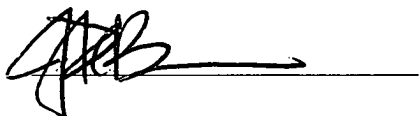


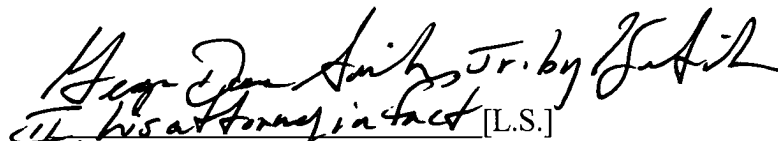
(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:






  
George Dana Sinkler, Jr. by Huger Sinkler II,  
his attorney in fact

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 15<sup>th</sup> day of June, 2015, by George Dana Sinkler, Jr, by Huger Sinkler II, his attorney in fact.


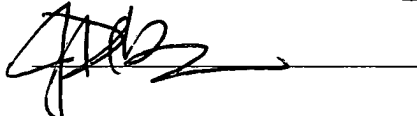
  
Notary Public for the State of South Carolina  
My Commission Expires: July 13, 2017  
[SEAL]

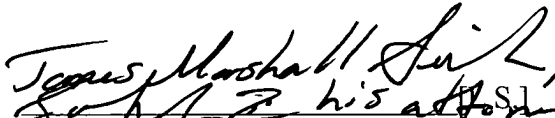


(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

  
James Marshall Sinkler, by  
Huger Sinkler II, his attorney in fact


STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 10<sup>th</sup> day of June, 2015, by James Marshall Sinkler by Huger Sinkler II, his attorney in fact.

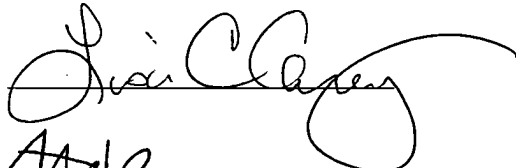




  
Notary Public for the State of South Carolina  
My Commission Expires: July 13, 2017  
[SEAL]

(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:


  
Huger Sinkler II [L.S.]

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 10<sup>th</sup> day of June, 2015, by Huger Sinkler II.

  
Notary Public for the State of South Carolina  
My Commission Expires: July 13, 2017  
[SEAL]



(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Caroline C Sinkler  
Joe W -

[Signature] [L.S.]  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler

Caroline C Sinkler  
Joe W -

[Signature] [L.S.]  
John P. Barnwell, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

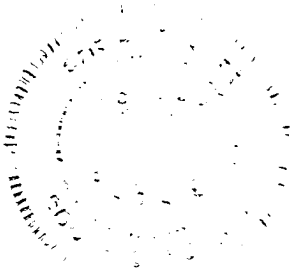
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 29th day of May, 2015, by John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and John P. Barnwell, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

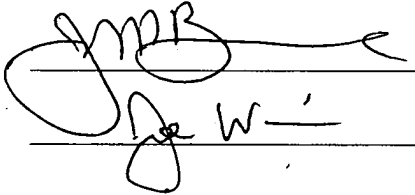
[Signature]  
Notary Public for the State of South Carolina  
My Commission Expires: 11-21-2016  
[SEAL]



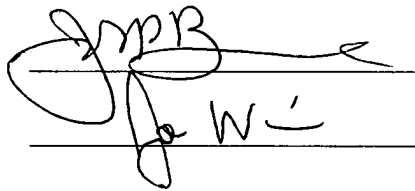
(CONSENT OF DECLARANT)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

  
\_\_\_\_\_

Caroline C Sinkler [L.S.]  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Exempt Trust  
under the Will of Huger Sinkler

  
\_\_\_\_\_

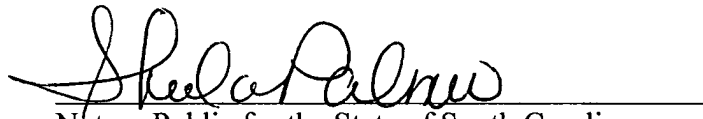
Caroline C Sinkler [L.S.]  
Caroline C. Sinkler, Successor Co-Trustee  
of The Huger Sinkler, Jr. Non-Exempt Trust  
under the Will of Huger Sinkler

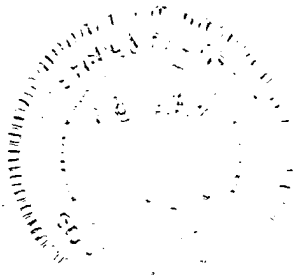
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 22nd day of May, 2015, by Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Exempt Trust under the Will of Huger Sinkler and Caroline C. Sinkler, Successor Co-Trustee of The Huger Sinkler, Jr. Non-Exempt Trust under the Will of Huger Sinkler.

  
Notary Public for the State of South Carolina  
My Commission Expires: 11-21-2016  
[SEAL]





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Charleston County, SC

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# of Pages: 18

# of References:

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