

NOTICE

TO: All 27 Owners of
Fort Place Estates

FROM: Al Timmons
Owner of Lots 6 and 20

SUBJECT: Amendment to the Declaration of Covenants

The original Declaration of Covenants for Fort Place Estates was recorded in the Office of the Beaufort County Register of Deeds in Record Book 985 at Page 2137 and provided that amendments could be enacted by the written consent of the majority of the Lot Owners; and,

There are 27 Lots, so a majority would be the written consent of 14 of the Lot Owners; and,

By a written document, 16 of the Lot Owners have agreed to the Amendments attached hereto that were recorded on August 16, 2024 in Record Book 4359 at Page 1826 in the Office of the Register of Deeds for Beaufort County, South Carolina.

August 27, 2024


Ernest A. Timmons

STATE OF SOUTH CAROLINA	)	SECOND AMENDED
	)	
COUNTY OF BEAUFORT	)	RESTRICTIVE COVENANTS

IN RE: FORT PLACE ESTATES
Land's End - St. Helena Island
Beaufort County, S.C.

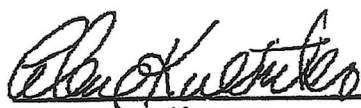
WHEREAS, J. Wyman Wall, III was the owner of the real property described in Plat Book 65 at Page 16 and Imposed Restrictive Covenants on that real property in Record Book 985 at Page 2137; and,

WHEREAS, J. Wyman Wall, III amended the original Restrictive Covenants in Record Book 1040 at Page 560; and,

WHEREAS, the provisions of those Restrictive Covenants provide that there are 27 Lots and that those Restrictive Covenants can be changed or modified by the written consent of the majority of the Lot Owners; and,

WHEREAS, there have been 16 Lot Owners to agree to change and modify the Restrictive Covenants in the manner stated on Attachment A hereto, and the signatures of those Lot Owners that consent are set forth on Adoption Certificates attached hereto.

Executed on April 6, 2024



Witness 1 - Signature

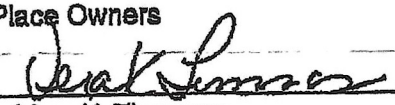

Witness 1 - Printed Name


Witness 2 - Signature


Witness 2 - Printed Name

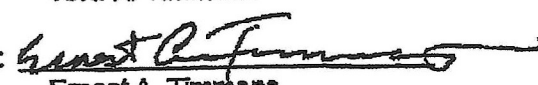
Fort Place Owners

By:



Vera K. Timmons

By:



Ernest A. Timmons

Owner of Lot 6

ATTACHMENT A
Changes/Modifications to Record Book 1040 at Page 560

1. Paragraph (g) as originally written is deleted in its entirety and in lieu thereof this is to be the new (g):

(g)

No house trailer, mobile home, tent or other similar structure of a temporary or transient character shall be kept, place, maintained or permitted to remain on any Lot or the Common Property except a temporary shelter used by a building owner/contractor during construction of a main structure or accessory building. No temporary structure will be used as a residence nor is permitted to remain on the Lot after the issuance of a Certificate of Occupancy by the County. A recreational vehicle that is in an operational and licensed condition can be parked on a Lot but cannot be used as a residence.

2. A new (m) is to be effective as stated below:

(m) Lots/Houses shall be used for single-family residential purposes only and for no other purpose. Owners can enter into rental agreements for their Lots/House upon these provisions:

- i. The tenant rents the entire Lot/House for no fewer than six continuous months. Lot/House owners may not enter into more than two leases per year.
- ii. Use by a tenant is governed by all provisions laid out within this document, including the requirement that rental agreements are entered into with one single family. A single family is defined as one or more people (not to exceed six), each related to each other by blood, marriage or adoption, that maintain a common household together.
- iii. Lots/Houses or any portion thereof cannot be subleased, leased for terms of fewer than six months, offered/leased as part of a time-share agreement, or offered through any other temporary living arrangements other than rental agreements described above.

- iv. Each Lot/House owner shall be responsible for and liable for compliance of the conduct of the Tenant and all occupants to all Amended Restrictive Covenants and must communicate/share those Covenants with any prospective Tenant as part of the leasing process.

3. A new (n) is to be effective as stated below:

(n) Any Owner of a Lot shall have the right to proceed with any remedy at law or in equity to enforce any of the provisions of the Amended Restrictive Covenants in Record Book 1040 at Page 560, as amended, against a violating Owner or their guest, invitees, or tenants. In the event that an enforcing party to an enforcement proceeding should retain an attorney to prosecute such proceedings, that party shall be entitled to be reimbursed their attorney fees and related expenses for the proceeding by the defaulting party.

The failure by any Owner to enforce any right or remedy granted pursuant to the Amended Restrictive Covenants shall not be deemed a waiver nor estoppel of the right to enforce the same thereafter.