

NEWINGTON PLANTATION ESTATES

Restrictive Covenants - Recorded on December 22, 2005
with Amendment - Recorded on September 30, 2008



Newington Plantation Estates Association
P.O. Box 654, Summerville, SC 29484

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STATE OF SOUTH CAROLINA

2009 DEC 22 AM 9:50

AMENDED RESTRICTIVE COVENANTS AND
EASEMENTS -- PHASES 1, 2, 3, AND NEWINGTON
GARDENS, NEWINGTON PLANTATION ESTATES
MARGARET L. BAILEY
DORCHESTER COUNTY

27.00

WHEREAS, by the instruments listed below, for the developed sections within the Newington Plantation Estates subdivision known as Newington Gardens, Newington Plantation PHASE 1 Lots, Newington Plantation PHASE 2 Lots (Lots 1-128), Newington Plantation PHASE 2 Lots (Lots 129-224), Newington Plantation PHASE 3 Lots (Lots 225-393), and Newington Plantation PHASE 3 Added Lots, as follows:

NEWINGTON GARDENS

RESTRICTIVE COVENANTS NEWINGTON GARDENS found in Deed Book 643 @ Page 216 dated May 2, 1989. Applies to plat titled "A Plat Showing a Portion of Newington Gardens" dated October 13, 1988 by John Murphree, and recorded in the R.M.C. Office for Dorchester County in Plat Cabinet G; Slide 238, and also to plat titled "Plat Showing a Portion of Newington Gardens" dated July 15, 1996 by John David Bass and recorded in the R.M.C. Office for Dorchester County on January 3, 1997 in Plat Cabinet J, Slide 97.

PHASE 1 LOTS, NEWINGTON PLANTATION

(Includes Block A, Lots 7-34; Block B, Lots 1-5, 5A, 6-22;
Block C, Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23;
Block D, Lots 1-16; and Block E, Lots 1-5)

NEWINGTON PLANTATION ESTATES RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 169 @ Page 71, dated June 19, 1969. Applies to plat titled "A Portion of Section 1—Newington Plantation Estates," dated May 12, 1969 by Tommy E Ayers and found in Plat Book 17 @ Page 188.

Amended by AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS—PORTION OF SECTION ONE, NEWINGTON PLANTATION ESTATES SUBDIVISION found in Deed Book 173 @ Page 211 dated February 16, 1970.

NEWINGTON PLANTATION ESTATES RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 200 @ Page 126, dated August 22, 1972. Applies to plat titled "Plat of a Portion of Newington Plantation Estates Being Developed by Pratt & Company," dated July 5, 1972, by T.W. Bailey & Associates and found in Plat Book 19 @ Page 249.

PHASE 2 LOTS (Lots 1-128), NEWINGTON PLANTATION

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 300 @ Page 303 dated January 7, 1977. Applies to Plat titled, "Plats of Lots 1-45, Section A of Phase II, Newington Plantation," dated December 7, 1976 by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289.

Amended by NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 326 @ Page 337 dated October 26, 1977. Applies to Plat dated December 7, 1976, by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289, and also to Plat titled, "Plats of Lots 46-84, Section B of Phase II, Newington Plantation," dated Sept 12, 1977 by W.E. Gilbert & Associates, Inc. in Plat Book 24 @ Page 256.

Amended by NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 355 @ Page 282 dated September 12, 1978. Applies to plat titled, "Plat of Lots 85-128, Section C of Phase II, Newington Plantation," dated May 5, 1978 by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289 and also to Plat Dated Sept 12, 1977 by John F. Murphree in Plat Book 26 @ Page 34.

Ret. Randy Sadley
14 Plantation Circle
Sville, SC 29485

**PHASE 2 LOTS (Lots 129-224) and PHASE 3 LOTS (Lots 225-393),
NEWINGTON PLANTATION**

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 492 @ Page 59 dated July 1, 1983. Applies to plat titled, "Plat of Lots 129-165, Section D of Phase II, Newington Plantation," dated June 3, 1983 by John F. Murphree found in Plat Cabinet D, Slide 301.

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS found in Deed Book 508 @ Page 291 dated Feb 24, 1984. Applies to plat titled, "Plat of Lots 179-209, Section E, Phase II, Newington Plantation," dated December 15, 1983 by John F. Murphree found in Plat Cabinet D, Slide 393.

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS found in Deed Book 524 @ Page 272 dated October 19, 1984. Applies to plat titled "Plat of Lots 166-178; 210-224, Section F, Phase II, Newington Plantation," dated Oct 10, 1984 by John F. Murphree found in Plat Cabinet E, Slide 96.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 561 @ Page 445 dated May 13, 1986. Applies to plat titled, "Plat Showing Lots 248-277, Section G, Phase III, Newington Plantation," dated April 28, 1986 by C. Roger Jennings Surveyors found in Plat Cabinet E, Slide 388.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 588 @ Page 387 dated June 22, 1987. Applies to plat titled, "Plat Showing Lots 318-351, Section H, Phase III, Newington Plantation," dated June 16, 1987 by John F. Murphree found in Plat Cabinet F, Slide 228.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 615 @ Page 562 dated August 9, 1988. Applies to plat titled "Plat Showing Lots 352-362, Lots 306-309, Section I, Phase III, Newington Plantation," dated July 13, 1988 by John F. Murphree found in Plat Cabinet G, Slide 61.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 623 @ Page 466 dated December 2, 1988. Applies to plat titled "Plat Showing Section J, Phase III, Lots 225-229, 302-305, and 363-373, Newington Plantation," dated November 23, 1988 by John F. Murphree found in Plat Cabinet G, Slide 160.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 635 @ Page 189 dated March 20, 1989. Applies to plat titled "Plat Showing Lots 310-317, Section M, Phase III, Newington Plantation," dated Sept. 9, 1988 by John F. Murphree found in Plat Cabinet G, Slide 235.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 754 @ Page 358 dated May 24, 1990. Applies to plat titled "Plat Showing Lots 284-301, and 374-384, Section K Phase III, Newington Plantation," dated April 26, 1990 and revised May 23, 1990 by John F. Murphree found in Plat Cabinet G, Slide 389.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 1301 @ Page 248 dated March 29, 1994. Applies to plat titled "Plat Showing Lots 230-247, 278-283, and 385-393, Section L Phase III, Newington Plantation," dated March 12, 1993 by John F. Murphree found in Plat Cabinet I, Slide 231.

PHASE 3 ADDED LOTS, NEWINGTON PLANTATION

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS and EASEMENTS recorded July 1, 1983 in Deed Book 492 @ Page 59 as amended and expanded by restrictions dated June 22, 1987 and recorded in Book 588 @ Page 387. Applies to plat titled "Plat Showing 3 Lots to be Designated as Lots 5 & 6, Block A & Lot 6, Block E, Newington Plantation, Surveyed by at the Request of Newington Homeowners Association," dated February 24, 1999 by John David Bass, recorded March 24, 1999 and found in Plat Book J at Page 129. Made subject to Phase 3 restrictions and easements in General Warranty Deed to Value Builders filed and recorded on December 20, 2000 at Book 2577 @ Page 163.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS and EASEMENTS recorded July 1, 1983 in Deed Book 492 @ Page 59 as amended and expanded by restrictions dated June 22, 1987 and recorded in Book 588 @ Page 387. Applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Feb. 23, 1998 by John F. Murphree found in Plat Cabinet J, Slide 105. Also applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Jan. 15, 1999 by John F. Murphree, recorded Jan. 27, 1999 and found in Plat Cabinet J, Slide 126. Also applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Jan. 7, 1999 by John F. Murphree, recorded Jan. 19, 1999 and found in Plat Cabinet J, Slide 125.
and

WHEREAS, the aforesaid lots on the plats hereinabove referred in Newington Gardens; in PHASE 1 Lots, Newington Plantation; in Phase 2 Lots (Lots 1-128), Newington Plantation; in PHASE 2 Lots (Lots 129-224), Newington Plantation; in PHASE 3 Lots (Lots 225-393), Newington Plantation; and, in the lots and plats hereinabove referred in Newington Plantation PHASE 3 Added Lots, include and comprise the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, by the instrument entitled "Assignment of Rights and Liabilities by P&M, a Partnership," found in Deed Book 4147 @ Page 7 dated May 20, 2004, wherein P&M, a Partnership, assigned, transferred, and conveyed any and all of its rights, reservations of rights, authority and associated liability, if any, that it may have or had as subdivider and/or developer of the real property located within the subdivision of Newington Plantation Estates, to the Newington Plantation Estates Association, the homeowner's association operating and existing within the aforementioned subdivision for the benefit of its homeowners, hereinafter referred to as the "NPEA" and

WHEREAS, the aforesaid restrictive covenants provide that same can be altered, modified, cancelled, or amended at any time, in whole or in part, by the written consent of a majority of the lot owners of record, and

WHEREAS, pursuant to a vote of a majority of the lot owners of record as provided in the aforesaid restrictive covenants, the majority of the lot owners of record desire to amend said restrictions,

WHEREAS, within the aforementioned development phases of Newington Plantation Estates, covenant restriction paragraphs 1 through 17 will hereby apply to all lots in Phase 1, Phase 2, Phase 3, and Newington Gardens; and covenant restriction paragraphs 18 through 25 will hereby apply to all lots in Phase 2, Phase 3, and Newington Gardens; and covenant restriction paragraph 26 will hereby apply to all lots in Phase 2 and Phase 3; and covenant restriction paragraphs 27 and 28 will hereby apply to all lots in Newington Gardens; and covenant restriction paragraphs 29 through 31 will hereby apply to all lots in Phase 1; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that aforesaid restrictive covenants and easements for the deeds to the aforesaid plats and lots situated in the subdivision of Newington Plantation Estates, whether or not so stated in the deed, shall be amended in whole to hereafter read as follows:

1. Use of Property.

(A) All lots shall be known and designated as residential lots and only one residence will be permitted on each lot. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one single-family dwelling (of not more than two and one-half stories in height) and any accessory structures customarily incidental to the residential use of such lots. Outbuildings may be erected on the rear of the property for small storage buildings, provided the exterior finish of the outbuilding is similar to the exterior finish of the residence. No trailer, basement, tent, shack, garage, garage apartment, duplex, barn, or other outbuildings erected on this tract shall be permitted to be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted. Only one electric meter is allowed per lot unless more than one meter is approved by the NPEA Board in accordance with the Approval of Plans process specified in these covenants.

(B) No trade, business, distribution point of any kind, nor the practice of any profession shall be permitted on any lot except for limited, small-scale home occupations as described herein. A home occupation is permissible provided: (1) it complies with applicable town and county ordinances; (2) it is conducted entirely within a dwelling; (3) it is carried on by the occupants thereof; and (4) it is clearly incidental and secondary to the use of the dwelling

for residential purposes and does not alter the exterior or otherwise change the character thereof. The home occupation shall not impact local community conditions such as, but not limited to, an increase in noise, an increase in traffic, and/or create any visual pollution such as signs or outdoor storage. The NPEA Board will be solely responsible for determining if an activity meets the home occupation requirements specified herein.

2. Building Location. No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. In the case of a corner lot, the NPEA Board, in accordance with the Approval of Plans process in these covenants, shall have the option to approve placing the house diagonally across the lot so as to face the corner of any two streets or a circle, and no nearer than fifteen (15) feet to any street right-of-way line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building or structure on a lot to encroach upon another lot.

3. Building Size. No one-story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,400 square feet of heated living space. No one and one-half story or two-story or two and one-half story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,550 square feet. The square footage requirement in this paragraph does not include porches, porte cocheres, breezeways or garages. Rooms over garages can be counted if they have direct access from the interior of the house and are completed in the same manner as the house which shall be considered to be a one and one-half story dwelling for purposes of minimum square footage.

4. Subdivision of Lots. None of the said lots (as shown on said plats) shall be subdivided or have its boundary lines changed from the location shown on the Plat hereinabove referred to; PROVIDED, HOWEVER, that this restriction shall not apply to a situation where, through inadvertent bona fide error or mistake in precise and exact calculation by a surveyor and/or a contractor, a permissible structure is erected either upon a lot line or so close to the same as to constitute a violation of Paragraph 2 above; and the boundary line readjustment made necessary by such error or mistake is relatively minor, leaving the general layout of the subdivision as a result of such change, substantially unaffected; nor shall any portion of or any less than the whole of anyone of said lots be sold or conveyed, save that any lot may be subdivided into portions, which portions shall be owned by the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; PROVIDED, HOWEVER, that only one private detached single family dwelling or one permissible structure, with other permissible buildings, may be erected on the whole of the property thus combined into one lot.

5. Offensive Activity and Animals. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be about thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. The NPEA Board will be solely responsible for determining if a particular animal or activity meets the definitions specified herein. Ducks, geese, and other pond wildlife are allowed in the Newington Pond described in these covenants if approved by the Pond Manager.

6. Trailers and Vehicles.

(A) No trucks (other than panel trucks of no more than one-half ton capacity and "pickup" trucks of no more than one ton capacity), no house trailers, no commercial utility trailers, no mobile homes, no school buses, and no vehicles without valid registration shall be kept, stored, or parked overnight, either on any street or on any lot except within enclosed garages.

(B) Normally, vehicles should not be parked on any street. If it becomes necessary to park a vehicle on the street, the vehicle must be drivable, it must have a valid registration, it must not remain unmoved for more than two days, and the vehicle must not be of such a large size or parked in such a manner as to become a hazard to traffic or safety. No trucks of more than one-half ton capacity will be parked on any street except for commercial vehicles making business-required pickups or deliveries. No more than two vehicles will be parked overnight on the street in front of any lot.

(C) Camper trailers, self-propelled recreational vehicles, travel trailers, utility/boat trailers and boats (on or off trailers) will only be stored or parked in a garage or in the side or back yards of a lot provided that such vehicles are

shielded from the street by flora or a fence constructed in accordance with the requirements of these covenants. Camper trailers, self-propelled recreational vehicles, travel trailers, utility/boat trailers and boats (on trailers) may be parked in the driveway for a period of less than 24 hours for loading and unloading only.

(D) Out of area guests traveling in a self-propelled recreational vehicle or pulling a travel trailer will be allowed to park these vehicles in the driveway or in a side yard without shielding from the street for the duration of their visit, up to two weeks maximum. These guest recreational vehicles or travel trailers will not be parked in the street.

7. Sewage. There shall be no sewage disposals from the lot save by sewer or other sewer methods approved by the Dorchester County or State Board of Health.

8. Easements. A ten (10) foot easement on the back lot line and a five (5) foot easement on each side lot line are reserved for use of poles, wires, sewers, drainage and other public utilities. Any unique or special easement depicted on a Plat herein referred to will supercede this requirement.

9. Lots Covered. Nothing herein contained shall be held to impose any restriction, condition, limit or easement upon any land of the NPEA or the subdividers other than the lots set out and shown on the Plat hereinabove referred to.

10. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument approved pursuant to paragraph 12 below by a majority of the then owners of said lots has been recorded, agreeing to change the said covenants in whole or in part.

11. Enforcement. If any person, firm, or corporation shall violate or attempt to violate any of said restrictive covenants, it shall be lawful for any person, firm, or corporation owning any said lots (or having any interest therein) or for the NPEA Board of Directors to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate the same, and either prevent him, her, it, or them from doing so or to recover damages or other dues for such violation. In the event any person, firm, or corporation owning any said lots (or having any interest therein) or the NPEA Board shall prevail in any such legal proceeding allowed hereunder, they shall be entitled to a monetary award against such violator of reasonable attorney's fees, costs, and expenses incurred incident to such proceedings. The failure to enforce any of the covenants herein shall not be deemed as a waiver of the right of enforcement.

12. Amendment. These restrictions can be altered, modified, cancelled or amended at any time by the written consent of a majority (i.e. over 50%) of the property owners of record whose lots are within Newington Plantation Estates. Multiple owners of a single lot shall have one vote among them. Any amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of Court for Dorchester County, South Carolina. Every purchaser or subsequent grantee of an interest acceptance of a deed or other conveyance, agrees that the covenants may be amended as provided herein.

13. Satellite Dishes and Antennas. Residents are encouraged to place satellite dishes and other antennas on the property in the least visible manner possible. No radio transmission towers, radio receiving antennas, or television receiving antennas exceeding five (5) feet in height above the highest roof ridgeline of the building shall be erected on any lot. No satellite dish signal receiving units shall be allowed on any lot which are visible from any street except for small Digital Spread Spectrum (DSS) or miniature satellite dishes less than one meter in diameter (as allowed under FCC regulations). Any other type of proposed satellite dish or antenna visible from neighboring lots must be approved in writing in advance through the Approval of Plans process as specified in these covenants.

14. Swimming Pools. Only in-ground swimming pools will be permitted on any lot. Swimming pools shall not be nearer than six (6) feet to any lot line and must be located to the rear of the main dwelling and shall not project within their coping more than two (2) feet above the established lot grade.

(EXCEPTION: Above ground pools in existence prior to the date these covenants are recorded are permitted, provided they were allowed by previous covenants.)

15. Signs. No billboards or advertising signs shall be displayed on any lot with the exception of conventional, temporary "For Sale," "For Rent," "Garage Sale," remodeling, or security system signs, and no sign will exceed six square feet in size. Temporary political signs are permitted provided they are removed within three days after the corresponding election date. Any and all other signs require the approval of the NPEA Board through the Approval of Plans process as specified in these covenants.

16. Pond Maintenance.

(A) It is important that the large ornamental pond located between Plantation Circle and Boone Drive, hereinafter referred to as the "Newington Pond," remains well-kept and aesthetically appealing. An unsightly or unhealthy pond would be a detriment to the entire neighborhood. For this reason, all lot owners with property touching or extending into the Newington Pond, hereinafter referred to as "Pond Lot Owners," are considered equally and jointly responsible for its maintenance and upkeep.

(B) Any current or future lot that touches or extends into the Newington Pond is considered a Pond Lot. Each Pond Lot Owner is a designated member of NPEA's Newington Pond Committee, hereinafter referred to as the "Pond Committee." Only Pond Lot Owners serve as members of this committee. When two or more persons are joint owners of a pond lot, they shall be considered as a single committee member with one vote.

(C) By a majority vote, the Pond Committee shall select one member to serve as the Pond Manager. The Pond Manager may be replaced at any time by a majority vote of the Pond Committee. The Pond Manager will make necessary pond-related purchases, collect member fees, and coordinate pond maintenance activities. No chemicals or wildlife will be introduced into the pond without the Pond Manager's approval. If the Pond Committee fails to select a Pond Manager and leaves the position vacant for more than thirty days, the NPEA Board reserves the right to appoint a Pond Committee member to become the Pond Manager.

(D) Each Pond Lot will be assessed an annual pond maintenance fee of \$50 payable to the Pond Manager on the first day of January of each year. This fund will be used for pond maintenance and upkeep requirements. By a majority vote, the Pond Committee may approve additional special assessments as required for special pond needs such as, but not limited to, a well, a pond aerator, or extra pond maintenance supplies. The cost of any approved special assessment will be divided equally among all Pond Lots and is payable by each Pond Lot Owner to the Pond manager within two weeks after approval of the assessment. No later than February 1 of each year, the Pond Manager will provide the NPEA Board with a written record of any and all Pond Committee votes and a written accounting of all Pond Committee funds collected and expended during the previous calendar year. Upon the request of a Pond Lot Owner, the Pond Manager will provide a timely written accounting to the requester of all Pond Committee funds collected and expended during the current calendar year.

(E) At any time during the Pond Manager's term of office, wherein a problem arises requiring the Pond Manager to seek NPEA assistance, the Pond Manager will elevate the issue to the attention of the NPEA president. If required, the NPEA president will convene an emergency meeting of the pond lot owners to give advice and counsel. The NPEA president will advise the Pond Lot Owners of the remedies and consequences for non-compliance of applicable restrictive covenants. The NPEA president may, among other remedies, file a complaint with the Town for an ordinance violation, or initiate a covenants enforcement action.

17. Misuse of Neighborhood Assets. Any resident of Newington Plantation Estates who vandalizes, places graffiti upon, or affixes a sign or any object to a Newington Plantation street sign, an entrance sign, the Newington Plantation Pool facility, or any other structure owned, purchased, or maintained by the NPEA shall be required to pay a fine of \$25 (payable to NPEA) for each occurrence. The violator is also responsible for any and all costs necessary to repair any physical damage to these items. Exceptions to this rule (such as approved holiday decorations) require the prior written approval of the NPEA Board.

18. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The NPEA Board may amend this Declaration, in any particular, by an instrument in writing filed and recorded in the Office of the Clerk of Court for Dorchester County, South Carolina, all without the approval of any owner or Mortgagee, if and only if such amendment is (a) necessary to bring any provision of this Declaration into conformity with any statute, rule, or regulation, or into compliance with any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to

this Declaration; (c) if such amendment is required by a reputable institutional or government lender, insurer, or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other improvement subject to this Declaration; or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgages on the Lots or other improvements subject to this Declaration.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

19. Exterior Requirements.

(A) No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete blocks, or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. Foundation block may be coated with cement provided exposed wall is less than four (4) feet high.

(B) Branches of trees, hedges, bushes, or other vegetation in sight line approaches to any street or street intersection shall not be permitted to obstruct the view of the same. Shrubs that border sidewalks and branches that overhang sidewalks must be trimmed to provide for an unobstructed use of the sidewalk by pedestrians.

(C) No perimeter structure, boundary wall, planter wall, or physical structure in excess of two feet in height may be erected on any lot in the area within twenty-five (25) feet of any street right-of-way line. Variances to this requirement (due to aesthetics, topography, or other reasons) must be obtained through the Approval of Plans process as specified in these covenants.

(D) No elevation changes shall be permitted which materially affect water runoff onto adjacent lots or affect the surface grade of surrounding lots or right-of-ways. Any significant changes in surface grade elevation must be approved through the Approval of Plans process as specified in these covenants.

(E) All fences must be approved through the Approval of Plans process prior to installation. Fences may be erected on the lots, extending from the rear corners of a dwelling around the rear of a lot; provided, however, that the portion of a fence facing any street shall be approximately parallel to the street and made of an ornamental nature, consisting of wood, brick, decorative iron, or the equivalent. Also, no fence erected on any lot shall exceed six (6) feet in height from the finished surface grade, and no fence or portion of a fence erected or replaced after the date these covenants are recorded shall be located on any lot nearer than twenty-five (25) feet to any street right-of-way line. Chain link fences erected or replaced after the date these covenants are recorded shall not exceed more than four (4) feet in height and shall be permitted only on side or rear lot lines, excepting corner lots wherein the portion of a fence facing the streets shall be wood, brick, decorative iron or the equivalent. Variances to any fence restriction (to preserve a grand tree, to address significant setback mismatches, or to accommodate other specific, unique situations) must be obtained through the Approval of Plans process as specified in these covenants.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

20. Approval of Plans:

(A) The authority for the review and approval of plans is vested with the NPEA Board or such Architectural Review Committee (ARC) as designated and appointed by the Board. If an ARC is established by the Board, it shall be composed of not less than three or more than seven members, all of whom shall be owners of property subject to these covenants.

(B) No structure of any kind (such as, but not limited to, a fence, an outbuilding, a pool, a mailbox post, an addition, or any physical home improvement) which is visible from outside of the main building on a lot, shall be erected, installed, or altered on any lot until and unless the complete design, plans, specifications and location have been approved in writing by the NPEA Board or its designated ARC. Repair or replacement of a covenants compliant structure with the same appearance material does not require an approval of plans.

(C) Two complete sets of plans must be provided to the ARC Chairperson (if one has been designated), or to the ARC Vice-Chairperson (if one has been designated). If these persons are unavailable or undesignated by the NPEA Board, two complete sets of plans must be provided to either the NPEA President or the NPEA Vice-President. The NPEA Board or its designated ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Approvals or disapprovals must be in writing and must contain the valid signatures of at least two NPEA Board members or the valid signatures of at least two persons on the ARC. If the plans are not approved or disapproved by the NPEA Board or its ARC within 21 days after submission, the plans submitter will notify, in writing, the NPEA President or the NPEA Vice-President, or the ARC Chairperson (if designated) or the ARC Vice-Chairperson (if designated) and formally request a prompt

decision. In the event no written NPEA or ARC disapproval is provided to the submitter within 9 days after this formal decision request has been properly delivered, the submitter's plans shall be deemed approved.

(D) Once plans are approved, construction shall be started and completed promptly and in strict conformity with such plans. The NPEA Board or the ARC shall be authorized to stop any construction not complying with the approved submitted plans or any construction in violation of these restrictive covenants.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

21. Annual Assessment for Regime Fee. Each owner of a lot within Newington Plantation Estates subject to these restrictions is deemed to covenant and agree to pay to the NPEA an annual assessment for the continuation of a NPEA operating fund the amounts hereinafter set forth. The administration of the operating fund shall be vested with the Board of Directors of NPEA according to its bylaws. Each owner of a lot subject to these restrictions shall pay to the NPEA an annual regime fee of Fifty and no/100 dollars (\$50.00) beginning January 1, 2006. Such payment is due on the first day of January each year and shall be deemed late thirty days after such. A late charge of \$5.00 per month shall be payable for each month late or any portion thereof. Such payment shall be deemed delinquent sixty days after it is due on the first day of January each year, and it shall be the right and responsibility of the Board of Directors of the NPEA to prosecute any action against any lot owner for any delinquent payment and to recover reasonable legal fees and other costs related to the delinquency. The annual assessment shall be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due. Each lot owner is responsible for the payment of such assessment whether or not a dwelling or residence has been constructed on his lot. The assessment will be paid to NPEA, P.O. Box 654, Summerville, SC 29484 unless another address or a management/collection agency is specified by the NPEA Board of Directors.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

22. Cap for the Annual Assessment for Regime Fee. The amount of the Annual Assessment for Regime Fee as specified in these covenants may be adjusted by the NPEA Board where, in its discretion, such adjustments are necessary to support NPEA expenses and obligations. Any such increase in the Annual Assessment for Regime Fee requires a majority vote of the NPEA Board, but in no case will any such increase take effect prior to January 1, 2008. The sum total of any and all Board-approved increases will not cause the Annual Assessment for Regime Fee to exceed a maximum of \$100.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

23. Unightly Materials. Property owners are prohibited from doing any major repair or maintenance work which requires more than one day of work on any vehicle, operable or inoperable, in the front of any residence. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units. This restriction shall also pertain to builders and remodelers during the period of dwelling construction work on any lot. No burning of any trash shall be permitted on any lot.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

24. Reservation. The NPEA Board reserves the right to vary either or both the front or side setback line of all lots. Setback provisions herein prescribed may be varied by the NPEA Board whenever in its sole discretion the topography or configuration of any lot will so require. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the intent that setbacks shall be staggered where appropriate so as to preserve important trees and provide vistas for open areas.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

25. Carports & Garages. No open carports shall be permitted on any lot. Any detached garage must be of a similar design, material and construction as the main dwelling.

(First EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

(Second EXCEPTION: Carports in existence prior to the date these covenants are recorded are allowed to remain; however, they may not be enlarged.)

26. Delivery Receptacles in Phases 2 and 3. All mailboxes shall comply with U.S. Post Office standards. Mailboxes shall be well maintained and firmly attached to the post. Newspaper receptacles are permitted provided they are firmly attached to the post and kept in good repair. All mailbox posts shall be uniform in construction and appearance, and shall be approved by the NPEA Board or its ARC prior to installation. Mailbox posts will be made of wood and will be kept in good repair. Mailbox posts that fall into disrepair must be promptly replaced by the lot owner with the approved wood post that is prescribed by the NPEA Board or its ARC. All lot owners with mailbox posts that are not made of wood will remove them and comply with NPEA-approved mailbox post requirements by December 31, 2006 (Exception: Lot owners with high value mailbox posts such as those built with stone or brick that were in existence prior to the date these covenants are recorded may request a variance to this requirement from the NPEA Board or its ARC. This variance request must include an estimate of the post's value and it must be submitted to the NPEA Board or its ARC no later than six months after the date these covenants are recorded. The NPEA Board or its ARC, will be solely responsible for determining if a mailbox post variance request warrants approval or disapproval).

(EXCEPTION: This restriction is applicable only to lots on the plats hereinabove referred to in Phase 2 and Phase 3, and to lots hereinabove referred to as Phase 3 Added Lots. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1 or in Newington Gardens.)

27. Delivery Receptacles in Newington Gardens. All mail and delivery boxes shall be uniform in location, color, size, design, lettering and all other particulars and shall be approved by the NPEA Board prior to installation.

(EXCEPTION: This restriction is applicable only to lots on the plats hereinabove referred to in Newington Gardens. This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1, Phase 2 and Phase 3, or to lots hereinabove referred to as Phase 3 Added Lots.)

28. Tree Cutting in Newington Gardens. Cutting of trees on any lot shall conform to the ordinances of the Town of Summerville.

(EXCEPTION: For covenants purposes, this restriction only applies to lots on the plats hereinabove referred to in Newington Gardens. However, any and all lots located within the Town of Summerville shall conform to all existing ordinances of the Town of Summerville.)

29. Approval of Plans in Phase 1. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications and location shall have been approved in writing by the NPEA Board or their assignees. All plans must be approved or disapproved by the NPEA Board within thirty (30) days after they have been submitted, and in the event no disapproval is made within thirty (30) days, the plans shall be deemed to be approved.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

30. Exterior Requirements in Phase 1. No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. All dwellings must have not less than an attached single garage. No carport or lean-to shall be permitted. All structures must be on-site constructed. Nor shall any fences be permitted on any lot except those of an ornamental nature, and then only to extend from the rear corners of a dwelling around the rear of a lot.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

31. Invalidation in Phase 1. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

IN WITNESS WHEREOF, the Newington Plantation Estates Association has caused these Presents to be duly executed in its name by:

Randy D. Sadler Its President and by

Deborah C. Lawrence Its Secretary

this 21st day of December, 2005.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Dennis F Lima
(Signature of 1st Witness)

Newington Plantation Estates Association

By: Randy D Sadler
Its: President

By: Deborah C Lawrence
Its: Secretary

Maria P. Brockenfelt
(Signature of Notary Public
as 2nd Witness)

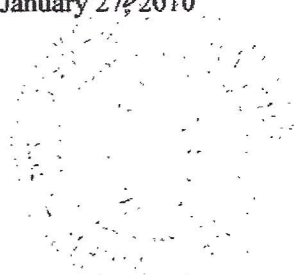
STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Randy D. Sadler as President and Deborah C. Lawrence as Secretary of the Newington Plantation Estates Association, sign, seal, and as its act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the due execution thereof

Dennis F Lima
(Signature of 1st Witness, same as above)

SWORN to and subscribed before me this
21st day of December 2005

Maria P. Brockenfelt
Notary Public for the State of South Carolina
My Commission Expires January 27, 2010





Recording Date: 09/30/2008

Instrument: 5

Book: 6809 Page: 237-239

FILED-RECORDED
RMC / ROD

2008 Sep 30 AM 9:53:01

DORCHESTER COUNTY

SC Deed Rec Fee: .00

Dor Co Deed Rec Fee: .00

Filing Fee: 10.00

Exemption #:

MARGARET L. BAILEY

Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) **AMENDED RESTRICTIVE COVENANTS
FOR NEWINGTON PLANTATION ESTATES--
PARAGRAPH 21 AND 22 AMENDMENTS**

WHEREAS, by the instrument titled "AMENDED RESTRICTIVE COVENANTS AND EASEMENTS -- PHASES 1, 2, 3, AND NEWINGTON GARDENS, NEWINGTON PLANTATION ESTATES" found in Deed Book 5106 @ Page 312 dated December 21, 2005, which applies to the residential subdivision known as Newington Plantation Estates, and

WHEREAS the owners of lots on the plats in Phase 1, Phase 2, Phase 3, and Newington Gardens as delineated in the aforesaid document include and comprise the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, by the instrument titled "Assignment of Rights and Liabilities by P&M, a Partnership," found in Deed Book 4147 @ Page 7 dated May 20, 2004, wherein P&M, a Partnership, assigned and transferred any and all of its rights, authority, and associated liability within the subdivision of Newington Plantation Estates, to the Newington Plantation Estates Association, hereinafter referred to as the "NPEA," and

WHEREAS, the aforesaid restrictive covenants provide that same can be altered, modified, cancelled, or amended at any time by the written consent of a majority of the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, pursuant to a vote as provided in the aforesaid restrictive covenants, the majority of the lot owners of record in Newington Plantation Estates desire to amend said restrictions by removing the EXCEPTIONS in the aforesaid restrictive covenants that apply to Paragraph 21 and to Paragraph 22, and

WHEREAS, pursuant to the aforesaid vote, the ensuing changes to the NPEA annual regime fee are made effective by this instrument and applicable commencing with the forthcoming 2009 annual regime fee assessment, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Paragraph 21 and 22 in aforesaid restrictive covenants and easements for the deeds to all aforesaid plats and lots in the subdivision of Newington Plantation Estates whether or not so stated in the deed, shall be amended in whole to hereafter read as follows:

21. Annual Assessment for Regime Fee. Each owner of a lot within Newington Plantation Estates subject to these restrictions is deemed to covenant and agree to pay to the NPEA an annual assessment for the continuation of a NPEA operating fund the amounts hereinafter set forth. The administration of the operating fund shall be vested with the Board of Directors of NPEA according to its bylaws. Each owner of a lot subject to these restrictions shall pay to the NPEA an annual regime fee of Fifty and no/100 dollars (\$50.00) beginning January 1, 2006. Such payment is due on the first day of January each year and shall be deemed late thirty days after such. A late charge of \$5.00 per month shall be payable for each month late or any portion thereof. Such payment shall be deemed delinquent sixty days after it is due on the first day of January each year, and it shall be the right and responsibility of the Board of Directors of the NPEA to prosecute any action against any lot owner for any delinquent payment and to recover reasonable legal fees and other costs related to the delinquency. The annual assessment shall be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due. Each lot owner is responsible for the payment of such assessment whether or not a dwelling or residence has been constructed on his lot. The assessment will be paid to NPEA, P.O. Box 654, Summerville, SC 29484 unless another address or a management/collection agency is specified by the NPEA Board of Directors.

22. Cap for the Annual Assessment for Regime Fee. The amount of the Annual Assessment for Regime Fee as specified in these covenants may be adjusted by the NPEA Board where, in its discretion, such adjustments are necessary to support NPEA expenses and obligations. Any such increase in the Annual Assessment for Regime Fee requires a majority vote of the NPEA Board, but in no case will any such increase take effect prior to January 1, 2008. The sum total of any and all Board-approved increases will not cause the Annual Assessment for Regime Fee to exceed a maximum of \$100.

*RANDY SADLER
14 PLANTATION CIRCLE
SUMMERVILLE, SC 29485*

IN WITNESS WHEREOF, the Newington Plantation Estates Association has caused these Presents to be duly executed in its name by:

Randy D. Sadler Its President and by

Michael D. Gobin Its Treasurer

this 29th day of September 2008.

**SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:**

Dermie P. Lina
(Signature of 1st Witness)

Newington Plantation Estates Association

By: Randy D. Sadler
Its: President

By: Michael D. Gobin

Its: Treasurer

Maria Brockenfelt
(Signature of Notary Public
as 2nd Witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Randy D. Sadler as President and Michael D. Gobin as Treasurer of the Newington Plantation Estates Association, sign, seal, and as its act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the due execution thereof

Dermie P. Lina
(Signature of 1st Witness, same as above)

SWORN to and subscribed before me this
29th day of September 2008

Maria Brockenfelt
Notary Public for the State of South Carolina
My Commission Expires January 27, 2010

