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DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

KNOWLES ISLAND PLANTATION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF KNOWLES

ISLAND PLANTATION is made this 3/11/24 by Knowles Island Plantation Homeowners

Association (KIP HOA) hereinafter referred to as "Declarant", and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant manages certain property in Jasper County, South Carolina, known as Knowles Island Plantation, portions of which are more particularly described by one or more plats thereof recorded in the following Plat Cabinet(s) and Slides: <u>PLAT BK 21</u>, at <u>Page 253</u> in the Office of the Register of Deeds for Jasper County, to which recorded plat(s) reference is hereby made for more complete description(s);

WHEREAS, Declarant has agreed to establish a general plan of management as herein set out to restrict the use and occupancy of the property made subject to the Declaration for the benefit, and preservation of the property values at Knowles Island Plantation, and for the mutual protection, welfare, and benefit of the present and the future owners thereof;

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on the said recorded plat(s), shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of Knowles Island Plantation subdivisions as it now exists and is hereafter expanded and that such easements, covenants, conditions and restrictions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right, title, or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

Section 1 "ARB" shall mean the Architectural Review Board (ARB).

<u>Section 2</u> "Declarant" shall mean Knowles Island Plantation Homeowners Association (KIPHOA) and its successors and assigns if such successors and assigns acquire one or more undeveloped lots for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns. KIPHOA is a non-profit South Carolina organization, its successors and assigns.

<u>Section 3</u> "Dwelling" shall mean and refer to a single-family home located upon a lot; said home shall be a site-built home.

<u>Section 4</u> "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

<u>Section 5</u> "Owner" shall mean and refer to any record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

<u>Section 6</u> "Good Standing" shall mean Property Owners who are current on all Association Dues and that have no active ARB violations, of which they have properly been notified of in writing from the ARB.

<u>Section 7</u> "Property" shall mean and refer to that certain property shown on plat(s) recorded in the following Plat Cabinet(s) and Slide(s) in the Office of the Register of Deeds for Jasper County: <u>PLAT BK 21</u>, at Page 253.

ARTICLE II

GENERAL USE AND RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms, or corporations hereafter acquiring title to any portion of the Property, that the Property is hereby subject to restrictive covenants as to the use thereof.

Section 1

Residential Use Only

The Lots shall be used for residential purposes only, and no commercial use shall be permitted. This restriction shall not be construed to prevent rental of any Dwelling for the private

residential purposes or to prevent an individual Lot owner from conducting home occupations in the Dwelling, which occupation is subordinate to the primary residential use and occupies no greater than twenty (20%) percent of the Dwellings floor area or employs no more than two (2) persons. Property is intended for single family dwellings and shall be restricted to long-term lease or rental agreements. Property Owners are responsible to correct all violations or nuisances created by their tenants within the time period prescribed by the BOD or ARB per Article III when notified in writing. Property Owners shall accompany all non-residents while they are at the community dock area (lot 52) or while utilizing any HOA private amenities for liability reasons; however, this excludes immediate family members while visiting residents. Property/Dwellings shall not be sublet with tenants living in part of the Property/ Dwelling.

Section 2

Size Requirements

No new structure shall be erected, placed, altered, or permitted to remain on any lot other than one single-family Dwelling (from date of passage of this document), with an optional attached garage, and/or one separate garage, including those attached to the main structure by a breezeway, and/or one single story accessory building or gazebo, not to exceed 1,000 square feet. The Dwellings located on the Lots hereinafter scheduled shall have minimum enclosed living areas of no less than 1800 square feet, measured by the exterior measurements of the dwelling, exclusive of open porches, basements, decks, garages and other spaces, as follows:

- a) the total square footage of all combined structures on the Lot shall not exceed thirty percent (30%) of the square footage of the Lot, inclusive of any decks, pool, outbuildings, etc. and exclusive of the driveway and/or breezeway (porte cochere); and
- b) no dwelling shall be constructed on a Lot which has a height exceeding forty-five feet (45') above the elevation of the existing grade at the center of the proposed Dwelling. All Dwellings first floor shall have as the minimum an elevation equal the level of the one-hundred-year flood as designated on the official flood plain maps used by Jasper County and a maximum elevation of ten feet (10') from the top of the grade to the bottom of the floor joist.

Section 3

Garage

All Dwellings may have one attached garage and one additional detached garage. Each detached garage shall not exceed 1,000 square feet and shall be of the same style and exterior finish as the Dwelling. A detached garage shall be built simultaneously with the primary dwelling or after it; at no time shall a detached garage be built prior to the primary

dwelling.

Section 4

Building Setbacks

All building setback lines shall be in conformance with the current setbacks established and required by Jasper County. The ARB shall have the right to approve (subject to the provisions of the relevant law) the site and location of any structure within the Lot. ARB approval shall not be unreasonably withheld. The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Each Owner shall include, on the submitted site development plans, calculations regarding setbacks, total pervious and impervious surface coverage, open space, gross building square footage and any other data which may be requested by the ARB. Once approved in writing, development consistent with such calculations shall be mandatory. After construction commences, any modifications to the development plans shall be submitted to the ARB in writing for re-approval. Failure to comply shall result in a work stoppage on the construction permit.

Section 5 No Temp

No Temporary Structures, Camping

No structure of a temporary character shall be placed upon any lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house. Travel trailers, campers, and recreational vehicles are prohibited prior to the development of the lot.

Section 6

No Further Subdivision

No Lot shall be subdivided by sale or otherwise. No lots can be combined nor can any construction of buildings, driveways or other structures occur without ARB approval of a primary dwelling on each lot.

Section 7

Noxious Activity

No noxious activity or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside toilet shall be permitted on this property. Outdoor fires on any Lot shall be limited to barbeques and/or similar constructed recreational fire pits. Prior to conducting any outdoor fires, property owners shall submit the Jasper County Burn Notification notice by calling (800) 986-5405 and follow the prompts to submit their name, date and location of the outdoor fire. Contractors are prohibited from burning any trees or material during clearing or construction on a lot. All debris must be removed from property. The burning of household debris is also restricted and must comply with Department of Health and Environmental Control (DHEC) regulations. When the Governor invokes an Outdoor Burning Ban during drought periods, all outdoor burning shall be prohibited in accordance with SC state law (48-35-10), which governs

Outdoor Burning.

Section 8

Animals

No animals or poultry of any kind may be kept or maintained on any of said Lots, except ordinary household pets, regularly housed within the Dwelling. Per SC state law (47-3-10), when walking dogs, they must be under restraint by the owner or keeper by means of a leash or similar restraining device (i.e., electronic collar). Owners shall be responsible for proper cleanup and disposal of their pet's excrement when walking pets on KIPHOA roads and/or common areas. Persons walking dogs must have in their possession a means to cleanup and dispose of excrement in a sanitary manner. No animals shall be kept, bred or maintained on KIP for any commercial purposes.

Section 9

Dwelling Appearance

Each Lot and all improvements thereon shall be maintained in a neat and attractive manner. No unregistered motor vehicles, junk or debris shall be stored on any Lot. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads. All exterior paint colors and roof colors of all structures shall have prior approval from the ARB, including any color changes after the initial construction. Preferred paint colors are Lowcountry / Plantation pallet, no neon or non-aesthetic colors.

Section 10

Satellite Dishes

Satellite dish installation shall remain discrete and should preferably be concealed from view from the main road. However, tall trees may inhibit satellite reception that may prevent discrete installation locations. In these cases, the Owner shall request an installation waiver from the ARB and provide plans of the satellite dish installation location.

Section 11

Prohibited Structures and Equipment

No mobile home, trailer, bus, manufactured home (single or double wide), or all metal home, or any derivative of the foregoing shall be kept, maintained or located on any Lot. This restriction shall not prohibit storage of boats, boat trailers or utility trailers. Recreational Vehicles (RVs), travel trailers and campers' storage on a lot must be discrete in nature, such as in an ARB approved structure, behind tall hedges or aesthetically pleasing enclosure. Structures built entirely or substantially of exposed concrete block are prohibited. Heavy construction equipment, tractor trailers or tractors are prohibited from being maintained or located on any lot except for ARB approved periods of construction, which must be approved in writing. No boat trailers, RVs or other personal vehicles can be stored at the community dock. Boats can only be moored at the community dock for use within 24 to 48 hours and shall be moored

overnight on the interior side of the dock closest to the shore. The exterior side of the dock shall be reserved for temporary mooring of boats/jet skis while ingressing / egressing local recreational waters. Common courtesy is expected in sharing facilities with other property owners. Owners using the community dock are responsible for cleaning off all debris or mud from their activities (i.e., crabbing, shrimping, fishing, etc.). No vehicles, boat trailers or golf carts can be parked in front of the dry hydrant, which may inhibit emergency access by the fire department. KIPHOA is not responsible for any stolen personal equipment from the community dock, private vehicles, boats or crab traps. No golf carts, motorized buggies or other vehicles shall be driven on the community dock wooden walkway.

Section 12 Signs and Banners

No signs of any description shall be displayed upon any Lot or HOA private roads/ditches, except by Owner, except for a single sign per Lot, not to exceed 400 square inches, identifying the Lot/Home is for Lease/Sale. This restriction limits all political signs, banners or similar material to two total items per lot no more than six weeks prior to the Election Day.

Section 13 Home Owners Association

Each lot owner shall become a member of the Knowles Island Plantation Homeowners Association. Said association shall be responsible for all and common area maintenance, special assessments for capital improvements, and operation and control of subdivision amenities. Each Lot owner shall be required to pay annual association dues for these costs as set forth in the By-Laws. In addition, any individual(s) that own more than one Lot shall be required to pay the full annual association fee for each Lot owned. Each Lot owner shall have one (1) vote per Lot owned. Should any Lot owner not pay the required dues after reasonable written notice from the Association, then the Association has the right to place a lien on said Lot or seek personal judgment to be filed in the records of Jasper County in Accordance with the law. Annual Association Dues shall be PAID IN FULL by the 30th of April in the calendar year in which the invoice is issued.

The Board of Directors of the Association (the Board), from time to time, may propose rules and regulations after notice to Association members, in order to address new or ongoing issues that arise within the jurisdiction of Knowles Island Plantation.

Section 14 Limitation

Nothing herein contained shall be construed as imposing any covenants, conditions and restrictions on any property of the Declarant other than the Property that is subjected to these Restrictions.

Section 15

主人 经路时间的 人名英格兰

Sewer Line Easement

The Declarant specifically reserves an easement varying in width from 20 feet to 40 feet as delineated on within reference plat, for the purpose of the installation and maintenance of a sewer line servicing Lots 10-17, 89 and 91. Maintenance of said easement and septic tank area shall be the responsibility of the individual lot owner and the Sewer Line Maintenance Agreement Association.

Article III

Architectural Review Board

In order to control consistent with this Declaration the design and location on improvements to be constructed, erected, placed, or installed (the "Improvements") upon the Lots in the subdivision the Declarant hereby creates an Architectural Review Board (ARB) for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such Improvements.

Section 1 The ARB shall be controlled by the Home Owners Association. The ARB shall be composed of three members who shall be elected by a majority vote of the members of the Lot Owners present of the Home Owners Association at a meeting of the Lot Owners called for this purpose. The Board of Directors, ARB members and/or their designated agents may enter onto any lot in an official capacity for the right of inspection without prior notice given to the property owner(s). All three ARB members shall review, print, sign and designate their approval / disapproval of Construction Plans submitted to them, but only a majority approval of the ARB is required (i.e., a minimum of two members must approve). In the event that an ARB member is submitting for approval of plans, the Vice President of the Association shall serve as the third member of the ARB to approve or disapprove the plans and his or her name and signature shall appear on the ARB written response. This serves to eliminate any conflict of interest from arising as an ARB member cannot approve his/her own plans.

Section 2 No building, fence, wall, concrete/asphalt driveway, swimming pool, outbuilding or any other accessory may be commenced, erected, placed, or altered on any Lot or combination of contiguous Lots, until the complete Construction Plans (the "Plans") are approved, in writing, by the ARB or its designated agents. ARB approval is required in writing on all exterior alterations, renovations and/or remodeling to existing dwellings and/or detached garages / buildings, this includes but is not limited to, exterior repainting, roofing, etc. to ensure all changes are aesthetically pleasing. All fences shall be limited to a maximum height of six feet aft of the primary dwelling and shall be limited to a maximum height of four feet forward of the primary dwelling. This is the forward corners of the front of the primary

dwelling closest to the Association private roads.

The Plans shall include the name of the builder, the complete construction plans, the plot plan, proposed building plans and specifications, and exterior color, finish and materials. The areas over which the approval shall be required shall include but not be limited to the size and plan of the principal residential structure and all accessory buildings, the location and manner of construction of the principal residential structure and all accessory buildings, structures, and improvements on the Lot, and the color of the raw and finished materials used on the exterior of all structures. Any material deviation in size and/or design shall require review and approval. Plans shall be delivered to the ARB via certified mail or hand delivered to an ARB member. The ARB shall acknowledge in writing within five (5) days of the date the plans were received from the Property Owner. Burden of proof shall reside with the Property Owner that the ARB has received their Plans.

Upon Approval of Plans for Knowles Island Plantation HOA ARB. An assessment fee of \$ 1,500.00 will be paid by the construction company / owner developing the land and building the home. \$1,500.00 will be required before the final plans are stamped with KIP HOA Arb Approval. These Funds will be placed in the Road Maintenance Reserve Fund. This one time fee is NON Refundable and will remain in the Road Maintenance Reserve Fund. (RMA)

Section 3 The ARB or its designated agents shall have thirty (30) days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the ARB has been made in writing within said 30 days, the Plans shall be deemed to be approved as submitted. After the Plans are approved and, after the ARB gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The Plans approved by the ARB must be stamped, printed, signed and dated on each page by the ARB chairman and this copy shall be submitted and approved by Jasper County Building Office before any construction commences.

Section 4 The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as an approval, warranty, or guaranty, express or implied, by the Declarant or the ARB or its designated agent of the structural stability, design, or quality of any building or other improvements or of the contractor who constructs such buildings or other improvements. Contractors shall be permitted to perform work between the hours of 7 a.m. and 7 p.m. Monday to Saturday. No construction work is allowed on the interior or exterior on any Sunday, Thanksgiving Day, Christmas Day, New Year day or 4th of July without ARB approval

in writing. Property Owners shall be responsible for the conduct of their contractors while on KIP property.

<u>Section 5</u> All exterior construction of Dwellings shall be completed within one year subsequent to the commencement of excavation.

<u>Section 6</u> The members of the ARB shall not be liable to the members of the Association or any individual Lot Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct of bad faith. The members of the Association shall indemnify and hold harmless each of the ARB Members against all liability.

Section 7 In the unlikely event that the ARB and the Property Owner fail to agree on an issue within the purview of the ARB, the Property Owner shall have the right to submit an appeal in writing via certified mail to the ARB requesting a variance to its previous decision. This appeal must clearly and factually show the rationale, reasonableness and enhanced benefit for the entire body of Knowles Island Plantation property owners should it be granted by the ARB. The burden lies with the Property Owner to document and present the request. In turn, the ARB shall expeditiously review the appeal and render a decision granting or denying the variance request based upon the facts presented and in consideration of the overall benefit to the entire body of Knowles Island Plantation property owners. In no case shall the ARB take longer than twenty-one (21) days to render its appeal decision in writing. This decision shall then be final. Failure of the ARB to respond within the aforementioned time period shall constitute approval of the request. In order to preserve the integrity of the ARB appeal process, the HOA Board of Directors (excluding the President), shall serve as an advisory committee to oversee this process. In addition, Property Owners of contiguous lots shall be afforded an opportunity to provide their written input to the appeal process for a variance.

ARTICLE IV

Captions, Enforcement, and Invalidation

<u>Section 1</u> Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the female and neuter, and neuter shall include the masculine and feminine.

<u>Section 2</u> The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provisions hereof.

Subject to the provisions of section 3.1 hereof, upon violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, but not limited to, the failure to pay any annual association fees and/or additional adopted assessments in a timely manner, or engaging in ongoing continued ARB violation(s), the Board shall have the power to impose reasonable monetary fines on the Owner(s) guilty of such violation which shall also constitute an equitable charge and a continuing lien upon the properties of said Owner(s) subject to the provisions of section 3.2 hereof.

An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner(s), his family, guests or invitees, or by his co-Owners.

- <u>Section 3.1</u> Except with respect to the failure to pay annual association fees and/or assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner for violations of this Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:
- a) Written demand to cease and desist from alleged violation shall be served upon the person responsible for such violation specifying:
 - i. the alleged violation;
 - ii. the action required to abate the violation; and
 - iii. a time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
- b) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs with twelve (12) months of such demand, the Board may serve such person(s) with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
 - i. the nature of the alleged violation;
- ii. the time and place of the hearing, which time shall not be less than ten (10) days from giving the notice;
- iii. an invitation to attend the hearing and produce any statement, evidence and on his behalf; and

c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of the notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the office, director or other individual who delivers such notice. The notice requirement shall be deemed satisfied if alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction imposed, if any.

Section 3.2 The Association Collection Policy is for non-payment of Association Dues, Special Assessments and ARB Violations. The policy of collecting annual association dues, special assessments and fines for ARB violations shall be fair, equitable and reasonable to all Property Owners and provide due process. It is defined as follows:

- a) Annual Association Dues not paid in full by the 30th of April in the calendar year in which the invoice is issued shall be delinquent.
- b) Special Assessments will be due January 1st of the following calendar year after they are approved by a fifty-five (55%) percent vote of the members at a regular or special meeting of the Association. Each Property Owner shall receive a Special Assessment invoice. Special Assessments not received by January 1st of the year identified on the invoice shall be delinquent.
- c) Non-payment of Annual Association Dues and Special Assessments balances, which are delinquent shall incur progressive administrative/finance charges as a late payment fee as follows:
 - i. Payment is 1 month overdue: The administrative/finance charge (late payment fee) is Thirty (\$30.00) Dollars.
 - ii. Payment is 2 months overdue: The administrative/finance charge (late payment fee) is Sixty (\$60.00) Dollars.
 - iii. Payment is 3 months overdue: The administrative/finance charge (late payment fee) is Ninety (\$90.00) Dollars.
 - iv. Payment is 4 months or more overdue: The administrative/finance charge (late payment fee) is \$30.00 or 12% compounded per month, whichever is greater, for the 4th month and all subsequent months until the Association Dues or Special Assessments are paid in full. An Assessment Lien will be placed against the property in the Jasper County Deed Office and it will

continue to be updated periodically until the Association Dues / Special Assessment, filing fees, administrative fees and fines are paid in full to the Treasurer of the Association. All fines and fees collected will be deposited into the General Fund.

- d) ARB violation issues identified in writing from the ARB shall be corrected by the date prescribed in the ARB's Violation Notice. ARB Violations not corrected by the Property Owner by the prescribed date shall be subject to administrative/finance charges, fines, legal fees, etc. as they occur.
- e) ARB violations not corrected by the date prescribed in the ARB Violation Notice shall incur progressive fine charges as follows:
 - i. One month overdue: The fine is One Hundred (\$100.00) Dollars.
 - ii. Two months overdue: The fine is Two Hundred Fifty (\$250.00) Dollars.
 - iii. Three months overdue: The fine is Five Hundred (\$500.00) Dollars.
 - iv. Four months or more overdue: The fine is One Thousand (\$1,000.00)
 Dollars: The fine will increase each month the violation is not corrected by an additional One Hundred (\$100.00) Dollars or 12% compounded per month, whichever is greater, for the 4th month and all subsequent months until the ARB Violation is corrected. An Assessment Lien will be placed against the property in the Jasper County Deed Office and it will continue to be updated periodically until the ARB Violation is corrected and the filing fees, administrative fees and fines are paid in full to the Treasurer of the Association. All fines and fees collected will be deposited into the General Fund.

<u>Section 4</u> Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full forceand effect.

<u>Section 5</u> The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declaration: and
- (b) To correct grammar, spelling, capitalization, and other matters of syntax.

The execution of the Restrictive Covenants may be made by the Declarant acting alone. All

other amendments to this Declaration shall require an affirmative vote of at least fifty-five percent (55%) of the Lot owners in "good standing" of the Knowles Island Plantation, as defined in Article I, Section 6.

ARTICLE V

This Declaration Runs with the Land

These covenants are to run with the land and shall benefit and be binding on all parties and person (and their respective heirs, representatives, successors, and assigns) claiming title to any part of the Property herein described for a period of thirty (30) years from date these covenants are recorded after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument approved by a fifty-five (55%) percent majority of the owners in good standing of the Lots has been recorded agreeing to change the said covenants in whole or in part.

NOW, THEREFORE. In accordance with the recitals which by this reference are made a substantive part thereof, Declarant declares that all of the property described on said recorded plats and all of the property described on said recorded Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold and conveyed subject to these easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of Knowles Island Plantation subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right, title or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

IN WITNESS WHEREOF. The undersigned has executed the within indenture, and impressed thereon its corporate seal, with authority duly given by its Board of Directors,______

Lou Anne Taknon.

Lou Anne Juhan
Knowles Island Home Owners Association

Lou Anne Takach President

Notary Public

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STATE OF SOUTH CAROLINA, COUNTY OF JASPER

PERSONALLY APPERARED BEFORE ME <u>Conner B. Kinchelee</u>, who in oath says that s/he saw the within-named Knowles Island Plantation Homeowners Association by *Lou Anne Takach*, its President sign the within Covenants, Conditions and Restrictions and as its act and deed, deliver same, and that s/he with <u>Laura Mana</u> witnessed the execution thereof.

SWORN TO BEFORE ME
This 11-12 day of March, 2024

3/13/30

witness