

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PEERLESS VILLAGE**

THIS Declaration, made on the date hereinafter set forth by Liberia Road, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the Owner of certain properties in the County of Charleston, State of South Carolina, which is more particularly described as:

ALL those lots, pieces or parcels of land, situate, lying and being on Wadmalaw Island, County of Charleston, State of South Carolina, shown and designated as Lots 1 through 4, Peerless Village Subdivision on a plat by Stantec Consulting Services Inc., entitled Subdivision of TMS 197-00-00-070, A 3.943 Acre Tract Of Land Into Lots 1 Thru 4, Property of Liberia Road LLC, Located on Wadmalaw Island, Charleston County, South Carolina dated March 12, 2008 and recorded in Plat Book EL at page 632 in the RMC Office for Charleston County.

**NOW THEREFORE**, Declarant hereby declares that the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability thereof and which shall run wit the Properties, and be binding on all parties having any right, title, or interest in the Properties, or any part thereof, their heirs successors assigns, and shall inure to the benefit of each Owner thereof.

**NOTE: THIS DECLARATION APPLIES ONLY TO THE PROPERTIES ABOVE DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY OWNED BY THE DECLARANT UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY SUBSEQUENT DECLARATION OF THE DECLARANT.**

**ARTICLE 1**

**Definitions**

**Section 1.** "Properties" shall mean and refer to those certain real properties hereinbefore described, and such additions thereto as may thereafter be brought within the jurisdiction of the Restrictions and Covenants.

**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 Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties including streets which are part of and owned jointly by all recorded owners.

**Section 4.** "Declarant" shall mean and refer to Liberia Road, LLC, a South Carolina Limited Liability Company, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 5.** "Declaration" shall mean and refer to this instrument.

## **Article II**

### **Covenant for Street Maintenance**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay their share of maintenance cost for the purpose of maintaining the entranceway and recorded street and/or ingress/egress easement into Peerless Village. Each lot owner will share in the cost equally with such cost being established and collected by an individual, company or organization appointed by the majority of the property owners of Peerless Village. Each street and/or ingress/egress easement maintenance assessment shall be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The maintenance cost together with interest, and reasonable attorneys fees, shall be a charge on the Lot and be a continuing lien upon the property against which each such assessment is made should the Lot owner fail to pay their portion of the street and/or ingress/egress easement maintenance cost. Except as to the first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title. Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of eight (8%) percent per annum or a rate established by the majority of property owners. The majority of the property owners in Peerless Village may bring an action at law against an Owner personally obligated to pay the same, or take action to foreclose the lien against the Property. Should the majority of the property owners of Peerless Village be required to bring an action to collect these maintenance costs, they shall be entitled to recover all costs and expenses of collection, including reasonable attorney fees. No owner may waive or otherwise escape liability for the street and/or ingress/egress easement maintenance for herein by non-use of such street and/or ingress/egress easement or abandonment of his lot.

All property owners in Peerless Village shall have the use of the entranceway and fifty (50') foot street and/or ingress/egress easement to the use of the owner's property forever. Charleston County is neither responsible nor obligated to maintain the street, ingress/egress easement, rights-of-way and drainage system, easements, buffers, common areas, water features or open space.

**RESTRICTIONS AND EASEMENTS**

**Section 1. Residential Use of Properties.** All lots shall be used for residential purposes. Each of the four lots in Peerless Village will have two structures. Each lot will have one structure as the **Living Dwelling** and one structure as an **Accessory Structure**. The **Accessory Structure** may be used as **Storage** for the **Living Dwelling** or as a **Garage** or as a **Home Occupation Office**. No **Accessory Structure** may be use as **Living Quarters**. The **Accessory Structure** use is for the resident/owner only. Electrical power may be used in the **Accessory Structure** via the **Living Dwelling**. The **Accessory Structure** may not have a direct power source and meter from the utility supplier but may apply for a permit from Charleston County to supply power from the **Living Dwelling**.

**Section 2. Subdivision of a Lot.** No Lot in Peerless Village shall be subdivided.

**Section 3. Use of Outbuildings and Similar Structures.** No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no Shack, tent, barn, or other structure of a similar nature shall be used as a residence, either temporarily or permanently.

**Section 4. Livestock.** No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owners Lot or to be upon the streets unless under leash or carried by the Owner.

**Section 5. Offensive Activities.** No noxious or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of any Lots in Peerless Village.

**Section 6. Signs.** No signs advertising "for sale" or for "rent" or billboards shall be erected on any Lot or displayed to the public on any Lot except that a lot may have one "for sale" or "for rent" sign not to exceed six (6) square feet.

**Section 7. Aesthetics.** Clotheslines, garbage containers, and equipment shall be screened to conceal them from view of neighboring Lots.

**Section 8. Trailers, Boats, Vehicles.** No house trailers or mobile homes may be kept in Peerless Village overnight. All campers, boats, or other types of recreational vehicles must be screened from view from the street and shall not be visible from the street or ingress/egress easement.

**Section 9. Easements.** Lots subjected to this Declaration shall be subject to those easements, if any, as shown and set forth on any recorded plat thereof.

**Section 10. Enforcement.** Each Owner shall comply with the covenants, restrictions and easements set forth herein. Failure by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

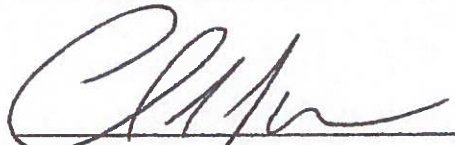
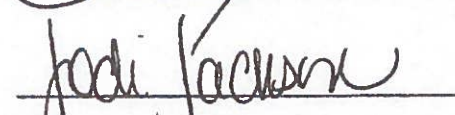
**Section 11. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 12. Duration.** The covenants and restrictions of the Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

**Section 13. Amendments.** The Declaration may be amended during the first ten (10) year period by an instrument signed by not less than seventy five (75%) of the Lot Owners, and thereafter by an instrument also signed by not less than seventy five (75%) percent of the Lot Owners; provided, however, Declarant reserves the right, at any time, to amend the covenants and restrictions specifically required by a lender or the reviewing Attorney to meet its requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed under seal this 11 day of July, 2008.

IN THE PRESENCE OF:

  
  
 Jodi Jackson

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

Declarant:

Liberia Road, LLC



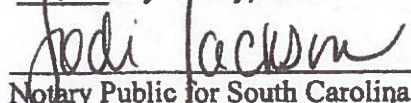
By:

Its: Member

I hereby certify that the authorized member of Liberia Road, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME THIS

11 day of July, 2008.

  
 Jodi Jackson

Notary Public for South Carolina

My Commission Expires: 9-19-17



**RECORDER'S PAGE**  
With the original document



July 11, 2008

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JK N 664PG122

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

Charleston County Planning Board

Number of Pages:

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| DESCRIPTION | AMOUNT |
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**AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR PEERLESS VILLAGE**

THIS Amended Declaration, made on the date hereinafter set forth by Liberia Road, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Declarant") is being made to correct the plat reference as recorded on the Declaration of Covenants, Conditions and Restrictions Peerless Village dated July 11, 2008 and recorded in the RMC Office for Charleston County in Book N664 at page 122.

**WITNESSETH**

WHEREAS, Declarant is the Owner of certain properties in the County of Charleston, State of South Carolina, which is more particularly described as:

ALL those lots, pieces or parcels of land, situate, lying and being on Wadmalaw Island, County of Charleston, State of South Carolina, shown and designated as Lots 1 through 4, Peerless Village Subdivision on a plat by Stantec Consulting Services Inc., entitled Subdivision of TMS 197-00-00-070, A 3.943 Acre Tract Of Land Into Lots 1 Thru 4; Property of Liberia Road LLC, Located on Wadmalaw Island, Charleston County, South Carolina dated March 12, 2008 and recorded in Plat Book EL at page 663 in the RMC Office for Charleston County.

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

**NOTE: THIS DECLARATION APPLIES ONLY TO THE PROPERTIES ABOVE DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY OWNED BY THE DECLARANT UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY SUBSEQUENT DECLARATION OF THE DECLARANT.**

## ARTICLE 1

### Definitions

**Section 1.** "Properties" shall mean and refer to those certain real properties hereinbefore described, and such additions thereto as may thereafter be brought within the jurisdiction of the Restrictions and Covenants.

**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 Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

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**Section 5.** "Declaration" shall mean and refer to this instrument.

## Article II

### Covenant for Street Maintenance

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay their share of maintenance cost for the purpose of maintaining the entranceway and recorded street and/or ingress/egress easement into Peerless Village. Each lot owner will share in the cost equally with such cost being established and collected by an individual, company or organization appointed by the majority of the property owners of Peerless Village. Each street and/or ingress/egress easement maintenance assessment shall be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The maintenance cost together with interest, and reasonable attorneys fees, shall be a charge on the Lot and be a continuing lien upon the property against which each such assessment is made should the Lot owner fail to pay their portion of the street and/or ingress/egress easement maintenance cost. Except as to the first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title. Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of eight (8%) percent per annum or a rate established by the majority of property owners. The majority of the property owners in Peerless Village may bring an action at law against an Owner personally

majority of the property owners of Peerless Village be required to bring an action to collect these maintenance costs, they shall be entitled to recover all costs and expenses of collection, including reasonable attorney fees. No owner may waive or otherwise escape liability for the street and/or ingress/egress easement maintenance for herein by non-use of such street and/or ingress/egress easement or abandonment of his lot.

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### Article III

#### RESTRICTIONS AND EASEMENTS

**Section 1. Residential Use of Properties.** All lots shall be used for residential purposes. Each of the four lots in Peerless Village will have two structures. Each lot will have one structure as the **Living Dwelling** and one structure as an **Accessory Structure**. The **Accessory Structure** may be used as **Storage** for the **Living Dwelling** or as a **Garage** or as a **Home Occupation Office**. No **Accessory Structure** may be use as **Living Quarters**. The **Accessory Structure** use is for the resident/owner only. Electrical power may be used in the **Accessory Structure** via the **Living Dwelling**. The **Accessory Structure** may not have a direct power source and meter from the utility supplier but may apply for a permit from Charleston County to supply power from the **Living Dwelling**.

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**Section 9. Easements.** Lots subjected to this Declaration shall be subject to those easements, if any, as shown and set forth on any recorded plat thereof.

**Section 10. Enforcement.** Each Owner shall comply with the covenants, restrictions and easements set forth herein. Failure by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 11. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 12. Duration.** The covenants and restrictions of the Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

**Section 13. Amendments.** The Declaration may be amended during the first ten (10) year period by an instrument signed by not less than seventy five (75%) of the Lot Owners, and thereafter by an instrument also signed by not less than seventy five (75%) percent of the Lot Owners; provided, however, Declarant reserves the right, at any time, to amend the covenants and restrictions specifically required by a lender or the reviewing Attorney to meet its requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed under seal this 18 day of December, 2008.

**IN THE PRESENCE OF:**

**Declarant:**  
**Liberia Road, LLC**

By: R. Steve Aaron  
Its: Member

STATE OF SOUTH CAROLINA

**COUNTY OF CHARLESTON**

I hereby certify that the authorized member of Liberia Road, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME THIS

day of December, 2008.

Notary Public for South Carolina

My Commission Expires:

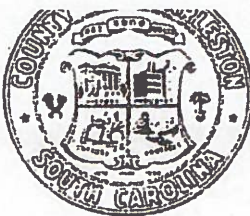
~~James C. Olson~~

**Notary Public for South Carolina**

**Commission Expires: April 17, 2018**

# RECORDER'S PAGE

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Filed By:

DAVIDSON & BRADSHAW LLC

125-H WAPPOO CREEK DR.  
CHARLESTON SC 29412

## RECORDED

Date: December 18, 2008

Time: 4:49:01 PM

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Charlie Lybrand, Register  
Charleston County, SC

# of Pages: 6

# of Sats:

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Maker:

LIBERIA RD LLC

Note:

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ 1.00

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Chattel \$ -

TOTAL \$ 11.00

Recipient:

NA

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N664

Original Page:

122

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Clerk SLW



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**STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
SECOND AMENDED  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF  
PEERLESS VILLAGE**

**WHEREAS**, certain Covenants, Conditions and Restrictions for Peerless Village affecting property described in Exhibit "A" hereto and dated July 11, 2008, were duly recorded in the Office of the RMC for Charleston County in Book N-664, Page 122, and

**WHEREAS**, an Amended Declaration of Covenants, Conditions and Restrictions for Peerless Village dated December 18, 2008, was recorded in the RMC Office aforesaid in Book 0025, Page 712, and

**WHEREAS**, Section 13 of said Declaration, as amended, provides that the Declaration may be amended during the first ten (10) years by an instrument signed by not less than 75% of the Lot Owners, therefore

The undersigned, being owners of at least 75% of the lots subject to the above referenced Declaration, as amended, do hereby further amend said declaration as follows:

Article III Section1 is hereby deleted and the following is substituted therefor:

Section 1. Residential Use of Properties. All lots shall be used for residential purposes. Each of the four lots in Peerless Village will have two structures. Each lot will have one structure as the Living Dwelling and one structure as an Accessory Structure. The Accessory Structure may be used as Storage for the Living Dwelling or as a Garage or as a Home Occupation Office. No Accessory Structure may be used as Living Quarters. The Accessory Structure use is for the resident/owner only. Electrical power may be used in the Accessory Structure via the Living Dwelling or by a direct power source and meter from the utility supplier.

Other than hereinabove provided, this amendment in no way alters the restrictions on use,

occupancy, subdivision or any other provision of the Declaration as amended.

WITNESS our hands and seals this 1<sup>st</sup> day of Jan, 2012.

Witnesses:

Hammerhead Properties, LLC

[Signature]

By: [Signature]  
Sole Member

[Signature]

[Signature]  
Richard K. Galloway

[Signature]

[Signature]

[Signature]  
John A. Seigling, Jr. KK

\* [Signature]  
CECIL F. HARRIS JR

[Signature]

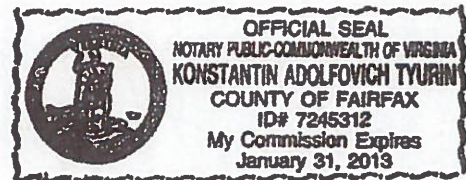
[Signature]  
Barbara Riner

Commonwealth of Virginia  
County of Fairfax

I, Konstantin Adolfovich Tyurin, a Notary Public of said City/ County and State, do hereby certify that Cecil Harris personally appeared before me this 11 day of January 2012 and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal.

[Signature]  
Notary Public ID #7245312

My Commission Expires January 31, 2013



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, Megan Ditchum do hereby certify  
that Levin Hay, Sole Member of Hammerhead Properties LLC, personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 27<sup>th</sup> day of Dec., 2012.  
[Signature]  
Notary Public for South Carolina  
My Commission Expires: 5-22-2019

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, Susan L McLeod do hereby certify  
that Richard K Galloway personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 31<sup>st</sup> day of January, 2012. 3  
Susan L McLeod  
Notary Public for South Carolina  
My Commission Expires: 02/24/17

# RECORDER'S PAGE

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Filed By:

KERRY KOON  
ATTORNEY AT LAW  
147 WAPPOO CENTRE - SUITE 204  
CHARLESTON SC 29412 (BOX)

## RECORDED

Date: February 6, 2013

Time: 1:31:12 PM

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Charlie Lybrand, Register  
Charleston County, SC

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| Recording Fee        | \$ 10.00        |
| Extra Reference Cost | \$ -            |
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| Chattel              | \$ -            |
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