

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00001721 Vol: 7739 Page 244



53 2009 00001721

Instrument Number: 2009- 00001721

As

Recorded On: January 28, 2009

Restrictive Covenants

Parties: FRANKLIN VENTURES LLC

To

RESERVOIR BUSINESS CENTER

Billable Pages: 1

Recorded By: STANTEC CONSULTING

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Restrictive Covenants	11.00
Recording Charge:	11.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2009- 00001721
 Receipt Number: 212573
 Recorded Date/Time: January 28, 2009 04:34:42P
 Book-Vol/Pg: Bk-R VI-7739 Pg-244
 Cashier / Station: O Howell / Cash Station 6

STANTEC CONSULTING
 4969 CENTRE POINTE DR STE 200
 NORTH CHARLESTON SC 29418



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

Livingston Trucking, Inc.

P.O. Box 1832
 Moncks Corner, SC 29461

INVOICE

Invoice Number: 200908002
 Invoice Date: Jun 15, 2009
 Page: 1

Voice: 843 761-3600
 Fax: 843 761-5966

Bill To:
Franklin Ventures, LLC The Kress Building 76 Wentworth St, Ste. 201 Charleston, SC 29401

Customer ID	Payment Terms	Due Date
FRAVEN	Net 30 Days	7/15/09

Quantity	Item	Description	Amount	Job ID
		Job Name: Hanahan Reservoir Park - Wetland Exhibit Project #: 178420371		
1.00	LS	Mobilization/Demobilization	2,100.00	2009118
1.00	LS	Erosion Control	3,450.00	2009118
	LS	Temporary Construction Entrance (installation & removal)		2009118
	LS	Silt Fence Installation		2009118
1.00	LS	Clearing & Grubbing (debris to be left onsite)	2,200.00	2009118
1.00	LS	Earthwork	5,825.00	2009118
	LS	Undercutting 2' of existing wetland soils		2009118
	LS	Backfilling of 2' Undercut Area		2009118
		***Additional Pricing - not included in the proposal price If existing onsite soils can not be used as backfill and imported fill is required add \$5,821.00 to the proposal price.		
		***NOTES** 1) The following items are not included: a) Grassing or sod b) Construction staking or tree protection c) Soils or compaction testing 2) Any items not listed above are not included in the proposal price. 3) This price is only good for 30 days from the proposal date.		

Subtotal	13,575.00
Payment/Credit Applied	
Total Invoice Amount	13,575.00

Check/Credit Memo No:

TOTAL	13,575.00
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10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant(s) has/have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

Declarant(s)

Mary F. Stoughton
Katherine P. C. Coleman
Mary F. Stoughton
Katherine P.C. Coleman

By: D. Frank Haygood
FRANKLIN VENTURES LLC
Its: SOLE MEMBER

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF BERKELEY

PERSONALLY appeared before me Mary F. Stoughton ~~Anne Coleman~~, the undersigned witness, and made oath that he/she saw the within named Franklin Ventures, by D. Frank Haygood ~~its President~~, sign, seal and as his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

Anne F. Coleman
Anne F. Coleman

SWORN to and subscribed before me
this 19 day of January, 2009

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/19/2018

My Commission Expires
April 9, 2018

Katherine P.C. Coleman

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.
4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant(s) reserve(s) the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.
5. **Compliance Inspections.** The Corps, DHEC, and *its/their* authorized agents shall have the right to enter and go upon the lands of Declarant(s), to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.
6. **Enforcement.** The Declarant(s) grant(s) the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.
7. **Property Transfers.** Declarant(s) shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive
Covenants Recorded at
8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.
9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat(s) *is/are* recorded at

trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster

c) restoration or mitigation required under law:

d) no more than five (5) clearing/grading encroachments, 20 feet in width, into preserved upland buffers to allow for installation of OCRM/SCDHEC required and approved stormwater conveyances such as piping, swales, ditches, and their appurtenances, e) the construction of pipes, swales, ditches, and other outfalls as approved by OCRM/SCDHEC that are the minimum necessary for compliance with applicable stormwater management and sediment reduction laws and regulations. This submittal shall be part of a stormwater management plan for the project. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

These conveyances shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

- i. all such activities shall be applicable to upland buffers only and not wetlands,
- ii. all such activities shall be the minimum size and number necessary,
- iii. ditches and swales shall have a bottom width of not more than five feet (1.52 meters), a depth below adjacent grade elevations of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V:1H),
- iv. the side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by the use of herbicides or other chemical means,
- v. upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and *DHEC* and the Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and *DHEC*, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

STATE OF SOUTH CAROLINA

DECLARATION OF
RESTRICTIVE COVENANTSCOUNTY OF BERKELEY*Reservoir Business Center*

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 19th day of JAN, 2009, by Franklin Ventures

RECITALS

WHEREAS, Franklin Ventures is the owner(s) of certain real property located in Berkeley County, South Carolina, more particularly described as 0.848 acres of preserved jurisdictional wetland, and 4.878 acres of preserved upland buffer as depicted on the drawing titled "Wetland/Buffer Exhibit, Reservoir Business Center, Berkeley County, South Carolina, P/N # 2007-1335-2NM, Dated January 15, 2009, ("Property"); and

WHEREAS, as compensatory mitigation under and Federal State law for Department of the Army Permit No. 2007-1335-2NM, issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or Charleston District" to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant(s) has/have agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant(s) hereby declare(s) that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions**. Declarant(s) is/are and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by OCRM/SCDHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or

