



The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easements are of such lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of these covenants, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any lots may be established without first obtaining separate consents therefor from the Developer.

Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and condition of use of the easement for each lot. Such agreement, shall upon execution, be filed with the RMC Office of Charleston County and shall without the necessity of further actions, constitute an amendment of these covenants by the Developer and become a part of these covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

and,

WHEREAS, The Developer is desirous of changing the side set backs that apply to Lots #14-29 and 55-64 Phase "C" in the Center Lake Community of Hidden Lakes Subdivision, and Lots #30-43 and 65-74 in Phase "B" in the Center Lake Community of Hidden Lakes Subdivision, as more fully described on Exhibit "A", attached hereto which may be subject to the aforementioned Covenants, Conditions, Easements and Restrictions Applicable to Hidden Lakes Subdivision; AS FOLLOWS.

In addition to those easements shown on the said plat, recorded at Book CO, Page 26, and not as any limitation thereof, an easement on each lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear or back water line of each lot adjacent to the lake or canal and ten (10') feet for each non-lake or canal lot, and along, over, under and upon a strip of land seven and one half (7.5') feet in width,

parallel and contiguous with each side lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easements are of such lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of these covenants, the Developer reserves the right to modify or extinguish the easement, herein reserved along any lot lines when in his sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities with easement areas to residences constructed upon any lots may be established without first obtaining separate consents therefor from the developer.

Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and condition of use of the easement for each lot. Such agreement, shall upon execution, be filed with the RMC Office of the Charleston County and shall without the necessity of further actions, constitute an amendment of these covenants by the Developer and become a part of these covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

NOW THEREFORE; the Developer, HCC Limited Partnership, does hereby amend the aforestated Restrictive Covenants as described above.

EXCEPT as herein modified, the said Restrictive Covenants shall remain in full force and effect.

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IN WITNESS WHEREOF, HCC Limited Partnership by Hardman Construction Co., inc. has caused these presents to be executed by Robert S. Hardman as President of Hardman Construction Co., inc its General Partner this 1st day of March 1995

WITNESS

HCC LIMITED PARTNERSHIP  
BY: HARDMAN CONSTRUCTION CO,  
INC. ITS: GENERAL PARTNER

[Handwritten Signature]

Robert S. Hardman  
ROBERT S. HARDMAN  
ITS PRESIDENT

[Handwritten Signature]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named HCC LIMITED PARTNERSHIP by ROBERT S. HARDMAN, as PRESIDENT of Hardman Construction Co. inc., sign, seal and as its act and deed, deliver the within written Modification of Restrictions and the (s) with the other subscribing witness witnessed the execution thereof.

SWORN to before me this  
day of 1st March, 1995

[Handwritten Signature]

[Handwritten Signature]  
Notary Public for South Carolina  
My Commission Expires 4/5/2003

## EXHIBIT A

All those lots, pieces or parcels of land, situate, lying and being in the Town of Mt. Pleasant, Charleston County, SC and known and designated as Lots 14-29 and 55-64 in the Center Lake Community of Hidden Lakes Subdivision Phase "C" as shown on a plat thereof prepared by Precision Surveying Co., RLS dated March 29, 1993 which plat was duly recorded in the RMC Office for Charleston County in Plat Book CL at Page 175;

AND Lots 30-43 and 65-74 in the Center Lake Community of Hidden Lakes Subdivision Phase "B" as shown on a plat thereof prepared by Keith K. Ruddy, RLS dated October 29, 1993 which plat was duly recorded in the RMC Office for Charleston County in Plat Book CO at Page 26 ; said lots having such actual size, shape, dimensions, buttings and boundings as shown on said plats, reference to which is hereby made for a more complete description.

Mason Law Firm

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CHARLES W. GRAND  
REGISTER  
CHARLESTON COUNTY SC