

The Committee shall elect from among its number a Chairman and a Secretary within thirty (30) days from date hereof and shall promptly notify every recorded owner of a lot in Fort Johnson Estates of the names of the Chairman and Secretary and the members of the Committee. The term of office of the Chairman, Secretary and any other officer of the Committee shall be established and determined from time to time by the Committee itself.

Members of the Committee shall serve so long as they are residents of Fort Johnson Estates and recorded owners of lots therein. Whenever a vacancy shall occur on the Committee, whether by resignation, death, removal of residence from Fort Johnson Estates, cessation of ownership of a lot in Fort Johnson Estates, by reason of physical or mental disability or for any reason whatsoever, a successor shall be elected to fill the vacancy which has occurred on the Committee by a vote of the majority of the members then serving on the Committee. The Committee, by majority vote, shall have the sole right to determine when a vacancy exists and to determine the facts upon which it bases its decision that a vacancy does exist. The vote of the Committee may be secured informally, that is without a formal meeting of the Committee provided the vote is evidenced by the signature of at least a majority of the Committee to the action taken. The Committee shall be governed by Roberts Rules of Order.

The following persons are hereby designated as members of the Committee to serve so long as each shall have the desire and the physical and/or mental ability to serve:

Name	Address	Block & Lot Number
Tommie S. Epting	829 Robert E. Lee Blvd.	A-19
Adrian A. Molinaroli	861 Robert E. Lee Blvd.	B-12
John P. Kennedy	865 Robert E. Lee Blvd.	B-14
John Lynn Rhodomyre	444 Trapier Dr.	C-10
Alvis A. Hancock	436 Longstreet Drive	D-2
Alvin L. Steinberg, Jr.	806 Jeb Stuart Road	E-11
Pauline S. Holden	494 Wallace Dr.	F-3
Joseph E. Koval	421 Wade Hampton Dr.	F-19
Robert C. Jester	549 Trapier Dr.	G-2
Paul W. Bendt	822 Robert E. Lee Blvd.	G-14
Joan D. Tumboli	865 Evans Road	G-19
Julian Morrow Costa	838 Robert E. Lee Blvd.	H-11
Robert T. Wheelless	515 Fort Johnson Road	J-2
Walter C. Dukes, Jr.	506 Trapier Dr.	J- 21
Martha L. Scott	481 Trapier Dr.	K-12

3. The following paragraphs of the restrictive covenants which were executed by Atlantic Coast Life Insurance Company on December 31, 1955, and which are recorded in Book J-60, page 245 in the R.M.C. Office for Charleston County, South Carolina, are declared to be continued in effect, namely, paragraphs 3,4,8,9,11,14,16,17,18,19, 21, and 27. Whenever any function with respect to Fort Johnson estates has been placed in Atlantic Coast Life Insurance Company by the restrictions which are recorded in Book J-60, page 245, henceforth and hereafter these functions shall rest not with Atlantic Coast Life Insurance Company but with the Committee hereby created.

4. (A) Paragraph 5 is hereby amended to read: No lot shall be used except for one single unit residential dwelling and solely for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, one dwelling per lot, not to exceed two and one-half (2 ½) stories in height, or the equivalent thereof in the case of the so-called split level dwellings, and a private garage for not more than three (3) cars which may be incorporated into and attached to the main residential structure, and other permanent buildings incidental to residential use. No combination residential-business activity of any kind, such as professional offices, sales offices, boarding or rooming houses, etc. shall be conducted on any lot.

(B) Paragraph 6 is hereby amended so that hereafter any plan for a new building proposed to be erected on any vacant lot, shall be submitted to the Committee, in writing, including plans and specifications, and a period of fifteen (15) days thereafter is allowed for approval or rejection; and no extension of enlargement of any existing dwelling house shall be made unless the proposed plan shall be submitted, in writing, including plans and specifications, for approval or rejection.

If the committee shall have failed to act within fifteen (15) days, the proposal will be thereby approved. It shall not be necessary to submit to the Committee such minor additions or improvements on the premises which do not require a permit under applicable State, County, or Municipal laws.

(C) All of the provisions of Paragraph 7 of the original instrument shall remain in full force and effect, except that where mention is made of Atlantic Coast Life Insurance Company or its duly appointed agent, these functions, duties and powers shall devolve upon and be vested in the Committee established by this instrument. Paragraph 7 is repeated and adopted herein as paragraph 4 (C):

“No residence or building shall be located nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any residential building lot nearer that thirty-five (35’) feet to the front lot line nor nearer that thirty-five (35’) feet to the side street line, with the exception of the building setback line of lot one (1), Block A on Fort Johnson Road, which shall be twenty (20’) feet, with the exception of the building setback line of the lot twenty-three (23), Block A on Preston road, which shall be twenty (20’) feet, and building setback line of lot one (1), Block B on Preston Road, which shall be twenty (20’) feet. No building except a detached garage shall be located nearer than ten (10’) feet to any side lot line and no building of any kind shall be located nearer than five (5’) feet to a rear lot line but a detached garage located sixty (60’) feet or more from the minimum building set-back line may be located not closer than five (5’) feet from the side lot line nor nearer that five (5’) feet to the rear lot line. For the purpose of this covenant, eaves and steps located or situated on the street side of a residence shall not be considered as part of said residence but nothing herein contained shall be construed to permit any portion of a building to encroach upon another lot.”

The Committee may alter the front and/or side set- back line provisions provided such modification does not exceed 10% of the distance prescribed herein.

(D) Paragraph 10 is hereby amended to read:

“No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done or placed thereon which may be or become an annoyance or nuisance to the neighborhood.”

(E) Paragraph 12 is hereby amended to read:

“No new dwelling house shall be erected on any lot unless there is contained in a one story or story and one half building at least 1800 sq. ft. of living space, and in a two or two and one-half story dwelling house, at least 2200 sq. ft. of living space. Living space considered to be exclusive of porches, porte cocheres, breeze ways and garages.”

(F) Paragraph 13 is hereby amended to read further:

“No adjoining or other landowners shall enter into a party line agreement of sell or divide any portion of any lot on side or rear lines as laid out on such Plat Book K, Page 60, of “Fort Johnson Estates” aforesaid, until a proposal shall first be submitted in writing to the Committee and such proposal is given due thought and consideration by the said Committee and approved by it. Such agreement must also have the approval of the Charleston County Planning Board or its successor.”

“No other arrangements of any sort made between adjoining or other landowners shall constitute, in whole or in part, a change of any lot or any of the covenants or restrictions sated herein.”

(G) Paragraph 15 is hereby amended to read:

“No fence or wall of any height shall be built in the front yard of any dwelling. The front yard considered to be the area enclosed by the side lot line running from the front of the house to the front t lot line and then along the front lot line. Back yards may be fenced or walled along the back lot lines and may run only to the front of the dwelling, but preferably, to run only to the rear of the dwelling or approximately only halfway to the front t of the dwelling for obvious esthetic reasons.

Brick copings shall be allowed in front yards to support landscaping near or on front yard lines and/or to act as retaining walls on high lots where necessary to prevent erosion,. Brick copings shall not extent beyond property lines into the public right of way.

No living hedge or combination of heavy plants on or near the front or side lines or corner lots shall be permitted to obstruct the view of moving traffic.

(H) Paragraph 20 is hereby amended to read:

“No animals or poultry except domesticated house pets shall be kept or maintained on any lot in this subdivision and no house pets shall be kept of an unreasonable number. A reasonable number shall be determined in the final analysis by the Committee. No one shall maintain animals or poultry on the premises as a source of food supply or for purposes of sale.”

(I) Paragraphs 22 and 23 are hereby amended to read:

“The exterior of any building, or any subsequent addition or improvement thereto shall be of solid brick, brick veneer or wood only. Trim materials shall consist of brick or wood. Any other trim materials used shall have to meet with the approval of the Committee as stated in Paragraph 4(B). The same materials utilized for the exterior and roof of the residence shall also be used for the exterior and roof, respectively of a detached garage or other permanent structure erected on the premises.

Nothing herein contained shall be constructed to encourage the placing of temporary structures on any property but so long as such metal and/or wood sheds are placed on the property in such a manner as not to conflict with paragraph 4(C) herein, they shall not have to be submitted for approval to the Committee, Nor shall any such structure be placed on any lot in a position nearer to any street that the line formed by the extension of the rear line of the dwelling or dwellings on the adjacent lot of lots when said lines are extended into the lot on which the structure is placed.

(J) Paragraph 25 is hereby amended to read:

“These covenants and restrictions are not applicable to any other lands on James Island or elsewhere other than the lots shown on the Plat hereinabove referred to.”

5. Any condition which presently exists with reference to any lot in “Fort Johnson Estates” which condition was permitted under the original restrictions recorded in Book J-60, Page 245 hereinabove referred to, shall not be considered a violation of this instrument. Nevertheless, and without in any way imposing a burden on any owner of any lot, it is hoped that all owners of lots in “Fort Johnson Estates” will bring their lots into compliance with this instrument.

Nothing contained herein condones any existing violation of the original restrictions nor absolves any one from responsibility therefore nor constitutes a waiver of such violation nor shall it be considered a waiver of any such future violations.

6. These owners of lots desire and consider it to be in the best interest of all owners to preserve the natural beauty of this subdivision. Grounds shall be kept clean and all dwellings whether occupied or vacant shall be kept in a reasonably attractive conditions.

7. All proposals and petitions submitted by land or lot owners shall be made by personal delivery or by certified mail to:

Chairman and Committee of Fort Johnson Estates
C/O Resident Chairman

