

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WHITNEY LAKE
TOWNHOME ASSOCIATION, INC.**

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
WHITNEY LAKE TOWNHOME
ASSOCIATION, INC.

Cross References:

*Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association,
recorded in Deed Book W575, at Page 850*

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association, Inc. is made this 13TH day of August, 20 25 by Southeastern Recapitalization Group, LLC, a South Carolina limited liability company ("Declarant").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association was originally recorded on March 9, 2006 in Deed Book W575, at Page 850 in the Register of Deeds for Charleston County, as may be further amended or supplemented (the "Original Declaration"); and

WHEREAS, the Original Declaration is binding upon that certain land situate and being in Charleston County, South Carolina, more particularly described in the Original Declaration and on **Exhibit "A"** hereto (the "Property"); and

WHEREAS, pursuant to the Original Declaration, Whitney Lake, LLC and its successors and assigns are collectively referred to as the "Declarant"; and

WHEREAS, Whitney Lake, LLC assigned its Declarant rights in the Original Declaration to Southeastern Recapitalization Group, LLC in that Assignment of Declarant Rights and Supplement to the Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association, recorded in Deed Book 0124, at Page 773; and

WHEREAS, pursuant to Article 9, Section 9.1 of the Original Declaration, the Original Declaration may be amended by a vote of not less than seventy-five percent (75%) of the then existing Board of Directors; and

WHEREAS, in accordance with Article 9, Section 9.1 of the Original Declaration, no less than seventy-five percent (75%) of the existing Board of Directors has voted to replace, supersede, amend and restate the Original Declaration as set forth herein, and does hereby consent to the following Amended and Restated Declaration.

NOW THEREFORE, Declarant declares that the property described on **Exhibit "A"** attached hereto is hereby subjected to and shall be held, sold, occupied and conveyed subject to

this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association, Inc.

Declarant further declares that this Declaration and all amendments and supplements thereto shall run with the land and shall be binding upon the Declarant, the Association, each Owner, their heirs, successors and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Declarant, the Association, each Owner and all claiming under each Owner.

Additional land may, but shall not be required to be annexed and subjected to this Declaration in the manner provided herein. However, nothing herein shall be construed to require any additional land to be annexed and included in the Community.

ARTICLE I DEFINITIONS

1.1 “Architectural Control Committee” shall mean and refer to the Declarant or its designated appointees until the Development Period has terminated. At such time, Architectural Control Committee shall consist of the Board of Directors or such other Members as the Board may appoint.

1.2 “Architectural Guidelines” shall mean and refer to the set of policies, rules and procedures, if any, which may be promulgated and/or amended by the Architectural Control Committee, from time to time, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Improvements in the Community.

1.3 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the Association filed with the Secretary of State.

1.4 “Association” shall mean and refer to Whitney Lake Townhome Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

1.5 “Board of Directors” or “Board” shall mean and refer to the board of directors of the Association.

1.6 “Bylaws” shall mean and refer to the Amended and Restated Bylaws of the Association, a copy of which is attached hereto as **Exhibit “C,”** as the same may be amended as provided therein.

1.7 “Common Area” shall mean and refer to all real property, including the Improvements thereon, located within the Community and intended for the common use and enjoyment of the Owners. Common Area and the Owner’s use and enjoyment thereof is subject to the Rules and Regulations and reserved easement rights. Common area may be shown as “Common Area,” “Open Space,” or other similar designation on any recorded Plats of the Property or so designated as Common Area in any conveyance to the Association.

1.8 “Community” shall mean and refer to all the subdivided Property constituting the Whitney Lake Townhome subdivision as depicted on the Plats of record.

1.9 “Community Wide Standards” shall mean and refer to the standards of conduct, maintenance, or other activity generally prevailing throughout the Whitney Lake Townhomes and throughout the Property, as the same may exist from time to time. Such standards may be more specifically determined by the Board of Directors, subject to the consent of the Declarant so long as Declarant owns any portion of the Property.

1.10 “Costs of Collection” shall mean and refer to all costs and expenses incurred by the Association in collecting assessments or any other authorized charges, whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney’s fees, management company/management agent charges, administrative fees and charges, court costs, costs and expenses occurred in protecting its lien(s) and/or the priority thereof, and any other costs and expenses incurred by the Association.

1.11 “Declarant” shall mean and refer to Southeastern Recapitalization Group, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, its successors and assigns.

1.12 “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association, Inc., as it may from time to time be amended or supplemented in the manner provided herein.

1.13 “Development Period” shall mean and refer to that period of time commencing with the recording of the original Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association (March 9, 2006, in Deed Book W575, at Page 850), and continuing for a period of six (6) months after the Declarant ceases to own any real property described in **Exhibit “A”** or **Exhibit “B”** attached hereto, unless terminated at an earlier date specified by the Declarant in written notice to the Association that the Development Period is to terminate on that date.

1.14 “Dwelling Unit” shall mean and refer to any improvement upon a Lot intended for use and occupancy as a residence.

1.15 “First Lien Mortgagee” shall mean and refer to a bank, mortgage company or other institution in the business of loaning money that holds a first priority mortgage or deed of trust on a Lot or Dwelling Unit in the Community.

1.16 “Governing Document(s)” shall mean and refer to this Declaration, the Plats, the Bylaws, the Articles of Incorporation, Architectural Guidelines and the Rules and Regulations, as any of these may be amended from time to time.

1.17 “Improvement” shall mean and refer to any addition, change or object upon any portion of the Property, whether temporary or permanent, that alters or changes the appearance of

the Property or the existence of which affects some aspect of the Property, including, without limitation, grade, slope, or natural flow of water. Improvement is intended to be comprehensive, and shall be construed broadly.

1.18 “Lease” shall mean the agreement between an Owner and a lessee for the regular, exclusive occupancy of a Lot and the Dwelling Unit thereon by any person other than the Owner for which the Owner receives and consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

1.19 “Lot” shall mean and refer to any parcel of land with such Improvements or Dwelling Units as may be erected or placed thereon, shown and designated as a Lot upon any recorded subdivision map or any Plats of the Property which has been subjected to this Declaration. “Lot” shall not mean and refer to Common Areas, or the streets or road rights-of-way in the Community.

1.20 “Member” shall mean and refer to a member of the Association, membership being more particularly set forth in Article IV of this Declaration.

1.21 “Mortgagee” shall mean and refer to the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more Lots.

1.22 “Occupant” shall mean and refer to each individual occupying any Dwelling Unit, whether such occupancy is temporary or permanent.

1.23 “Owner” shall mean and refer to the record owner or owners, whether one or more Persons, of any Lot which is part of the Property, but excluding any party holding an interest merely as security for the performance of an obligation.

1.24 “Person” shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.25 “Plats” shall mean and refer to collectively to those certain plat(s) depicting all or a portion of the Property recorded in the Office of the Register of Deeds for Charleston County, South Carolina from time to time, each as amended, modified, supplemented, restated or superseded from time to time. Plats shall include any and all plats referenced in **Exhibit “A”** hereto.

1.26 “Property” shall mean and refer to those certain lands, including but not limited to, the Lots, streets or road rights-of-way and Common Areas, subjected to this Declaration, which is described in **Exhibit “A”**, together with such additional lands as may be subjected to this Declaration as provided herein or by operation of law.

1.27 “Rules and Regulations” shall mean and refer to regulations of the Association adopted and modified by the Board of Directors, from time to time, as more specifically provided in Article IX, Section 9.2 of this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in **Exhibit "A"**.

2.2 Only the real property described in Section 2.1 herein is made subject to this Declaration. However, notwithstanding the foregoing, additional property may be subjected to this Declaration in the manner provided in Article VIII herein. Additional property may also be subjected to this Declaration implicitly in the case of an oversight by Declarant.

ARTICLE III
PROPERTY RIGHTS TO COMMON AREAS

3.1 Rights of Enjoyment of Common Area. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his Lot. Such easements and rights shall be subject to the following:

- (a) The terms and provisions of the Governing Documents.
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable Rules and Regulations, including Rules and Regulations governing the use and enjoyment of the Common Area.
- (d) The right of the Association to permit the use of and to charge reasonable admission and other fees, including any applicable fines and penalties, for the use of any recreational facilities and to impose reasonable limits upon the number of guests who may use recreational facilities.
- (e) The right of the Board of Directors to suspend the voting rights, the right to use all or any portion of the Common Area (with the exception of any streets or access ways), and/or any services provided by the Association during any period in which an Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Governing Documents.
- (f) The right of the Association to at any time mortgage, dedicate, grant easements over, or transfer all or a part of the Common Area it owns to any public agency, authority, or other Person(s) upon such terms and conditions as shall be agreed upon by such agency, authority, or other Person(s) and the Board of Directors, subject to any approval requirements as provided herein. All such dedications, transfers, or easements must be approved by the affirmative vote of a majority of the total eligible votes of the Members, except for the following, which may be authorized by the Board of Directors alone and shall not require any Members' consent or

approval: (i) granting easements which do not interfere with the intended Common Area use; (ii) dedicating Common Area to a public authority; (iii) conveying Common Area as part of boundary line adjustments with Lots; (iv) any easements described in subpart (g) below; or (v) transferring Common Area pursuant to a merger or consolidation with another Association.

- (g) The right of the Board of Directors to regulate parking on Common Area through the granting of easements, licenses, or promulgation of Rules and Regulations. In areas where parking is provided on private streets and parking lots owned by the Association, the right but not the obligation, of the Board to assign and reserve parking spaces for the exclusive use of individual Owners.
- (h) The right of the Declarant and/or the Association to grant easements for adjacent property owners.
- (i) The right of the Declarant and/or the Association to grant any easement or license, reasonable in size and/or scope, for any purpose that is reasonably necessary, in the opinion of the Declarant or the Board, for the betterment of the Property as a whole.

3.2 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This section shall not prohibit the Board from acquiring and disposing of real or personal property which may or may not be subject to this Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot in the Community shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant shall be a Member of the Association as provided herein.

4.2 Voting. All Owners shall be entitled to one (1) vote for each Lot owned, provided however, there shall only be one (1) vote per Lot. If title to a Lot is held in the name of more than one Person, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE V MAINTENANCE

5.1 Association's Responsibility. The Association shall provide exterior maintenance, as determined at the discretion of the Board of Directors, upon each Lot as follows: exterior landscaping and irrigation; master television antennae, television cable and data transmission systems; security and similar systems; all exterior utility facilities and services including but not

limited to storm water and sanitary sewer systems and electrical, gas, telephone, water and other utility systems on a Lot which are outside the Dwelling Unit on such Lot; roofs (including any underlayment, flashing and similar waterproofing elements); exterior of Dwelling Unit, including without limitation, gutters, exterior materials, trim, soffits, exposed portions of chimneys, and other similar exterior components. Notwithstanding the foregoing, the Association's responsibility for exterior maintenance does not include, and the Association shall not be responsible for the following: (1) landscaping and/or hardscaping in any portion of an enclosed Lot; (2) painting, staining, maintenance, repair, and/or replacement of windows (including caulking), glass, doors (including caulking), door frames, all associated hardware and components of all of the foregoing; and (3) maintenance, repair, and/or replacement of decks, balconies, patios, driveways, walks, hose bibs contained in exterior walls, foundations and footings (including waterproofing), below grade surfaces (including waterproofing), steps, landings, entries, and exterior lighting (including lighting fixtures and light bulbs). In the event an Owner encloses any portion of a Lot, Owner shall provide access, as determined by the Association, for the purposes of Association carrying out its obligations as defined herein.

Except as otherwise provided herein, all costs associated with the Association's responsibilities under this Section of this Article shall be common expense of the Owners and assessed equally against all Lots and Owners, even though some Lots may require more maintenance than others due to differing amounts of exposure to the elements and other factors. Notwithstanding the foregoing, if the Board of Directors of the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act(s) of an Owner, his or her family, guests, tenants, lessees, Occupants or invitees, and is not covered or paid for by insurance, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner and the Owner's Lot and such cost shall be added to and become a part of the assessments to which such Owner is subject and shall become a lien against the Lot.

5.2 Owner's Responsibility. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, including but not limited to the Dwelling Unit, plumbing, HVAC systems, windows, window frames, doors, door frames, screens, fences, and other Improvements on the Lot, shall be the responsibility of the Owner.

If the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly the Owner's obligations with regard to the maintenance, repair, or replacement of items for which the Owner is responsible hereunder, then the Association may, but shall not be obligated to, perform the repair, replacement or maintenance; provided, however, that, unless the Board of Directors of the Association determines that an emergency exists, the Association shall first give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement, deemed necessary. Unless the Board of Directors of the Association determines that an emergency situation exists, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair, or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Board of Directors of the Association

determines that an emergency exists, or if any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessments to which such Owner is subject and shall become a lien against the Lot.

ARTICLE VI INSURANCE AND CASUALTY LOSSES

6.1 Insurance by Association. The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all Dwelling Units to include all exteriors, structural components, shared elements, undecorated drywall, ceilings and subflooring and other insurable improvements on each Lot; provided, however, the insurance obtained by the Association shall not be required to include any walls-in coverage for the interiors of Dwelling Units (i.e decorated surfaces and inward), personal property within Dwelling Units or other Dwelling Unit contents. In the event the Association obtains coverage for the interiors of Dwelling Units, it shall be secondary to Owner insurance as required by Section 6.2 herein. The Association's insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board of Directors of the Association may purchase "all-risk" coverage in like amounts.

Premiums for all insurance required by this Section shall be a common expense of the Owners, and assessed equally against all Lots and Owners. The policy(ies) may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors of the Association shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in South Carolina.
- (b) All policies shall be for the benefit of the Owners and their mortgagees, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with any insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

- (e) All such insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Charleston County, South Carolina, area.
- (f) The Board of Directors of the Association shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
 - (ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
 - (iv) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be affected by the Association, its manager, any Owner or mortgagee; and
 - (v) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association; and

The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association

6.2 Insurance by Owners. All Owners shall obtain, at such Owner's expense, walls-in insurance coverage for the interior of their Dwelling Units. Said insurance shall cover the decorated surfaces of drywall, ceilings and subfloors, as well as fixtures, personal property and other contents within a Dwelling Unit. In the event of damage or loss to the interior of a Dwelling Unit, Owner insurance shall be primary and Association insurance shall be secondary. It shall be the responsibility of each Owner to review the extent of the coverages provided in the insurance policy(ies) obtained by the Association and to obtain, at such Owner's expense, individual coverage or any additional coverage(s) as such Owner may want or deem necessary, or as may be required by such Owner's mortgagee(s). Each Owner is specifically placed on notice that the insurance policy obtained by the Association may not include liability coverage or walls-in coverage or coverage for personal property or dwelling contents.

6.3 Damage and Destruction; Repair and Reconstruction.

- a. In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot covered by insurance written in the name of the Association, the Association's Board of Directors or its duly

authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. In the event of fire or other casualty damaging the interior of a Dwelling Unit, Owner shall proceed with the filing and adjustment of all claims arising under Owner's insurance. Upon request, Owner shall provide reasonable proof of claim submission to the Association. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

- b. Repair and Reconstruction. Any damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot covered by insurance written in the name of the Association must be repaired or reconstructed as promptly as reasonably possible under the circumstances, and the insurance proceeds shall first be applied to such repair or reconstruction, subject to Owners primary insurance for the interior of the Dwelling Unit. Except as otherwise provided herein, if the insurance proceeds are not sufficient to defray the cost of such repair or reconstruction, the shortfall shall be a common expense of the Owners, and the Board of Directors of the Association shall have the authority to levy a special assessment equally against all Owners and Lots. Additional special assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited for the common benefit of the Owners and the Property. However, in the event that any improvement(s) on a Lot covered by insurance written in the name of the Association cannot be repaired or reconstructed because it would be illegal to do so under applicable law, the insurance proceeds attributable to the same shall be used to restore the damaged or destroyed property to a condition compatible with and in keeping with the overall appearance and quality of the community, and any remainder shall be distributed to the Owner(s) of the damaged or destroyed property, or their mortgagees, as their interests may appear. In the event an Owner is uninsured or underinsured as to the interiors of the Dwelling Unit and the Association's insurance proceeds are used to repair or reconstruct the interior of a Dwelling Unit, the Association may levy a specific assessment, as hereinafter provided, against the Lot and Owner of the Dwelling Unit so repaired or reconstructed for the costs of such repairs or reconstruction, any deductibles associated therewith, and/or any increased premiums caused thereby.

6.4 Insurance Deductible. Except as otherwise provided herein, the deductible for any property insurance policy carried by the Association with respect to the Lots shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of the property that is damaged or destroyed, in accordance with the relative costs to repair. However, if such damage or destruction was caused by the acts or omissions of an Owner, his or her Occupants, guests, tenants, invitees, said Owner shall be exclusively responsible for the payment of any deductible. If any portion of the deductible is allocable to the Association, such portion shall be a common expense of the Owners and handled as provided in Section 6.3(b) above.

If any portion of the deductible allocable to an Owner is not paid by such Owner, the Association can pay the deductible from the funds derived from Assessments and assess such amount to such Owner, which amount shall be added to and become a part of the assessment(s) to which such Owner is subject and shall become a lien against the Lot. Notwithstanding the foregoing, and except as otherwise provided herein, no Owner shall be liable for more than three thousand dollars (\$3,000.00) of deductible for any one occurrence, and any amount of deductible allocable to such Owner in excess of three thousand dollars (\$3,000.00) shall be a common expense of the Owners and handled as provided in Section 6.3(b) above. Notwithstanding the foregoing three-thousand-dollar cap (\$3,000.00), if the damage or destruction was caused by the negligent or willful acts or omissions of an Owner, his or her Occupants, guests, tenants, or invitees, said Owner shall pay the full deductible.

ARTICLE VII CONDEMNATION

7.1 Whenever all or part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Owners appoint the Board of Directors to act as attorney-in-fact for all Owners in the proceedings incident to the taking, unless otherwise prohibited by law. No Owner, by virtue of his Lot ownership or membership in the Association, shall be entitled to independently participate as a party in any condemnation proceedings or directly participate in any condemnation award. The Board of Directors shall have the right to make a voluntary sale to the condemnor in lieu of engaging in the condemnation action. Any awards received as a result of the taking shall be paid to the Association. The Board of Directors, without the necessity of a vote of the membership of the Association, may (1) retain any award in the general funds of the Association or (2) use such award for the restoration or replacement of any Common Area Improvements affected by the taking.

Notwithstanding the foregoing, this Section shall in no way limit or impair the Declarant's right, in its sole discretion, to remove the property which is subject of the taking from the Community pursuant to the authority granted in Article VIII herein.

ARTICLE VIII ANNEXATION AND REMOVAL OF PROPERTY

8.1 Annexation by Declarant. During the Development Period, the Declarant shall have the right to annex additional property into the Property and designate the use of such property or any portion of the property (e.g., Lots or Common Area). Such annexation may be accomplished by the filing of an amendment, addendum, or supplement to this Declaration describing the property annexed and imposing this Declaration upon such property or any portion of the property. Such annexation may also be accomplished by the filing of a Plat delineating the property annexed and imposing this Declaration upon such property or any portion of the property

8.2 Annexation by Association. Upon the termination of the Development Period, the Association shall have the right to annex additional property into the Property and designate the use of such property or any portion of the property (e.g., Lots or Common Area) with the approval

of a majority of the total eligible votes in the Association. Such annexation may be effective by the filing of an amendment, addendum or supplement to this Declaration describing the property annexed and imposing this Declaration upon such property or any portion of the property.

8.3 Removal. During the Development Period, the Declarant shall have the right to remove portions of the Property from the operation of the Declaration by filing an amendment, addendum or supplement to this Declaration describing the portion of the Property removed and releasing said portion from this Declaration. Such removal shall not require the consent of any Person other than the Owner of the property to be removed, if not the Declarant.

ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

9.1 Common Area. The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association.

9.2 Rules and Regulations. The Board of Directors shall be authorized to promulgate, amend, and enforce Rules and Regulations governing the conduct on and use of the Property, including Common Areas, roads and rights-of-way, and Lots, and to establish penalties for the infraction thereof. The Rules and Regulations specifically may include limitations on the number of guests of Owners and Occupants who may use the Common Areas at any one time. Enforcement of Rules and Regulations shall specifically include the right of the Board of Directors to impose and collect monetary fines, which shall constitute specific assessments. Upon the affirmative vote of a majority of the total eligible votes in the Association at a duly called meeting with a quorum present, any Rule or Regulation may be overridden.

9.3 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

ARTICLE X ASSESSMENTS

10.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

10.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration;

and (d) capital contribution assessments. All such assessments, together with late charges, interest, and Costs of Collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association, and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, and Costs of Collection, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due, and in the event of co-ownership of a Lot, all such co-Owners shall be jointly and severally liable for all such amounts. Each grantee of an Owner shall be jointly and severally liable for all such amounts as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any First Lien Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

10.3 Annual Assessments. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an Owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

The Board of Directors shall fix the amount of the annual assessment based on the Association's budget for the fiscal year to which it applies. Annual assessments shall be levied at a uniform rate for each Lot subject to annual assessments (annual assessments commencing as provided herein) based on the budget and shall be paid in such manner and on such dates as may be fixed by the Board of Directors. The Board of Directors, in its discretion, may require payment of the annual assessment in a single lump sum or allow the annual assessment to be paid in periodic installments, including, without limitation, monthly, quarterly, or semi-annual installments. Unless otherwise provided by the Board, the annual assessment shall be due and payable as a single lump sum.

10.4 Special Assessments. In addition to the other assessments authorized herein, the Association, by and through the Board of Directors without approval of the Members, may levy special assessments not to exceed three thousand dollars (\$3,000.00) per Lot during any fiscal year, from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate for each Lot subject to special assessments (the obligation for special assessments commencing as provided herein) and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Any special assessment exceeding what is permitted hereinabove must be approved by the affirmative vote of a majority of the total eligible votes of the Members.

10.5 Specific Assessments. The Board shall have the power to levy specific assessments pursuant to this Section, as, in its discretion, it shall deem appropriate. Fines levied, insurance deductibles allocable to Owners, costs of repair or maintenance performed by the Association for which the Owner is responsible and other non-uniform assessments shall be specific assessments. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Specific assessments are not subject any uniform rate per Lot and may be levied in a manner to be determined by the Board.

10.6 Capital Contribution Assessments. Commencing upon the transfer of title after a certificate of occupancy has been issued, and upon any subsequent conveyance or transfer of title, the Owner acquiring title to the Lot shall pay to the Association, at the time of transfer of the Lot, a capital contribution assessment in the sum of one half of one percent (0.5%) of the gross sales price of said Lot. The capital contribution assessments may be used to defray the Association expenses or to fund the reserves of the Association. Capital contribution assessments will not be considered advance payment of any other assessment authorized herein. The transfer of title by operation of will, trust, the laws of intestacy, or by any other method of inheritance which is not accompanied by exchange of monetary consideration, shall not be subject to the capital contribution assessment. The Association may require the new Owner and/or the prior Owner to provide reasonable written proof of the applicable sales price of the Lot or the lack thereof, such as executed closing statements, contract of sale, copies of deed, copies of wills, trusts, probate orders, or other such evidence upon demand.

10.7 Commencement of Assessments. The obligation to pay annual and special assessments shall commence as to each Lot upon the date when a Dwelling Unit on the Lot is first occupied for residential use, regardless of ownership of the Lot. Declarant shall pay assessments on Lots owned by them in the same manner as other Lots Owners; provided, however, that the Declarant may elect, in lieu of paying assessments, to contribute to the Association from time to time such funds as may be required to offset any operating deficit of the Association which exists after subtracting common expenses incurred during the year from all assessments and other revenues received during the year. The first annual assessment for each Lot shall be prorated according to the number of days remaining in the fiscal year to which the annual assessment applies. All Lots shall be immediately subject to the obligation to pay specific assessments.

10.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In the event that an assessment is to be paid in installments, and any installment becomes delinquent, the Board shall have the right to accelerate and immediately make due and payable the remaining installments. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall bear

interest from the due date at a rate of eighteen percent (18%) per annum (or if eighteen percent (18%) per annum is higher than allowed by law, then the highest rate allowed by law). If any assessment or installment thereof shall become delinquent, a lien, as herein provided, shall attach to the Lot, and the lien shall include the assessment(s), together with late charges, interest, and Costs of Collection. The Association may, in the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise escape liability for the assessments provided for herein, including, by way of illustration, but not limitation, non-use of the Common Area or abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

10.9 Reserve Budget and Reserve Contributions. The annual budget prepared by the Board may include a reserve budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected cost of repair or replacement. The Board may cause contributions to be made to reserves as necessary to meet the projected needs of the Association.

10.10 Waiver of and Exemption from Homestead Exemption. Any lien provided for herein shall be exempt from the South Carolina Homestead Exemption, if such lien is foreclosed upon and each Lot Owner by acceptance of the deed to a Lot waives any right to assert a Homestead Exemption

ARTICLE XI ARCHITECTURAL STANDARDS AND CONTROL

11.1 Architectural Control Committee. During the Development Period, the Architectural Control Committee shall mean the Declarant and/or his designated appointees. At such time the Development Period terminates, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate and thereafter the Architectural Control Committee shall consist of the Board of Directors of the Association or such other members as the

Board may appoint. Declarant may terminate its rights and obligations as the Architectural Control Committee at an earlier date than that set forth above upon notice to the Association.

11.2 Requirement for Approval. No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, or any other structure or Improvement of any kind shall be commenced or erected upon an Lot, or upon the exterior of any Dwelling Unit, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed plans, specifications (including height, color and composition, location, materials, and finishes), plot plan, landscape plan, and construction schedule shall have been submitted to, in writing, and approved by, in writing, the Architectural Control Committee. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Control Committee of a complete and written request for approval, approval shall be deemed granted. Refusal to approve plans, location, or specifications may be based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious. In no event, shall failure to approve or deny such plans constitute waiver by the Architectural Control Committee to approve or deny future requests under this Article. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant, the Association, the Board of Directors, the Architectural Control Committee, nor any member of any of the foregoing shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, the Architectural Control Committee, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modification to any Lot.

The Architectural Control Committee may suspend or withhold architectural review services to any Owner during any period in which the Owner shall be in default in the payment of any assessments or other charges, or for any other violation of the governing documents.

11.3 Completion of Construction. After commencement of any construction on a Lot, the Owner thereof shall diligently prosecute the work to completion. Construction shall not exceed one year without the written approval of Declarant or the Association. Owners shall maintain their Lot(s) in a reasonably neat and orderly condition, preventing the accumulation of trash. Owners shall prevent runoff of surface water and soil from the Lot onto adjacent property or streets.

11.4 Architectural Guidelines. The Architectural Control Committee may prepare Architectural Guidelines for the Property. The Architectural Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending on the location, size, unique characteristics, and intended use. The Architectural Guidelines are intended to provide guidance to Owners, but are not the exclusive basis upon which decisions may be made by the Architectural Control Committee of whether to approve or deny a request under this Article. The Architectural Control Committee shall have the sole and full authority to amend the Architectural Guidelines.

11.5 Building Setback Requirements. Unless the Declarant or the Architectural Control Committee waives the requirement or unless a setback is otherwise shown on any of the Plats recorded with respect to the Community or unless otherwise stated in a document recorded with the Register of Deeds, the approved exterior finished face, steps, eaves and overhangs of all Improvements, including but not limited to, approved Dwelling Units, buildings, garages, porches, sheds, greenhouses, bathhouses, terraces, patios, decks, stoops, wing walls, swimming pools and storage buildings for related equipment (including but not limited to filters and water pumps) shall be placed on the Lot so as to meet the criteria set forth by the appropriate governmental authority and the Architectural Control Committee.

11.6 Variances. The Architectural Control Committee may authorize variances from compliance with any of its Architectural Guidelines when circumstances, such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. Approval by the Architectural Control Committee of any plans and specifications or the granting of a variance shall not in any way be construed to set a precedent for approval, alter in any way the Architectural Guidelines, or deemed a waiver of the Architectural Control Committee's right in its discretion to disapprove similar plans and specifications.

ARTICLE XII USE RESTRICTIONS

12.1 Single-Family Residential Use. No residential building shall be erected, altered, placed or permitted upon any Lot other than one single-family Dwelling Unit. All Lots and Dwelling Units shall be used for single-family residential purposes only, and no commercial, business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Board of Directors. However, nothing herein shall prevent the Declarant and/or Builder, their agents, representatives, or employees, from using any Lot owned or leased by the Declarant or Builder for the purpose of carrying on business related to the Community or related to the improvement and sale of Lots or Dwelling Units in the Community; operating a construction office, business office, sales office or model home, and displaying signs, and from using any Lot for such other facilities as in the opinion of the Declarant or Builder may be required, convenient, or incidental to the completion, improvement, and sale of the Lots, Dwelling Units, or the Community; and provided, further that, to the extent allowed by applicable zoning laws, "home occupation," as may be defined in the Rules and Regulations or in the zoning ordinances of the governmental authority having jurisdiction over the Lot, may be maintained in a Dwelling Unit located on any of the Lots as approved in writing by the Board of Directors and any required approvals are obtained from the governmental authority having jurisdiction over the Lot, so long as the "home occupation" complies with any and all conditions of such approvals as well as all applicable laws and ordinances.

12.2 Signs. Except for such signs as may be posted by the Declarant or Builder for promotional and marketing purposes or by the Association, no sign of any character shall be erected, posted or displayed that does not comply with the Rules and Regulations without the prior written approval of the Architectural Control Committee.

12.3 Vehicles.

- (a) Except in connection with construction activities and except as needed for the temporary and occasional delivery of services or merchandise to an Occupant in the Community, no commercial trucks, vans, taxicabs or other Commercial Vehicles of any type, and no trailers, campers, motor homes, recreational vehicles, boats and other watercraft, or grounds property maintenance equipment may be parked on any portion of the Property, unless parked entirely within a closed garage. The term “Commercial Vehicle” shall be deemed to include vehicles with commercial license tags, as well as any cars, trucks and vans in styles normally used for private purposes, but painted with or carrying commercial advertising, logos, or business names or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle.
- (b) No tractor-trailers, or any part thereof, shall park on the Property at any time, except in connection with construction activities and except as needed for the temporary and occasional delivery of services or merchandise to a resident, and then only for a period not to exceed twelve (12) consecutive hours on any given day.
- (c) No recreational vehicles (including, for example, all-terrain vehicles, motorized scooters, dirt bikes or minibikes) may be operated on the Property at any time.
- (d) Only properly licensed and registered vehicles may be operated and parked on the Property. No junk or derelict vehicle shall be kept on any portion of the Common Area or any portion of a Lot. “Junk or derelict vehicle” shall mean any vehicle that is not in operating condition, or which for a period of sixty (60) consecutive days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle, or on which there is no valid license plate for a period of thirty (30) days or longer.
- (e) Vehicle repairs exceeding twenty-four (24) hours are not permitted in any area, other than a garage, visible from the street or another Lot.
- (f) Vehicles shall not be driven on any unpaved portion of the Common Area, except such vehicles that are authorized by the Board of Directors as needed to maintain, repair or improve the Common Area.
- (g) In addition to any other available enforcement action, the Association may enforce these vehicle restrictions by towing any non-compliant vehicle at the vehicle owner’s sole risk and expense.

12.4 Garages. No garages shall be converted to living spaces or altered or used for purposes that would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed or storage of personal property.

12.5 Occupants Bound. All provisions of the Governing Documents which govern the

conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot. Lot Owners shall be responsible for violations of the Governing Documents by the Occupants, guests and invitees of the Owners and shall be liable for all damages, specific assessments and Costs of Collection incurred by the Association.

12.6 Offensive Activities. No noxious, offensive or illegal activities as determined by the Board of Directors shall be carried on upon any Lot, Common Area, or street and road right-of-way, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner in the Community, including without limitation nuisances of a permanent or temporary nature, occurring on an intermittent or continual basis, and those that are a nuisance to one or more Owners in the Community.

12.7 Unightly or Unkempt Conditions. Each Owner shall at all times keep the Lot, Dwelling Unit, and all Improvements thereon in a safe, clean, neat and sanitary condition. Should any unsafe, unclean, unsightly or unkempt conditions exist on a Lot, the Association or its duly appointed agent shall be entitled to enter upon the Lot to cure such defect at the cost and expense of the Owner, which cost shall be a specific assessment and a lien upon the Lot. Any entry for this purpose shall not be deemed a trespass.

12.8 Antennas/Satellite Dishes. Pursuant to federal law, permissible antennas and satellite dishes may be installed in preferred locations identified by the Board of Directors in the Rules and Regulations, or at the rear of the Dwelling Unit or Lot in the least visible location from the road, provided acceptable signal quality is available and placement would not impose unreasonable expense or delay. Notwithstanding the foregoing, no antennas or satellite dishes may be installed on the roof or siding of a Dwelling Unit. Any antenna or satellite dish must be approved by the Architectural Control Committee in compliance with Article XI herein.

12.9 Solar Collecting Equipment. No solar collecting equipment shall be permitted on any Lot without prior written approval from the Architectural Control Committee. Such installation, if approved, shall be completed pursuant to the Architectural Guidelines, if any, which may be established and modified from time to time by the Architectural Control Committee.

12.10 Outdoor Equipment/Recreation. All tools, lawnmowers, recreation equipment and like personal property of any kind must be contained within a fenced or an enclosed area and hidden from public view when not in use. Portable basketball goals are permitted and must be stored in an enclosed area and hidden from public view overnight and when not in use.

12.11 Guns. Hunting and the discharge of firearms, except as permitted under state and federal law for the protection of life, limb and property, shall not be permitted anywhere on the Property.

12.12 Pools. No in-ground or above-ground swimming pool shall be erected, placed or installed on any Lot.

12.13 Temporary Structures. No temporary trailer, tent, shack, barn, pen, kennel, run, stable or other temporary accessory building shall be erected, used or maintained on any Lot except

in connection with construction or marketing activities by the Declarant and/or Builder, without the prior written approval of the Architectural Control Committee.

12.14 Sewage System. Sewage disposal shall be through the public or private system or by septic tank approved by State and local agencies. If there is a public or private system serving the Community, the Owner shall be obligated to use the system unless authorized otherwise by the Declarant, during the Development Period, or subsequent to the Declarant Control Period, by the Board of Directors.

12.15 Tree Removal. No live trees with a trunk measuring in excess of six (6) inches in diameter (measured twenty-four (24) inches above ground), nor live tree planted by the Declarant shall be cut without the prior written approval of the Architectural Control Committee. Exempted herefrom shall be damaged trees or trees which must be removed because of an emergency.

12.16 Window Treatments/Air Conditioning Units. All window treatments visible from outside the Dwelling Unit shall be white or off-white in color. No air conditioner shall be installed in any window of a Dwelling Unit, nor shall any air conditioner be installed in any Dwelling Unit so that the same protrudes through any exterior wall of the Dwelling Unit.

12.17 Leasing. “Leasing” for purposes of this Section, is defined as regular, exclusive occupancy of a Lot or Dwelling Unit by any Person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

- (a) Lease Requirements. All leases shall be in writing. All leases shall provide that the Association has the right to terminate the lease and evict any tenant(s) upon violation by the tenant of any provision of the Governing Documents. The Board of Directors shall be provided with copies of all leases upon request. The Association is considered a third-party beneficiary to any lease of the Property and may exercise its rights as a third-party beneficiary thereto, including the right to evict a tenant.
- (b) Prohibition on Short Term Rentals and Leasing of Less than Entire Lot. “Short-Term Rental” shall mean any rental or advertisement of a rental with a term of less than twelve (12) months. Short-Term Leases are strictly prohibited and no Lot or Dwelling Unit shall be leased for a period less than twelve (12) months – this restriction/prohibition specifically includes, but is not limited to, rentals through Airbnb, VRBO, Homeaway, or other similar hotel-like arrangements. All leases or rental agreements shall be for the entire Lot or Dwelling Unit. There shall be no subletting of a Lot or Dwelling Unit or a portion thereof.
- (c) Hardships. The Board of Directors shall have the right and power, but not the obligation, in its complete and sole discretion, to grant a waiver or variance of the application of the leasing restrictions set forth in this Section (including all subsections) to an Owner in circumstances when the application of this Section may result in undue hardship or unduly inequitable results. The granting of a waiver or

variance by the Board shall not in any way be construed as setting a precedent for the granting of a waiver or variance or in any way limiting the discretion of the Board to deny a waiver or variance in other similar circumstances, in its complete and sole discretion.

- (d) Non-Liability. Neither the Association, the Board, nor any individual officer or director of the Association shall be liable in any way for the exercise of its/their discretion or judgment under this Section, including, but not limited to, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with such exercise of judgment.

12.18 Lakes and Bodies of Water. The pond(s), lakes, wetlands, detention ponds, or other water retention structures are those portions of the Property designated on one or more of the Plats, if any, and shall be kept and maintained as ponds for water retention, drainage, irrigation, and water management purposes in compliance with all governmental requirements. If a body of water is designated as Common Area, it shall be maintained, administered, and ultimately owned by the Association. In furtherance of the foregoing, the Declarant hereby reserves and grants an easement in favor of itself and the Association, throughout all portions of the Property as may be necessary for the purpose of accessing, maintaining and administering the bodies of water.

12.19 Fences. Except for any fence installed by the Declarant, no fence or screen shall be installed on a Lot except in accordance with the guidelines established by the Architectural Control Committee and with the prior written approval of the Architectural Control Committee. If an owner encloses his or her Lot, Owner shall provide reasonable access in order to permit the Association to fulfill its obligations herein. The Association shall not be liable for any failure to fulfill its obligations hereunder if such failure was caused by an Owner's impeding or interfering with the Association's ability to access a Lot.

12.20 Animals. Subject to the Rules and Regulations promulgated by the Board of Directors, no animals, livestock, exotic pets, poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other small household pets may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance within the Community as determined by the Board of Directors in its sole discretion or cause unsanitary conditions within the Community, and no animal kept outside the Dwelling Unit shall be kept in a manner which disturbs the quiet enjoyment of the Community or any other Owner or Occupant. While not in a fully confined area, all pets shall be restrained by leashes and no pet shall enter upon any Lot without the express permission of that Owner. The pet owner will be responsible for clean-up and removal of fecal matter deposited by such pet and shall be liable for, indemnify and hold harmless any other Owner, and the Association from any loss, cost, damage or expense incurred by such Owner, the Declarant or the Association as a result of any violation of this provision. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

ARTICLE XIII PARTY WALLS

13.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Unit upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.2 Sharing, Repair and Maintenance. Maintenance or repair of elements of a party wall only affecting one Dwelling unit, such as drywall or paint, shall be performed and paid for by the affected Owner. Maintenance or repair of the structural or shared elements of a party wall shall be performed and paid for by the Association, which costs shall be assessed against the Owners who share the wall as a specific assessment.

13.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Association shall repair or reconstruct the structural and shared elements of the party wall. Any costs of repair or reconstruction, including any insurance deductibles, shall be assessed as a specific assessment against the Lot and Owners who share the wall. Owners shall be responsible for repairing the decorated surfaces. If any maintenance, repair, reconstruction or restoration of a party wall is caused by the negligent or willful acts or omissions of an Owner, his or her Occupants, guests, tenants or invitees, said Owner shall pay all the costs associated therewith, to constitute a specific assessment against the Lot and Owner thereof.

13.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

ARTICLE XIV EASEMENTS

14.1 Easements of Encroachment. The Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to unintentional placement or settling or shifting of the Improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

14.2 Easements for Utilities, Etc.

- (a) Installation and Maintenance. Declarant reserves for itself and grants to the Association and all utility providers, perpetual non-exclusive easements throughout the Property to the extent reasonably necessary for the purpose of:
 - i. Installing utilities and infrastructure to serve the Property, cable and other systems for sending and receiving data and or other electronic signals, security

and similar systems, walkways, pathways and trails, storm water drainage systems, irrigation systems, sanitary sewer systems, streetlights and signage on property which the Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded Plats;

- ii. Inspecting, maintaining, repairing and replacing the utilities, infrastructure and other Improvements described in Section 14.2(a)(i); and
- iii. Access to read utility meters.

(b) Right to Grant Specific Easements. Declarant also reserves for itself and the Association the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property. The Owner of any property to be burdened by any easement granted pursuant to this subsection (b) shall be given written notice in advance of the grant. The location of the easement shall be subject to the approval of the Owner of the burdened property, which approval shall not be unreasonably withheld, delayed or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work.

14.3 Right of Entry. Declarant reserves for itself, the Association, and others as it may designate the right to inspect, monitor, test, redesign, and correct any structure, Improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a Dwelling Unit shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's expense, any damage resulting from such exercise.

14.4 Right to Access. An easement and right to unobstructed access over, upon, and across each Lot is granted to/reserved to the Association to perform the maintenance and other responsibilities of the Association set forth herein, and to exercise any rights of the Association provided herein. Any fences allowed to be constructed on any Lots must contain an access gate or gates sufficient to allow the Association access to perform any of its responsibilities set forth herein and to exercise any of its rights provided herein, regardless of whether or not any gate is specifically mentioned in an approval by the Architectural Control Committee. Should any fence impede access needed by the Association to perform any of its responsibilities set forth herein or to exercise any of its rights provided herein, the Association shall have the right to remove the fence as necessary – such removal and any replacement thereof shall be at the respective Owner's

expense, and shall be added to and become a part of the assessment(s) to which such Owner is subject and shall become a lien against the respective Lot(s).

14.5 Owner Easements. Each Owner shall have an easement and right of access over an adjoining Lot for the purpose of maintenance and/or repair of such Owner's Lot, including the maintenance, repair, restoration, and/or replacement of any Dwelling Unit or other improvements thereon. The easement shall be used only for such period of time and to such extent as is reasonably necessary in order to complete the needed maintenance, repair, restoration, and/or replacement. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a Dwelling Unit shall be permitted without the consent of the Owner. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

14.6 Structural Elements. Every portion of a Lot and/or the dwelling thereon which contributes to the structural support of a dwelling on another Lot shall be burdened with an easement for structural support.

14.7 Emergencies. Every Lot and dwelling thereon shall be subject to an easement for entry by the Declarant and/or the Association for the purpose of correcting, repairing or alleviating any emergency condition which arises upon any Lot or within any Dwelling Unit thereon and which endangers any attached Dwelling Unit structure or which constitutes or creates a safety issue

ARTICLE XV GARAGES

15.1 Garages Generally. A "Garage" is a portion of a structure located on Common Area that is designed to accommodate the storage of vehicles by the Owner of a Lot. Garages and all accompanying Improvements constitute Common Area. The Garage Location Plan, attached hereto as **Exhibit "E"**, shows the location of twelve (12) garage buildings containing thirty-nine (39) Garages. Garages have been assigned to the Owners of certain Lots and issued a license by the Association (a "Garage License") for the exclusive use thereof so long as such Owner complies with the provisions of this Declaration and the terms of the Garage License.

15.3 Transfer of Garages Licenses. Without approval by the Association, a Garage, Licensee shall be authorized to transfer his/her Garage License to any Owner of a Lot for such compensation as shall be agreed upon by the Garage Licensee and the transferee. Unless a Garage License has previously been transferred to another Owner in accordance with this Section, a Garage License shall automatically be transferred to a new Owner of such Lot upon conveyance of the Lot.

Without approval by the Association, a Garage Licensee shall also be authorized to assign his/her Garage License to his/her tenant, for use only during the term of such rental period and for such compensation as shall be agreed upon by the Garage Licensee and the tenant. During the term of any temporary assignment, the Garage Licensee shall continue to be responsible for all

obligations as a Garage Licensee, but the assignee shall also be responsible for complying with all rules and regulations established by the Association for use of the Garage.

Immediately upon transfer or temporary assignment of a Garage License, the Garage Licensee shall notify the Association of the transfer or assignment to and execute such documents as the Association shall require from time to time in order to identify the Person then owning or having temporary use of the Garage License and provide information regarding such Person. The Association may charge a reasonable fee for the administrative costs of monitoring and processing such transfers or temporary assignments.

15.6 Invalid Efforts to Transfer or Assign a License. Unless expressly approved in writing by the Board of Directors of the Association, any purported transfer or assignment of a Garage License that does not comply with the provisions of this Section shall be invalid. The Board of Directors shall have the authority to suspend or terminate a Garage License, without compensation to the Garage Licensee, if it determines that the applicable provisions of this Declaration or the Garage License have not been observed by the Garage Licensee.

15.7 Garage Budget. The cost of maintaining the exterior and structure of the Garages, and such other elements of the Garages, if any, as the Association may determine from time-to-time, including establishing any reserves for such purposes, and the cost of insuring the Garages, shall be an Association expense that is set forth in a "Garage Budget" that is separate from the Association expenses set forth in the Association operating budget. The Garage Budget shall be determined in a manner similar to that for the Association operating budget.

15.8 Garage Assessments. Each Garage Licensee shall pay a "Garage Assessment" to the Association, as a specific assessment pursuant to Article X, based on the revenues determined by the Board to be required from all Garage Assessments under the Garage Budget. Each Garage Assessment shall be a pro-rata share of the total revenues required from all Garage Assessments.

ARTICLE XVI ENFORCEMENT

16.1 Enforcement. In addition to any other rights, remedies or enforcement mechanisms provided for herein, the Declarant, the Association, or an aggrieved Owner in the appropriate case, shall also have the right to enforce, by any proceeding at law or in equity, the provisions of the Governing Documents. An Owner shall be responsible and liable for the actions and violations of the Owner, all tenants of the Lot, and all other Occupants of the Lot, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same. Any failure by the Association or by any Owner to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of the provisions of the Governing Documents, including reasonable attorneys' fees, whether or not any suit is instituted and whether incurred before or after any suit is instituted, shall be paid by the Owner against whom enforcement is sought. Said costs and expenses shall constitute a charge and continuing lien upon such responsible Owner's Lot and shall be added to and become part of the assessments to which the Owner's Lot is subject; therefore, all provisions of the Governing Documents governing

enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses.

16.2 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates the Governing Documents. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner as a Specific Assessment and shall be collected as provided for herein for the collection of assessments.

16.3 Fines. In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of the Governing Documents. Such monetary fines shall constitute Specific Assessments. As set forth above, an Owner shall be responsible and liable for the actions and violations of the Owner, all tenants of the Lot, and all other Occupants of the Lot, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same, and as such, an Owner may be fined for violations by any of the same and shall be responsible for payment of any fines levied as a result of a violation by any of the same. The issuance of any fine(s) for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by the Governing Documents. The Board of Directors, in its discretion, may adopt and publish policies and procedures pertaining to the issuance of any fines set forth herein, which may be amended from time.

16.4 Suspension of Rights. In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to suspend a Member's rights, including but not limiting to a Member's voting rights and the right to use the Common Area, for violations of the provisions of the Governing Documents of the Association.

16.5 Hearing. An Owner disputing a noticed violation may request a hearing before the Board within ten (10) days of the notice provided thereof. If the Owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a hearing and has impliedly consented to the validity of the violation and the sanctions to be imposed.

ARTICLE XVII MORTGAGEE PROVISIONS

17.1 Notices of Action. A First Lien Mortgagee which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

17.2 No Priority. No provision of the Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the First Lien Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

17.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

17.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVIII GENERAL PROVISIONS

18.1 Term. The covenants and restrictions of this Declaration, as the same may be amended, restated, changed, altered, added to, derogated, or otherwise modified from time to time, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Thereafter, this Declaration shall automatically renew and extend for successive ten (10) year periods; provided, however, that there shall be no renewal or extension of this Declaration if during any period hereinabove referenced, three-fourths (3/4) of the total eligible votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration. Such a vote shall be reduced to a written instrument and recorded in the land records of the county in which the Community is situated. Nothing in this provision shall limit the right of the Declarant or the Association to amend pursuant to Section 18.2 below.

18.2 Amendment. This Declaration may be amended, restated, changed, altered, added to, derogated or deleted at any time and from time to time, as hereinafter provided:

- (a) By Declarant: During the Development Period, Declarant may amend, restate, change, alter, add to, derogate or delete any provision of this Declaration, without approval by the Association or the Owners, by the execution and recordation of any instrument executed by the Declarant. Declarant shall only exercise this right to amend in good faith.
- (b) By Association: Upon the termination of the Declarant Control Period, the Association may amend, restate, change, alter, add to, derogate or delete any provision of this Declaration with the approval of two-thirds (2/3) of the votes cast at a duly called meeting. Nothing herein shall be construed to prohibit action under this Section by written or electronic ballot.
- (c) In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration (“FHA”) or the Veterans Administration (“VA”) or the Federal National Mortgage Corporation (“FNMC”) or any other insurer or purchaser of a mortgage secured by the Lots, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with such requirements if one or more Owners obtains FHA, VA, or FNMC financing and the Declarant or the Board of Directors consents in writing. Without limiting the foregoing, if required to affect any amendments made pursuant to the previous sentence, the Declarant or the Board of Directors shall, at any time and from time to time, as they see fit, have the right to cause this Declaration to be amended.

18.3 Indemnification. The Association and Owners shall indemnify every director and every officer of the Association, their heirs, executors, and administrators against all losses, costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of his being or having been a director or officer of the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

18.4 Exemption for Development and Construction Activities. Notwithstanding any provision in this Declaration to the contrary:

- (a) Declarant may construct and maintain upon portions of the Common Area and/or upon any Lot owned by the Declarant such facilities and may conduct such events and other activities which Declarant deems reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant, its contractors, employees, agents, and licensees shall have an easement over and across the Common Area for access and use of such facilities at no charge.

- (b) Declarant shall be entitled to conduct on the Property all activities normally associated with, and convenient to the development of the Property and the construction and sale of Lots.

18.5 Severability. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which shall remain in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

18.6 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England

18.7 Litigation. The Association may, without a vote of the Members, initiate legal actions or proceedings, as may be deemed necessary by the Board of Directors.

18.8 Mandatory Arbitration. Any dispute between (a) the Association or any Lot Owner and (b) the Declarant shall be subject to mandatory binding arbitration in accordance with the procedure set forth in **Exhibit "D"** to this Declaration

18.9 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any portion of the Property, and the Association may, but shall not be required to, enforce the covenants, restrictions, and provisions applicable to any portion of the Property.

18.10 Declarant's Rights. Declarant reserves the right to assign, transfer, or convey, in whole or in part, all the rights of Declarant set forth herein. Upon the termination of the Development Period, any rights of the Declarant herein that are not expressly assigned, transferred, or conveyed to the Association shall be considered implicitly assigned, transferred, and conveyed to the Association.

18.11 Instrument under Seal. This Declaration is to be construed as a sealed instrument subject to the twenty-year statute of limitations provided in S.C. Code Ann. § 15-3-520. Any and all amendments hereto shall also be executed under seal.

[Signature page to follow]

IN WITNESS WHEREOF, Whitney Lake Townhome Association, Inc. has by its duly authorized officer set its hand and seal this 13th day of AUGUST 2025.

SIGNED, SEALED, AND DELIVERED:

WITNESSES:

**WHITNEY LAKE TOWNHOME
ASSOCIATION, INC.**

[Signature]
(witness #1)

By: [Signature] (L.S.)

Print Name: JASON LONG

[Signature]
(witness #2)

Its (Title): BOARD PRESIDENT

STATE OF Georgia)

COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, Rebecca Smith, a Notary Public for the State of Georgia, do hereby certify that Whitney Lake Townhome Association, Inc., by Jason Long, its duly authorized officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 13 day of August, 2025.



[Signature]
My Commission Expires: 04/03/2028

EXHIBIT A
(LEGAL DESCRIPTION)

ALL those certain pieces, parcels, or tracts of land, situate, lying, and being in the City of Charleston, County of Charleston, state of South Carolina, containing approximately 21.227 aggregate acres, more or less, and being fully shown and delineated on a plat entitled "FINAL SUBDIVISION PLAT PHASE 1A WHITNEY LAKE DEVELOPMENT TMS #312-00-00-330 OWNED BY WHITNEY LAKE, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" dated July 18, 2005, prepared by G. Robert George and Associates, Inc., and recorded in the Office of the Register of Deeds for Charleston County on August 19, 2005 in Plat Book EJ, at Pages 160-163. Said tracts having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

This being a portion of the property conveyed to Whitney Lake, LLC by deed from Frazier Real Properties, L.P., recorded August 31, 2004 in the Office of the Register of Deeds for Charleston County in Deed Book P507, at Page 805.

AND

ALL those certain pieces, parcels, or tracts of land, situate, lying, and being in the City of Charleston, County of Charleston, state of South Carolina, containing approximately 11.39 aggregate acres, more or less, and being fully shown and delineated on a plat entitled "FINAL SUBDIVISION PLAT PHASE 1B THE GARDENS AT WHITNEY LAKE PREPARED FOR: THE LISI COMPANY" dated November 27, 2006, prepared by Thomas & Hutton Engineering Co., and recorded in the Office of the Register of Deeds for Charleston County on December 14, 2006 in Plat Book EK, at Pages 332-336. Said tracts having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

This being a portion of the property conveyed to Whitney Lake, LLC by deeds from Frazier Real Properties, L.P., recorded in the Office of the Register of Deeds for Charleston County on August 31, 2004 in Deed Book P507, at Page 805 and April 28, 2006 in Deed Book G581, at Page 203.

AND

ALL those certain pieces, parcels, or tracts of land, situate, lying, and being in the City of Charleston, County of Charleston, state of South Carolina, containing approximately 0.37 aggregate acres, more or less, and being fully shown and delineated on a plat entitled "FINAL SUBDIVISION PLAT OF AN EXISTING 0.37 ACRE PARCEL CREATING LOTS 163, 164, 165, & 166, PHASE 1B THE GARDENS AT WHITNEY LAKE PREPARED FOR: WHITNEY LAKE, LLC" dated April 23, 2007, prepared by Thomas & Hutton Engineering Co., and recorded in the Office of the Register of Deeds for Charleston County on June 28, 2007 in Plat Book EK, at Page 828. Said tracts having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

This being a portion of the property conveyed to Whitney Lake, LLC by deeds from Frazier Real Properties, L.P., recorded in the Office of the Register of Deeds for Charleston County on August 31, 2004 in Deed Book P507, at Page 805 and April 28, 2006 in Deed Book G581, at Page 203.

AND

ALL those certain pieces, parcels, or tracts of land, situate, lying, and being in the City of Charleston, County of Charleston, state of South Carolina, containing approximately 21.67 aggregate acres, more or less, and being fully shown and delineated on a plat entitled "FINAL SUBDIVISION PLAT OF PHASE 1C THE GARDENS AT WHITNEY LAKE PREPARED FOR: WHITNEY LAKE, LLC" dated February 14, 2007, prepared by Thomas & Hutton Engineering Co., and recorded in the Office of the Register of Deeds for Charleston County on May 22, 2007 in Plat Book EK, at Pages 712-714. Said tracts having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

This being a portion of the property conveyed to Whitney Lake, LLC by deeds from Frazier Real Properties, L.P., recorded in the Office of the Register of Deeds for Charleston County on August 31, 2004 in Deed Book P507, at Page 805 and April 28, 2006 in Deed Book G581, at Page 203.

EXHIBIT B

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 245-274, "Sparkleberry Lane", "Bell Flower Lane", "Valley Oak Road", "Waterleaf Road", "Petunia Alley", "Brittlebrush Lane", "50' Buffer (Type E)", "H.O.A. Open Area/Greenway", "Wetland Buffer", "20' Public Storm Drain Easement", "20' Public Drain Easement", "Phase 2A-1 H.O.A. Open Space", "HOA 1", "HOA 2", "HOA 3", "HOA 4", "HOA 5", "HOA 6", "HOA 7", "HOA 8", "HOA 9", "HOA 10", "HOA 11", and all areas shown and designated as "HOA" as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT THE GADENS AT WHITNEY LAKE PHASE 2A JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" dated May 25, 2012, prepared for Blanchard & Calhoun Commercial, prepared by Thomas & Hutton and recorded in the RMC Office for Charleston County on June 6, 2012, in Plat Book L12 at Page 0157. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 322-368, "Sparkleberry Lane", "Bell Flower Lane", "Valley Oak Road", "H.O.A. Open Area", "50' Buffer", "H.O.A. Open Area/Greenway", and all areas shown and designated as "HOA" as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT THE GADENS AT WHITNEY LAKE PHASE 2C JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" dated December 10, 2012 and revised January 8, 2013, prepared for Blanchard & Calhoun Commercial, prepared by Thomas & Hutton and recorded in the RMC Office for Charleston County on March 18, 2013, in Plat Book L13 at Page 0106. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 239-244, "New City of Charleston Street Type 4, 50' Public R/W", "Malope Alley New City of Charleston Street Type 5, 20' Public R/W", and "H.O.A. 3137 Sq. Ft." all as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT OF LOTS 239 THRU 244 IN THE GADENS AT WHITNEY LAKE PHASE 2A & 1C JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA OWNED BY SOUTHEASTERN RECAPITALIZATION GROUP, LLC PREPARED FOR THE RYLAND GROUP" dated June 25, 2014, prepared by Associated Surveyors of Summerville and recorded in the RMC Office for Charleston County on September 11, 2014, in Plat Book S14 at Page 0174. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 366-389, three (3) drainage easements designated as "New 16' City of Charleston Drainage Easement"; two (2) drainage easements designated as "New 20' City of Charleston Drainage Easement"; "New 20' Private Drainage Easement"; "11' Charleston Water System Sewer Easement"; "Valley Oak Road 42.5' R/W Type 3"; Valley Oak Road 55' R/W Type 2"; "New City of Charleston Access Easement"; "25' Wetland Buffer Typical"; "Jurisdictional Wetland (See SAC 2011-00423-2JM) 78,033.4 Sq. Ft., 1.79 Acres"; and "Jurisdictional Wetland (See SAC 2011-00423-2JM) 8,534.4 Sq. Ft., 0.20 Acres" all as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT OF LOTS 366 THRU 389 IN THE GADENS AT WHITNEY LAKE PHASE 2E JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA OWNED BY SOUTHEASTERN RECAPITALIZATION GROUP, LLC PREAPRED FOR THE RYLAND GROUP" dated June 30, 2015, revised August 21, 2015 and October 13, 2015, prepared by John David Bass, P.L.S. S.C. Registration No. 15388 and recorded in the RMC Office for Charleston County on November 16, 2015, in Plat Book L15 at Page 0539. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 2B-1 thru 2B-51, two (2) variable drainage easements designated as "Variable D. E."; three (3) drainage easements designated as "New 16' City of Charleston Drainage Easement"; two (2) drainage easements designated as "New 20' City of Charleston Drainage Easement"; one sewer easement designated as "20' Charleston Water System Sewer Easement"; five (5) general utility easements designated as "5' GUE"; one (1) Berkeley Electric Cooperative power easement designated as "5' B.E.C."; "HOA Area 1"; HOA Area 2"; "HOA Area 3"; "Waterleaf Road (Type 2, 50' R/W)"; "Waterleaf Road (Type 2, 42' R/W)"; "Sparkleberry Lane (Type 2, Variable R/W (55' Min))"; "Star Flower Alley (Type 5, 25' R/W)"; "Petunia Alley (Type 5, 20' R/W)" all as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT SHOWING 51 LOTS, 3 HOA AREAS, RIGHTS - OF-WAY, & VARIOUS EASEMENTS LOCATED IN THE GARDENS AT WHITNEY LAKE, PHASE 2B, JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA OWNED BY SOUTHEASTERN RECAPITALIZATION GROUP, LLC" dated May 20, 2016, revised July 25, 2016, prepared by John David Bass, P.L.S. S.C. Registration No. 15388 and recorded in the RMC Office for Charleston County on August 29, 2016, in Plat Book L16 at Page 0410. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels or lots of land situate, lying and being on Johns Island, City of Charleston, Charleston County, South Carolina, known and designated as Lots: 1-40, all those certain City of Charleston Drainage Easements of various widths being shown and labeled as "C.o.C.D.E."; "one (1) City of Charleston Access Easement designated as "C.o.C. Access Easement" for Pond Access"; "20' CWS Sewer Easement"; "HOA Area 1, 8,226 Sq. Ft. +/- 0.18 Ac +/-"; "HOA Area 2, 4,761 Sq. Ft. +/- 0.10 Ac +/-"; "HOA Area 3, 3,488 Sq. Ft. +/- 0.08 Ac +/-

”; “HOA Area 4, 200,353 Sq. Ft. +/- 4.59 Ac +/-”; including areas designated as “Pond” and “Jurisdictional Wetland (Undisturbed), 91,057 Sq. Ft. +/-, 2.09 Ac +/-”; and associated 30’ undisturbed wetland buffer; “10’ G.U.E.”; “5’ G.U.E.”; “Brittlebush Lane, Type 3ND, 40’ Public R/W”; “August Road, Type 3ND, 40’ Public R/W” all as more particularly shown on a plat entitled FINAL SUBDIVISION PLAT SHOWING 40 LOTS AND 4 HOA AREAS LOCATED IN THE GADENS AT WHITNEY LAKE PHASE 2D JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” dated August 1, 2019, prepared by Robert L. Arrington, P.L.S. S.C. Registration No. 19889 and recorded in the RMC Office for Charleston County on February 24, 2020, in Plat Book L20 at Page 0063-0064. Said lots of land having such size, shape, buttings and boundings as will by reference to said plat more fully appear.

AND

ALL those certain pieces, parcels, or tracts of land, situate, lying and being in the City of Charleston, County of Charleston, state of South Carolina, being shown as “17.576 AC TRACT B1” and “TRACT B2 178,835 SF 4.105 AC”, on a plat entitled “A BOUNDARY LINE ADJUSTMENT PLAT OF LOT 27 AND LOT 28 RUSHLAND PLANTATION JOHNS ISLAND INTO TRACTS B1, B2 AND RESIDUAL LOT 28 LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” dated September 20, 2004, prepared by Southeastern Surveying of Charleston, Inc., and recorded in the Office of the Register of Deeds for Charleston County on November 23, 2004 in Plat Book EH, at Page 511. Said tracts having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

EXHIBIT C

AMENDED AND RESTATED BYLAWS OF WHITNEY LAKE TOWNHOME ASSOCIATION, INC.

ARTICLE 1

NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION

Section 1.1 Name. The name of the corporation is **Whitney Lake Townhome Association, Inc.** (the “Association”). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the name “Whitney Lake Townhome Association” or any variant thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the Member, committee or group of Members is speaking for or on behalf of the Association.

Section 1.2 Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Code Ann. §§ 33-31-101, *et seq.*) (the “Act”), but meetings of Members and directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

Section 1.3 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association, Inc. (as amended, modified, and/or supplemented, the “Declaration”), unless the context indicates otherwise.

Section 1.4 Declaration. The Declaration is hereby incorporated herein by this reference and made part hereof.

ARTICLE 2

PURPOSES AND POWERS

Section 2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions and purposes of the Association include: (1) to perform those rights, powers, obligations, purposes, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

Section 2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

- (a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and
- (b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE 3

MEMBERSHIP

Section 3.1 Membership. Membership in the Association shall be as set forth in Declaration, and the provisions of the Declaration pertaining to membership, including the votes associated with membership, are specifically incorporated herein by this reference.

ARTICLE 4

MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS

Section 4.1 Annual Meeting. A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. At each annual meeting:

- (1) The President and Treasurer shall report on the activities and financial condition of the Association;
- (2) After termination of the Development Period, an election of directors shall occur in accordance with Section 6.3 of these Bylaws; and
- (3) Subject to the provisions of the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

Notice of the annual meeting shall be given in accordance with Section 4.3 hereof.

Section 4.2 Special Meetings.

- a) Special meetings of the Association's Members may be called by the President or by the Board of Directors. If called by the President, the special meeting of the Members shall be held at a time, date, and place established by the President. If called by the Board of Directors, the special meeting of the Members shall be held at a time, date, and place established by the Board of Directors.
- b) Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a

special meeting describing the purpose or purposes for which it is to be held. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that proper written demand was delivered to an officer of the Association.

- c) Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

Section 4.3 Notice of Meetings of Members; Waiver of Notice.

- a) Notice of Meetings of Members – In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by: (1) depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed the Member's address last appearing on the books of the Association; (2) by hand delivery to the Member or to the Member's address last appearing on the books of the Association at least ten (10) days, but not more than sixty (60) days before the meeting date; and/or (3) by electronic mail delivered to the Member's email address last appearing on the books of the Association at least (10) days, but not more than sixty (60) days before the meeting date. An email shall be deemed to be delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable (See Section 5.2).
- b) Annual Meeting of Members. Unless the Act, these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose(s) for which the meeting is called. However, Members, directors, and officers are alerted that the Act does require the notice of the annual meeting to include a description of certain matters to be acted upon (including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)), and the Act should be consulted accordingly.
- c) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.
- d) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's

attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose described in the meeting notice), unless the Member objects to considering the matter when it is presented.

Section 4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first transmitted to any Member are entitled to notice of the meeting. For purposes of this Section, notice shall be deemed to be “transmitted” (even different than the effective date of notice under Section 5.2) on the date when: (1) deposited in the United States Mail in accordance with Section 4.3(a)(1); (2) hand delivered in accordance with Section 4.3(a)(2); and/or (3) delivered by email in accordance with Section 4.3(a)(3). Members on the date of the meeting who are otherwise eligible to vote at the meeting shall be entitled to vote at the meeting.

Section 4.5 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the affirmative vote of a majority of the votes represented at the meeting. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3 herein.

Section 4.6 Members’ List for Voting. After the record date for notice of a meeting is fixed, the Board of Directors shall prepare an alphabetical list of the names of all Members, which shall be updated and kept current through the time of the membership meeting. Such list shall list the Members by classification of membership and must show the address and number of votes each Member is entitled to vote at the meeting. The list of Members must be made available for inspection in accordance with the Act.

Section 4.7 Quorum for Membership Meetings. Except as otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members representing ten percent (10%) of the total eligible votes in the Association entitled to be cast at the meeting shall constitute a quorum for the transaction of business.

Section 4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the following vote is required to constitute approval by or an act of the Members: (1) the affirmative vote of the majority of votes cast; and (2) such affirmative votes must also constitute a majority of the required quorum.

Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

If a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves, and the following shall apply:

- (1) If only one votes, the vote binds all.
- (2) If more than one votes:
 - a. If the votes cast are the same in all respects, then they collectively constitute the one (1) vote for the Lot on that matter.
 - b. If the votes cast differ in any respect, the vote for the Lot on the matter shall be deemed to be void and shall be treated as an abstention on the matter.
- (3) No vote attributable to a Lot may be split or fractionally cast.

Section 4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. An appointment of a proxy is revocable by the Member. An appointment of a proxy is revoked by the person appointing the proxy: (i) attending any meeting and voting in person, or (ii) signing and delivering to the Secretary (or other officer or agent authorized to tabulate votes) either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form. The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises authority under the appointment.

Section 4.10 Action by Written Consent. Unless otherwise limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action required or permitted to be approved by the Members may be approved without a meeting if the action is approved by Members holding at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The record date for determining Members entitled to take action without a meeting under this Section is the date the first Member signs the written consent to such action. Written notice of Member approval pursuant to this Section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given. Such written notice shall be effective in accordance with Section 5.2 hereof.

Section 4.11 Action by Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

Section 4.12 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.13 Failure to Hold Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.14 Meetings Held by Means of Remote Communication; Participation in Meetings by Means of Remote Communication. The Board of Directors, in its sole discretion, may permit any Member(s), proxy(ies), or any other person(s) entitled to participate in a meeting of the Members to participate in any meeting of the Members by means of remote communication, or may hold all or any part of a meeting of the Members solely by means of remote communication. The Board of Directors is authorized to adopt policies, procedures, and/or guidelines regarding participation in and/or the conducting of a meeting of the Members by means of remote communication, but at a minimum, shall ensure that reasonable measures have been implemented to: (1) verify the identity each Member or proxy participating by means of remote communication; and (2) provide Members and proxies, if any, a reasonable opportunity to participate in the meeting and to vote on matters submitted to a vote at the meeting, including an opportunity to communicate substantially concurrently with the proceedings, and to hear and/or read the proceedings substantially concurrently with the proceedings. Means of remote communication include, without limitation, teleconferencing and video conferencing. Any Member or proxy attending/participating in a meeting of the Members by means of remote communication shall be deemed to be present in person at the meeting. When a meeting of the Association is held solely by means of remote communication, the means of remote communication shall be deemed to be and shall constitute the place of the meeting.

ARTICLE 5

NOTICE

Section 5.1 Methods of Notice. Notice of meetings of Members shall be given in the manner as specifically provided in Article 4 herein. Otherwise, unless the Act, these Bylaws, or the Articles of Incorporation provide specific notice requirements for particular circumstances, any other notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act may be given as follows:

- (1) Notice may be communicated in person; by telephone, telegraph, teletype, facsimile transmission (FAX), or other form of wire or wireless communication, including email; or by mail or private carrier. Additionally, notice may be communicated in any other manner permissible under the Act.
- (2) Notice may be oral or written; however, oral notice is permissible only if reasonable under the circumstances and only if written notice is not otherwise required by these Bylaws, the Articles of Incorporation, or the Act.

Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration may be given in any manner permitted by this Section.

Section 5.2 Effective Date of Notice. Any notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act shall be effective as follows:

- a) Oral notice, if permissible, is effective when communicated, if communicated in a comprehensible manner.
- b) Written notice, if in a comprehensible form, is effective at the earliest of the following:
 - i. when received (an email shall be deemed to be received/delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable);
 - ii. five days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;
 - iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
 - iv. fifteen days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration shall be effective as provided in this Section.

Section 5.3 Address for Notice. It shall be the responsibility of each Member to designate an address for purposes of notice, which designation shall be in writing and filed with the Secretary. If no such written designation is provided to the Secretary, the address of the Member's Lot shall be deemed to be the Member's address for notice. Written notice is correctly addressed to a Member if addressed to the Member's address last appearing on the books of the Association.

ARTICLE 6

BOARD OF DIRECTORS

Section 6.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of three (3) directors, who shall be Members of the Association. All directors must be in good standing with the Association, in order to seek election to, or continue to hold a position on the Board of Directors. During the Development Period, and thereafter until the first annual meeting of Members following the termination of the Development Period, the number of directors shall be fixed by the Declarant. At the first annual meeting of Members following termination of the Development Period, the Members shall elect three (3) directors and the Board of Directors shall thereafter consist of three (3) directors until such time as the number of directors is increased or decreased by a vote of the Members – the number of directors may be increased or decreased by vote of the Members satisfying the approval requirements set forth in Section 4.8; provided, however, no reduction in the number of directors shall have the effect of shortening the term of any incumbent director; and further provided that the number of directors shall not be less than three (3).

Section 6.2 Nominations. For elections of directors by the Members, the Board of Directors may appoint a nominating committee to nominate candidates for election to the Board of Directors. The nominating committee shall consist of a chairman, who shall be a director, and at least two (2) Members of the Association. The nominating committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nominations for election to the Board of Directors may also be made from the floor at any meeting at which an election is to be held. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

Section 6.3 Election and Term of Office.

- a) Election Generally; Term of Office. During the Development Period, and thereafter until the first annual meeting of Members following the termination of the Development Period, the Declarant shall be entitled to appoint and remove all members of the Board of Directors.

At the first annual meeting of Members following termination of the Development

Period, the terms of all directors appointed by the Declarant shall expire and the Members shall elect three (3) directors. Initially, one director shall be elected for a one (1) year term and two directors shall be elected for two (2) year terms. The two individuals receiving the highest number of votes shall be elected to the two-year terms and the individual receiving the next highest number of votes shall be elected for the one-year term. At each annual meeting thereafter, the Members shall elect successor directors for a term of two (2) years. As used herein, a one-year term shall mean a term commencing upon election and expiring at the next annual meeting of Members. The Members or their proxies may cast, in respect to each director position to be elected, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Directors may be elected to serve any number of consecutive terms. Despite the expiration of a director's term, the director continues to serve until the director's successor is elected and qualifies, or until there is a decrease in the number of directors.

- b) Election by Acclamation. If the number of director positions to be elected on the Board is equal to or exceeds the number of nominees, the President or chair, after ensuring that no Members wish to make further nominations from the floor, may declare that the nominees are elected by unanimous consent (acclamation).
- c) Election by Written Ballot. In the event that election of directors at the annual meeting cannot occur due to lack of quorum or otherwise, directors may be elected by written or electronic ballot pursuant to Section 4.11.

Section 6.4 Removal or Resignation. Directors appointed by Declarant may only be removed by the Declarant. Only the Declarant may fill a vacancy caused by the removal, resignation, or death of a director appointed by the Declarant.

Except for directors appointed by the Declarant (which may only be removed by the Declarant), directors may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the director, provided that the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Director. At such meeting, the Members may elect a successor for any director so removed to fill the vacancy for the remainder of the term of such director. If the Members do not elect a successor at the meeting in which the director is removed, the vacancy may thereafter be filled by the Board of Directors pursuant to Section 6.5, except that the Board of Directors may not fill the vacancy with any person that was removed as a director by the Members at such meeting of the Members. Removal of a director by the Members may not be done by the Members by written consent or written or electronic ballot in lieu of meeting of the Members.

Except for directors appointed by the Declarant (which may only be removed by the Declarant), any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board

of Directors by the remaining directors and replaced in accordance with these Bylaws.

A director may resign at any time by delivering written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, unless the notice specifies a later effective date.

Section 6.5 Vacancies. Except as otherwise provided in Section 6.4, vacancies on the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining director(s), even if the remaining director(s) constitute fewer than a quorum, so long as there is at least one remaining director. Each person so selected shall serve for the unexpired portion of the term of the vacant director position being filled.

A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the Board of Directors, so long as there are at least three (3) directors on the Board at the time of the decision or action. However, nothing herein shall be construed as precluding the remaining directors from filling a vacancy on the Board, even if there are less than three (3) remaining directors.

Section 6.6 Meetings of Directors.

- a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as the Board shall fix.
- b) Regular meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.
- c) Special meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) directors, after not less than two (2) days' notice is given to each director in any manner permitted by Section 5.1, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.
- d) Executive session. The Board may hold executive sessions in a regular or special meeting from which others are excluded. A motion to go into executive session shall indicate the nature of the business of the executive session. No formal or binding action may be taken in executive session and no minutes shall be taken. An executive session may be held, without limitation, to:
 - i. Consult with the Association's lawyers concerning legal matters;
 - ii. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;

- iii. Discuss labor or personnel matters;
- iv. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
- v. Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 6.7 Participation by Telecommunications. Any director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other at the same time.

Section 6.8 Quorum. A majority of the directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6.9 Action. Every act or decision authorized by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

Section 6.10 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all directors and be included in the minutes filed with the corporate records reflecting the action taken.

Section 6.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

Section 6.12 Obligation of Confidentiality. Each director shall have a continuing obligation to keep confidential any private or privileged information made available to the director pursuant to his or her role on the Board.

Section 6.13 Powers and Duties of Board.

- a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all

powers necessary for the administration of the Association, including but not limited to, the following specifically enumerated powers:

- i. Appoint committees by resolution and to delegate the powers and duties appurtenant thereto;
 - ii. Adopt, amend and publish Rules and Regulations governing the Property and establish enforcement procedures penalties for the infraction thereof, including monetary fines which shall constitute specific assessments;
 - iii. Suspend the voting rights of a Member during any period in which the Member shall be in default in the payment of any assessment, charge, fine or other cost levied by the Association or for any other violation of the Governing Documents;
 - iv. Suspend the right to use the recreational facilities or amenities on the Common Areas and the services provided by the Association, as authorized by the Declaration;
 - v. Declare the office of a director to be vacant in the event of the death, disability, resignation, disqualification, or removal of a director;
 - vi. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties; and
 - vii. Levy and collect assessments, fines (specific assessments), and other charges, including Costs of Collection, from the Owners in accordance with the Declaration;
- b) Duties. The Board shall be responsible for all duties prescribed by the Declaration, the Act, or other South Carolina or Federal law as well as the following, without limitation:
- i. Prepare and adopt, in accordance with the Declaration, an annual budget;
 - ii. Provide for the operation, care, upkeep and maintenance of the Common Areas;
 - iii. Enforce the provisions of the Governing Documents, subject to the discretion of the Board provided in Section 6.14; and
 - iv. Obtain and carry property and liability insurance as provided in the Declaration, and pay the cost thereof and adjust claims, as appropriate.

Section 6.14 Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Governing Documents, including whether to compromise any claim for

unpaid assessments or other claims made by or against it. The Board shall not have a duty to take enforcement action if it determines, in good faith, that under the facts and circumstances presented:

- a) The Association's legal position does not justify taking any or further enforcement action;
- b) The term or provision of the Governing Documents to be enforced is, or is likely to be, construed as inconsistent with the law;
- c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- d) It is not in the Association's best interest to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances shall not prevent the Board from taking enforcement under another set of circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE 7

OFFICERS

Section 7.1 Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 7.2 Appointment and Term. The Board shall appoint the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

Section 7.3 Removal or Resignation of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7.5 Powers and Duties of Officers. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for

preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 7.6 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

Section 7.7 Compensation of Officers. No officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE 8

ADMINISTRATION

Section 8.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by an officer or by such other person or persons as the Board may designate by resolution.

Section 8.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all directors, officers and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

Section 8.3 Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 6.13(b).

ARTICLE 9

ACCOUNTING AND FINANCIAL MATTERS

Section 9.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 9.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

Section 9.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole

discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 9.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE 10 **COMMITTEES**

Section 10.1 Committees. The Board of Directors may appoint a nominating committee as provided in these Bylaws. The Board of Directors may appoint members to the Architectural Review Committee to the extent permitted by the Declaration. The Board of Directors may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Any such committee, and the committee members, shall serve at the pleasure of the Board of Directors and shall be chaired by a member of the Board of Directors.

ARTICLE 11 **BOOKS AND RECORDS**

Section 11.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

Section 11.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent, and according to the procedures and limitations, prescribed by the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE 12 **INDEMNIFICATION**

Section 12.1 Indemnification. The Association shall indemnify, defend and hold harmless the Association's directors and officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the directors and officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such directors, officers, or representatives may have or hereafter acquire. The Association shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the director or officer complies with the terms of the Act.

ARTICLE 13

MISCELLANEOUS

Section 13.1 Corporate Seal. The Association may have a seal in circular form having within its circumference the name of the Association.

Section 13.2 Amendments.

- a) By Declarant. During the Development Period, the Declarant may amend these Bylaws without the consent of the Members, their mortgagees, or the Association.
- b) By the Members. These Bylaws may also be amended by the affirmative vote of at least 51% of the total eligible votes in the Association.
- c) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 13.3 Conflicts.

- a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- b) With the Act. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 13.4 Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

[Signature page to follow]

IN WITNESS WHEREOF, Whitney Lake Townhome Association, Inc. has caused these Bylaws of the Association to be adopted and by its duly authorized officers set its hand and seal this 13th day of August, 20 25.

SIGNED, SEALED, AND DELIVERED:

WITNESSES:

[Signature]
(witness #1)

[Signature]
(witness #2)

**WHITNEY LAKE TOWNHOME
ASSOCIATION, INC.**

By: [Signature] (L.S.)

Print Name: JASON LONG

Its (Title): BOARD PRESIDENT

STATE OF Georgia)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, Rebecca Smith, a Notary Public for the State of Georgia, do hereby certify that Whitney Lake Townhome Association, Inc., by Jason Long, its duly authorized officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 13 day of August, 20 25.



[Signature]
My Commission Expires: 04/03/2028

EXHIBIT D: ARBITRATION PROCEDURE

1. Arbitration Generally. Any matter subject to arbitration under this Declaration (a "Dispute") shall be submitted to binding arbitration in accordance with §15-48-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Arbitration Act"), unless such matter is expressly excluded by the Arbitration Act or other applicable law. The filing of a judicial action to enable the recording of a notice of pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver or breach of the right or duty to arbitrate under this provision.

2. Location, Rules and Notice. Unless otherwise agreed in writing by the parties, or as set forth below, arbitration shall occur in Charleston County, South Carolina, and in substantial accordance with the arbitration rules of the Circuit Court Alternative Dispute Resolution Rules established by the South Carolina Supreme Court from time-to-time. A party desiring arbitration shall give written notice of its demand for arbitration to the other party. The notice shall state in reasonable detail the nature of the Dispute and the provisions of the Agreement that are thought to be applicable to the Dispute (but such designation shall not limit the authority of the arbitrators to consider other provisions of the Agreement or law).

3. Arbitrators Other Than Third Arbitrator. The parties shall endeavor in good faith to agree upon one (1) mutually acceptable arbitrator. If the parties have not agreed upon a mutually acceptable arbitrator within fourteen (14) days of receipt of written notice of a demand for arbitration by a party, then arbitration shall be a panel of three arbitrators. Then, within twenty-eight (28) days of receipt of written notice of a demand for arbitration by a party, each party shall select one arbitrator and notify the other party of the name, address, and telephone number of the arbitrator selected. If a party fails to designate an arbitrator in a timely manner, then the arbitrator for that party shall be appointed in the same manner (as provided below) as for the appointment of a Third Arbitrator in a case in which the two arbitrators have been appointed but the two arbitrators are unable to agree on the Third Arbitrator. Unless agreed in writing by the parties, all arbitrators shall be licensed South Carolina attorneys who are certified as qualified arbitrators. No arbitrator shall be a person who would not reasonably be viewed as an impartial third party. Any objection to a person selected as an arbitrator shall be made in writing within seven (7) days of the date of notification to the objecting party.

4. Third Arbitrator. Within fourteen (14) days of and notification of selection of both arbitrators, the two (2) arbitrators selected shall select the Third Arbitrator. If the two selected arbitrators cannot agree on the Third Arbitrator, then either party, on

behalf of both parties, may request, in writing, such appointment by the president of the Charleston County Bar Association. In his absence or failure, refusal or inability to act within fourteen (14) days after being so requested, then either party, on behalf of both, may apply to the Court of Common Pleas, Charleston County, South Carolina, for the appointment of such Third Arbitrator. Upon the failure, refusal or inability of any arbitrator to act, his successor shall be appointed within fourteen (14) days by the party who originally appointed him, or if that party shall fail so to appoint such successor in a timely manner, then the other party shall have the right to appoint the successor. If the Third Arbitrator fails, refuses or is unable to act, his successor shall be appointed by following the procedure for selection of the Third Arbitrator set forth above.

4. Decision. The arbitrator(s) may award all remedies available at law or in equity (including specific performance). The decision of the arbitrator(s) shall be given in writing. A decision in which any two (2) arbitrators concur shall be binding, or if no two (2) arbitrators concur, then the decision of the Third Arbitrator shall be binding.

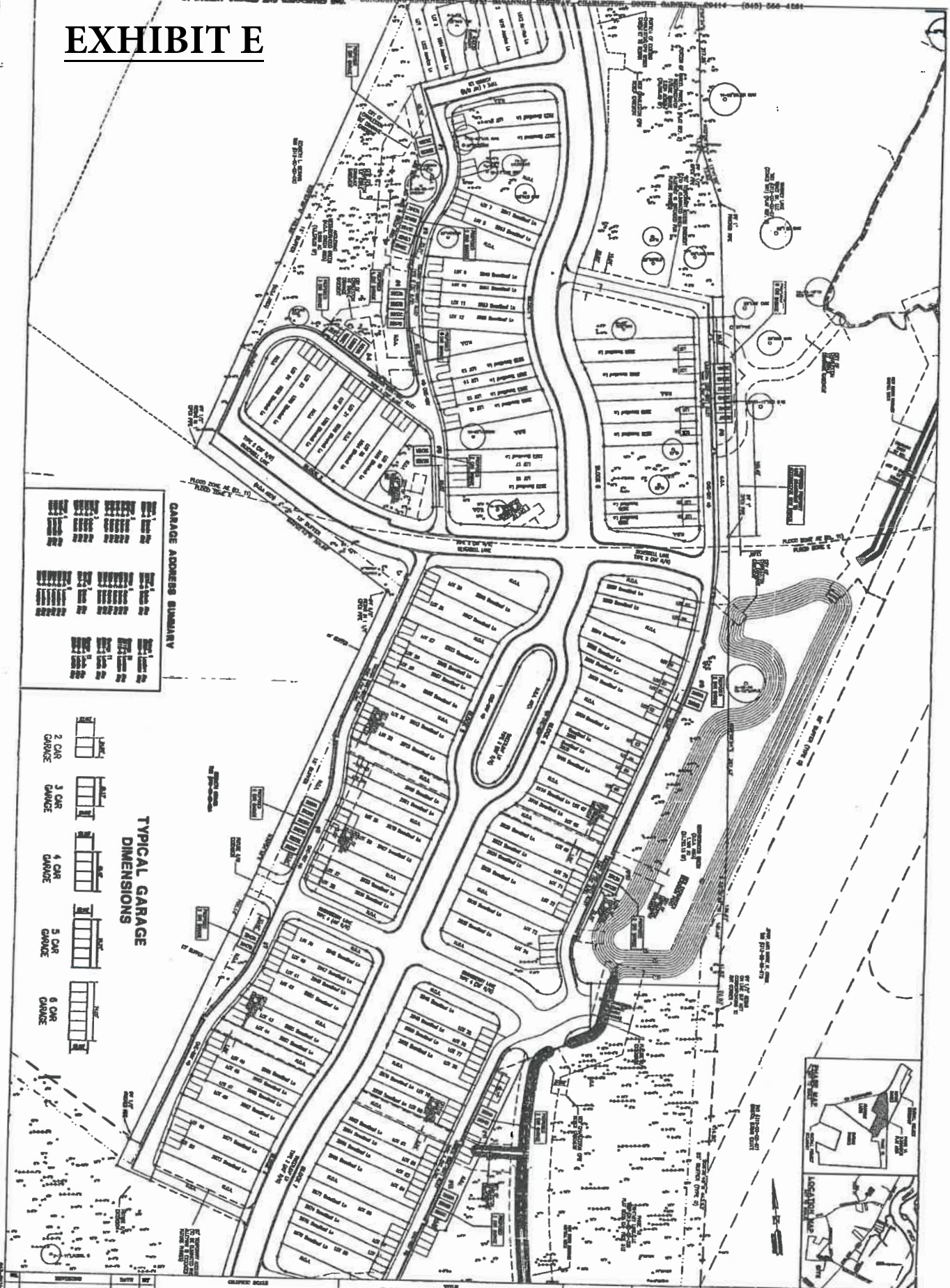
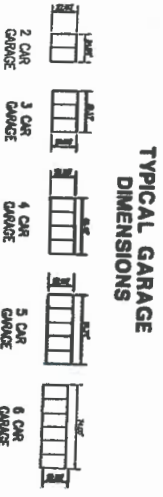
5. Fees of Arbitrators. If a single arbitrator is selected, the non-prevailing party, as determined by the arbitrator, shall be responsible for the fees and expenses of the arbitrator. If a panel of three arbitrators is selected, each party shall be responsible for the fees and expenses of the arbitrator chosen by that party, and the non-prevailing party, as determined by the arbitration, shall be responsible for the fees and expenses of the Third Arbitrator. If settlement occurs before a decision of a single arbitrator is rendered, the parties shall share equally any fees and expenses of the arbitrator incurred through settlement. If a Third Arbitrator has been appointed, and settlement occurs before a decision of the three arbitrators is rendered, the parties shall share equally any fees and expenses of the Third Arbitrator incurred through settlement.

6. Appeal or Enforcement of Arbitration Decision. Judgment upon the decision of the arbitrator(s) may be entered in any court having authority to enforce the arbitration decision. If it is necessary to seek legal action to enforce a decision of the arbitrator(s), or a decision of the arbitrator(s) is appealed to a court of law, the party prevailing in such enforcement procedure or such appeal shall be entitled to recover any reasonable legal fees and expenses incurred in such enforcement procedure or appeal.

EXHIBIT E

GARAGE ADDRESS SUMMARY

Garage	Address	Garage	Address	Garage	Address
1	101	11	111	21	211
2	102	12	112	22	212
3	103	13	113	23	213
4	104	14	114	24	214
5	105	15	115	25	215
6	106	16	116	26	216
7	107	17	117	27	217
8	108	18	118	28	218
9	109	19	119	29	219
10	110	20	210	30	310
11	111	31	311	41	411
12	112	32	312	42	412
13	113	33	313	43	413
14	114	34	314	44	414
15	115	35	315	45	415
16	116	36	316	46	416
17	117	37	317	47	417
18	118	38	318	48	418
19	119	39	319	49	419
20	210	40	410	50	510
21	211	41	411	51	511
22	212	42	412	52	512
23	213	43	413	53	513
24	214	44	414	54	514
25	215	45	415	55	515
26	216	46	416	56	516
27	217	47	417	57	517
28	218	48	418	58	518
29	219	49	419	59	519
30	310	50	510	60	610
31	311	51	511	61	611
32	312	52	512	62	612
33	313	53	513	63	613
34	314	54	514	64	614
35	315	55	515	65	615
36	316	56	516	66	616
37	317	57	517	67	617
38	318	58	518	68	618
39	319	59	519	69	619
40	410	60	610	70	710
41	411	61	611	71	711
42	412	62	612	72	712
43	413	63	613	73	713
44	414	64	614	74	714
45	415	65	615	75	715
46	416	66	616	76	716
47	417	67	617	77	717
48	418	68	618	78	718
49	419	69	619	79	719
50	510	70	710	80	810
51	511	71	711	81	811
52	512	72	712	82	812
53	513	73	713	83	813
54	514	74	714	84	814
55	515	75	715	85	815
56	516	76	716	86	816
57	517	77	717	87	817
58	518	78	718	88	818
59	519	79	719	89	819
60	610	80	810	90	910
61	611	81	811	91	911
62	612	82	812	92	912
63	613	83	813	93	913
64	614	84	814	94	914
65	615	85	815	95	915
66	616	86	816	96	916
67	617	87	817	97	917
68	618	88	818	98	918
69	619	89	819	99	919
70	710	90	910	100	1010
71	711	91	911		
72	712	92	912		
73	713	93	913		
74	714	94	914		
75	715	95	915		
76	716	96	916		
77	717	97	917		
78	718	98	918		
79	719	99	919		
80	810	100	1010		
81	811				
82	812				
83	813				
84	814				
85	815				
86	816				
87	817				
88	818				
89	819				
90	910				
91	911				
92	912				
93	913				
94	914				
95	915				
96	916				
97	917				
98	918				
99	919				
100	1010				



GARAGE LOCATION PLAN

PHASE 1A

THE GARDENS AT WESTLAKE

LOCATED ON JONES ISLAND

CHARLESTON COUNTY, SOUTH CAROLINA

G. BERRY CHURCH AND ASSOCIATES, INC.

CONSULTING ENGINEERS

1000 WEST 10TH STREET

CHARLESTON, SOUTH CAROLINA 29401

P.O. BOX 6000

(843) 566-1881

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