BP0707621

PGS:
53

Buist, Byars & Taylor, LLC
652 Coleman Blvd.
Suite 200
Mt. Pleasant, SC 29464

1022.0010

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIXSON ROW HOMES

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MIXSON ROW HOMES ("Declaration") is made this 27th day of March, 2018, by STOBO HOLDINGS, LLC, a South Carolina limited liability company ("Stobo") (Stobo is referred to herein as the "Declarant").

OVERVIEW

Declarant and Eastwood Construction, LLC ("Eastwood") are the owner of the real property described in Exhibit "A" (the "Project Land"). Declarant and Eastwood plan to develop a residential townhome community on the Project Land (the "Project") in multiple stages. The Project is part of a master development known as Mixson (the "Master Development"). Declarant desires to establish covenants, conditions, restrictions and easements for the Project to provide for the efficient administration, operation and maintenance of facilities, infrastructure, amenities and services which will benefit the Project, and Eastwood desired to join in the same and submit its portion of the Project Land to the Declaration.

Accordingly, Declarant has created a South Carolina non-profit corporation known as Mixson Row Homeowners Association, Inc., to exercise certain rights and obligations in this Declaration with respect to the Project Land, whose membership shall be comprised of the owners of residential dwellings in the Project. The owners of residential dwellings in the Project will also be members of Mixson Assembly, Inc., a South Carolina non-profit corporation, which was established by the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property dated November 3, 2017 and recorded November 6, 2017 in Book 0677, at Page 846 in the RMC Office for Charleston County, South Carolina (the "Master Declaration").

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Project Land (as hereinafter defined) shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Project Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Project Land or any part thereof.

ARTICLE 1
EXHIBITS

The following exhibits are attached to and made a part of this Declaration:

Exhibit A	Legal Description of the Project Land
Exhibit B	Development Plan for the Project

ARTICLE 2
DEFINITIONS

"Amendment(s)" mean(s) any and all amendments to this Declaration.

"ARB" means the Architectural Review Board for the Master Association established and empowered by the Master Declaration.

"Approved Builder" shall initially mean New Leaf Builders, LLC and Eastwood Construction, LLC.

"Area of Common Responsibility" shall mean and refer to the Association Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person or entity become the responsibility of the Association.

"Articles" mean the Articles of Incorporation of the Association.

"Assessment(s)" means a payment which a Residential Owner is obligated to pay to the Association as permitted or contemplated by the Association Documents.

"Association" means Mixson Row Homeowners Association, Inc.

"Association Documents" mean in the aggregate this Declaration, the Articles and Bylaws, the Master Declaration and By-laws of the Master Association, and all of the instruments and documents referred to or incorporated therein, as they may be amended from time to time.

"Association Property" means the portions of the drainage systems, facilities, personal property, equipment, rights and easements which may be deeded, leased, granted, reserved, assigned or transferred to the Association, as described in this Declaration, together with all improvements thereon and equipment, facilities and rights associated therewith.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association.

"City" means the City of North Charleston, South Carolina.

"Declarant" means Stobo Holdings, LLC, and any successor or assign to which Stobo specifically assign all or part of the rights of Declarant by an express written assignment recorded in the Public Records.

"Declaration" means this document, as it may be amended or supplemented from time to time.

"Director" means a member of the Board.

"Final Plat" means a final record plat approved by the City for a portion of the Project Land and recorded in the Public Records.

"Governmental Authorities" means the federal government, the State of South Carolina, the City of North Charleston, and any agency or instrumentality of them having jurisdiction over the Project Land or any portion thereof.

"Improvement" means any structure or improvement which is constructed, made, installed, attached, placed or developed within or upon any portion of the Project Land, including but not limited to any building, fence, wall, patio area, driveway, walkway, antenna, satellite dish, sign, mailbox, deck, or any change, alteration, addition or removal of any such structure or improvement.

"Institutional Mortgagee" means any lending institution holding an interest in a Unit pursuant to a first mortgage covering a Unit. Institutional Mortgagees shall include, but not be limited to (i) the successors and assigns of such lending institutions, (ii) any "secondary mortgage market institution" who typically purchase, insure or guaranty mortgages (such as the Federal National Mortgage Association, the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), the Department of Housing and Urban Development ("HUD"), and similar entities), (iii) Declarant, if Declarant holds a mortgage on any portion of the Project Land.

"Interest" means the rate of twelve percent (12%) per annum, provided that Interest shall not be greater than the maximum interest rate allowed by law on the specific debt or payment obligation on which such Interest accrues.

"Legal Fees" mean reasonable fees for attorney and paralegal services and court costs incurred in connection with any pending or active litigation, claims or other forms of legal action, including the collection of past due Assessments.

"Master Association" means Mixson Assembly, Inc., which has been established by the Master Declaration, which sets forth use restrictions and requirements that are applicable to the Master Development as a whole, including the Project Land and which may be subject to additional assessments.

"Master Declaration" means the document entitled Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property dated

November 3, 2017 and recorded November 6, 2017 in Book 0677, at Page 846 in the RMC Office for Charleston County, South Carolina, as it may be amended or supplemented from time to time.

"Master Development" means the entire Mixson residential community of which the Project Land is a part and which is governed by the Master Association.

"Member" means a member of the Association.

"Owner" means the owner of fee simple title to a Unit, including Declarant.

"Person" means a natural individual or any other entity with the legal right to hold title to real property.

"Project" means the residential development to be constructed upon the Project Land.

"Project Land" means the real property described on Exhibit "A".

"Public Records" means the RMC/Register of Deeds Office of Charleston County, South Carolina, or such other authorized County office in which deeds and other land records and documents are filed for public notice.

"Residential Owner" means the owner of fee simple title to a Unit (but does not include Declarant or any builder exercising Declarant rights with regard to Assessments payable to the Association during the Deficit Funding Period).

"Site Plan" means the site development plan for the Project approved by the appropriate Governmental Authorities, as such may be supplemented or amended from time to time, the current version of which is attached to this Declaration as Exhibit B.

"Total Planned Units" means the total number of Units planned for the Project by the Site Plan as may be modified from time to time with the approval of the City.

"Turnover Date" means the earlier of (i) the Turnover Date under the Master Declaration, or (ii) the date on which Declarant records in the Public Records a document relinquishing its control of the Association to the Members.

"Unit" means any plot of land within the Project, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site (whether an attached or detached dwelling), as shown on any plats for the Project, or amendments or supplements thereto, recorded in the land records for the Project where the Project is located. If a dwelling on a Unit is attached by party wall(s) to one or more other dwellings, the boundary between Units shall be a line running along the center of the party wall(s) separating the Units. The ownership of each Unit shall include the exclusive right to possession of any and all portions of the heating and air conditioning units which are appurtenant to and serve each Unit (including, but not limited to, furnaces, compressors, conduits, wires and pipes), regardless of the location of such units, and of any porch, deck, patio, sunroom or any similar

appurtenance as may be attached to a Unit when such Unit is initially constructed. The ownership of each Unit shall also include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Association Property, which shall include, without limitation, membership in the Association. The Association acknowledges and consents that certain appurtenances described above may encroach upon the Association Property, but that such encroachments are not a detriment, but rather a benefit to the Project. Consequently, such appurtenances shall be considered a part of the Unit, maintained as provided in the Declaration and allowed to encroach upon the Association Property; provided, however, no such appurtenant structure may be altered, changed or enlarged except in accordance with the ARB provisions of the Master Declaration.

ARTICLE 3
PLAN OF DEVELOPMENT OF THE PROJECT

The Project Land is part of the Master Development, which includes all facilities, infrastructure, amenities, and services that benefit the Master Development. Owners will be members in the Master Association. Each Declarant may develop the Project Land in multiple stages.

Declarant's general plan of development contemplates the construction of Units thereon and, further, that various Improvements will be constructed on other portions of the Project Land which will enhance the Project and benefit the Residential Owners, however there is no obligation imposed by this Declaration on the Declarant to build a Unit on any particular Unit or portion of the Project Land. Declarant's general plan of development further contemplates that such Units shall be whatever types of structures Declarant may choose (subject to the applicable zoning and density requirements of the applicable Governmental Authorities). Declarant's general plan of the Project is reflected by the Site Plan and may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to the Project. Declarant reserves the right to increase or decrease the number of Units reflected and/or permitted by the Site Plan as approved by the City in accordance with applicable law, and such change shall not require an amendment to this Declaration.

ARTICLE 4
ASSOCIATION PROPERTY

A. Association Property. The Association Property is for the use, enjoyment, and benefit of the Association and the Residential Owners, the residents of the Project, and their respective guests and invitees, tenants, and subject to the ordinances of the City and other applicable Governmental Authorities, and any other Person authorized to use the Association Property or any portion thereof by Declarant or the Association.

B. Residential Streets. Any portion of the Project Land shown on a Final Plat as a right of way for vehicular access, and all Improvements thereon (the "Residential Streets") shall be dedicated to the public and accepted for maintenance by the City or other applicable governmental

agency as a public right-of-way for ingress and egress to and from all portions of the Project Land. The Association shall have no responsibility for the maintenance thereof, but shall have the right, to provide supplemental maintenance together with the City or other governmental agency, as the Board may determine in its sole discretion.

C. Buffers and Landscape Areas. Any portion of the Project Land shown on a Final Plat as a landscape area, landscape easement, buffer, perimeter protective yard, or otherwise established to provide a landscaped or natural area buffer between the Units or between other portions of the Project Land and the adjacent properties ("Buffer Area") shall be used and maintained by the Association either substantially in the same fashion as constructed by Declarant, or in its natural state as required by the zoning and development regulations of the applicable Governmental Authorities.

D. Open Space Areas. Open Space Areas and any Improvements installed thereon shall be owned, used and maintained by the Master Association in substantially the same fashion as installed and constructed by Declarant and in accordance with any applicable requirements of the Governmental Authorities.

E. Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or hereinafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located thereon. Until the Turnover Date, Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Association Property. Until the Turnover Date, the decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant.

F. Private Use. Except as may otherwise be expressly provided for herein, for the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Residential Owners, their family members, guests, invitees and lessees, and any other Person authorized to use the Association Property or any portion thereof by Declarant or the Association but only in accordance with this Declaration and the laws of the City and the applicable Governmental Authorities.

G. Declarant's Rights to Use Association Property. Declarant, hereby expressly reserves the right to use the Association Property, the Units and the unsold Units in connection with the sale and marketing by Declarant of Units in the Project, including, but not limited to, the holding of sales and marketing meetings, sales promotions and related activities.

ARTICLE 5
ASSOCIATION MEMBERSHIP AND GOVERNANCE

A. Membership. Every Owner, including Declarant, of a Unit will be a Member of the Association. Ownership of a Unit will be the sole qualification for such membership. If fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is

appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

B. Voting Rights. The Association will have two (2) types of voting memberships which are as follows:

1. "Class A Members" will be Owners (including Declarant) of Units. A Class A Member will be entitled to one (1) vote for each Unit owned.

2. "Class B Members" shall be Declarant or its designated assign. The Class B Member will be entitled to three (3) times the total number of votes of the Class A Members, plus one (1) vote until the Turnover Date. Thereafter, Declarant will exercise votes only as to its Class A Memberships.

Only those Members in good standing and eligible to vote pursuant to the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of Members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof. On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect the Board.

C. Voting By Multiple Owners. When any Unit of a Class A Member is owned in the name of two or more persons, other than husband and wife (either of whose vote will bind both), by an entity, or in any other manner of joint or common ownership, the vote for such Unit or Units will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners filed in the Public Records, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

D. Association Governance by Board. The Board shall consist of three (3) members who will govern the Association. Initially, prior to the Turnover Date, the Board will consist of three (3) members appointed by the Declarant, and following the Turnover Date, the Board will consist of three (3) members elected as provided in the Bylaws.

E. Meetings and Membership Voting. Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by Members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws.

ARTICLE 6
ASSESSMENTS AND OPERATING EXPENSES;

A. Affirmative Covenant to Pay Operating Expenses. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Association Documents; and (ii) maintain, operate and preserve the Association Property for the welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Unit and Residential Owner (with the exception of Declarant and any Approved Builder the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments, including, but not limited to, the Base Assessments, Special Assessments, Individual Expense Assessments, and Working Capital Contributions. Each Residential Owner (except, if applicable, Declarant) by acceptance of a deed or other instrument of conveyance of a Unit from Declarant, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Association Documents.

B. Establishment of Liens. Any and all Assessments made by the Association in accordance with the Association Documents with Interest thereon and costs of collection (including, but not limited to, Legal Fees) are declared to be a charge and continuing lien upon each Unit and Unit against which each such Assessment is made. Each Assessment against a Unit (together with Interest thereon and costs of collection) shall be the personal obligation of the Residential Owner thereof. Said lien shall be effective only from and after the date a written, acknowledged statement of the Board setting forth the amount due to the Association as of the date the statement is signed, is recorded in the Public Records. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Where an Institutional Mortgagee obtains title to a Unit as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such Institutional Mortgagee shall not be liable for the share of Assessments pertaining to such Unit that became due prior to the acquisition of title by such Mortgagee as a result of the foreclosure or deed in lieu thereof, unless the Assessment is secured by a claim of lien for Assessments recorded prior to the recording of the applicable mortgage.

C. Amount of Base Assessment. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Association Documents. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Units by dividing the total anticipated Operating Expenses as reflected by the Budget, by the total number of Units, with the quotient thus arrived at being the "Base Assessment". The Board shall have the right to base the first Budget and all subsequent Budgets prepared during the Deficit Funding Period referred to below upon a projection of the total Operating Expenses at full build-out of the Project and to determine the Base Assessment by dividing the amount of the total anticipated Operating Expenses at full build-out by a number equal to 75% of the Total Planned Units. On any Budget, the Board shall have the right to make adjustments to the amount of the total Operating Expenses anticipated at full build-out of the Project or any component thereof, from the amounts reflected on the previous Budget. Such

adjustments shall be made based on the Board's reasonable determination of actual or potential increases or decreases in the costs associated with the services and materials covered in the Budget. Accordingly, the amount of the Base Assessment may vary from year to year during the Deficit Funding Period, as long as the Base Assessment is calculated according to the formula described in the previous sentence and the applicable Budget is ratified as provided below.

D. Special Assessment. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Association Documents, those Assessments which are levied for capital improvements which include the costs of constructing or acquiring Improvements on or for the Association Property or the costs of reconstructing or replacing such Improvements. Special Assessments shall be in addition to, and are not part of, any "Base Assessment". Any such Special Assessments assessed against Units shall be paid by the Residential Owners in addition to any other Assessments. Special Assessments shall be assessed in the same manner as the Base Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. In any fiscal year of the Association after the Turnover Date, the levying of any Special Assessment shall require the affirmative assent of at least two-thirds (2/3) of the votes held by each class of Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Any Special Assessment levied prior to the Turnover Date may be levied by the Board without the approval or consent of the Residential Owners or any other party.

E. Individual Expense Assessments. Individual Expense Assessments include any Assessment levied against a Residential Owner as a result of such Residential Owner's use, maintenance, or treatment of the Association Property or such Residential Owner's failure to comply with the Association Documents, including, but not limited to, non-compliance of Units and any other Improvements or personal property contained therein with the standards set forth in the Association Documents. The amount of the Individual Expense Assessment(s) shall be equal to the amount of any additional costs and expenses incurred by Declarant or the Association as a result of such Residential Owner's failure or refusal to comply with the Association Documents. The Individual Expense Assessment and any late charges relating thereto shall be assessed and collected and enforced in the same manner as any other Assessments hereunder as provided herein. Individual Expense Assessments shall be in addition to and not part of any other Assessment. For the purposes of this Section, the term "Residential Owner" shall also mean any such Residential Owner's family members, guests, or lessees, and such lessee's family members, or guests.

F. Working Capital Contribution. The first Residential Owner who purchases a Unit from Declarant or an Approved Builder who constructed the Unit, shall pay to the Association at the time title is conveyed to such Residential Owner a "Working Capital Contribution". The Working Capital Contribution shall be an amount equal to a two-month share of the Base Assessment. The purpose of the Working Capital Contribution is to insure that the Association will have cash available for initial startup expenses including, but not limited to Operating Expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions are not advance payments of Base Assessments and shall have no effect on future Base Assessments. Following

the initial sale of Unit to a Residential Owner, a Working Capital Contribution equal to one quarter of one (0.25%) percent of the sales price shall be paid to the Association out of any sale. The Working Capital Contribution shall be collected from any arms-length sale, but shall not apply to any transfer to a spouse, trust for the benefit of a current owner, or immediate family member.

G. Collection of Assessments. If any Residential Owner shall fail to pay any Assessment (or installment thereof) charged to such Residential Owner within fifteen (15) days after the same becomes due, then the Association shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments levied on the applicable Unit for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Residential Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Residential Owner(s) is liable to the Association. The amount of any funds so advanced, together with Interest and all costs of collection thereof (including, but not limited to, Legal Fees), may be collected by the Association and such advance by the Association shall not waive the Residential Owner's default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of One Hundred Twenty-Five Dollars ($125.00) by the Association to defray additional collection costs.

H. Collection by Declarant. If for any reason the Association shall fail to collect the Assessments, then prior to the Turnover Date, Declarant shall have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments (and if applicable, any such sums advanced by Declarant); using the remedies available to the Association against a Residential Owner as set forth above, all of which remedies are hereby declared to be available to Declarant.

I. Payments by Declarant and Institutional Mortgagees. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Units. Declarant and any Institutional Mortgagees shall also have the right, but not the obligation, jointly or singly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association when overdue and when lapses in policies or services may occur. Declarant and any Institutional

Mortgagees paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection. The Association shall execute an instrument in recordable form evidencing the Association's obligation to make such immediate reimbursement and deliver the original of such instrument to each party who is so entitled to reimbursement.

J. Rental and Receiver. If a Residential Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court, in its discretion, may require the Residential Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

K. Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

L. Certificate of Payment. Within fifteen (15) days after written request by any Residential Owner or any Institutional Mortgagee, the Association shall provide the requesting party a written certificate as to whether or not the Residential Owner of the Unit is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration. Any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Unit shall be protected thereby.

M. Application of Payments. Any payments made to the Association by any Residential Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other moneys owed to the Association by the Residential Owner and/or for the enforcement of its lien; next towards Interest on any Assessments or other moneys due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

N. Assessment Payments. The Base Assessments shall be payable in advance in monthly, quarterly, annual or semi-annual installments with the due dates being established by the Board.

O. Liability of Residential Owners for Individual Assessments. By the acceptance of a deed or other instrument of conveyance of a Unit in the Project, each Residential Owner thereof acknowledges that the Residential Owners are jointly and severally liable for their own Base Assessment and their applicable portion of any Special Assessments as well as for all Individual Expense Assessments and Neighborhood Assessments for which they are liable (with the exception of Declarant so long as Declarant pays the Deficit). Such Residential Owners further recognize and covenant that they are jointly and severally liable with all Residential Owners (except for Declarant during the Deficit Funding Period) for the payment of Operating Expenses. Each Residential Owner, recognizes and agrees that if other Residential Owners fail or refuse to pay their Assessments or any portion thereof, then the remaining Residential Owners may be

responsible for increased Base Assessments or a Special Assessment or other Assessments levied as a result of such nonpayment. Any such increased Base Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments in accordance with the Association Documents.

P. Operating Expenses. The Assessments for Operating Expenses are payable by each Residential Owner to the Association notwithstanding the fact that Declarant may not have yet conveyed title to the Association Property to the Association. Operating Expenses shall include the cost of all items or expenses benefiting the Association, the Association Property, the Project, the Units, and the Residential Owners, as determined to be an appropriate item of Operating Expense by the Board. Operating Expenses include, but are not limited to, the following expenses, costs, fees and charges:

1. Taxes. Any and all taxes levied or assessed at any and all times by any and all taxing authorities against the Association Property and against any and all personal property and Improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

2. Utility Charges. All charges levied for utilities providing services for the Association Property whether supplied by a private or public firm, including (but not limited to) all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

3. Insurance. The premiums on any policy or policies of insurance required to be maintained by the Association under this Declaration and the premiums on any policy or policies the Association determines to maintain even if not required to be maintained by the specific terms of this Declaration.

4. Destruction of Buildings or Improvements on the Association Property. Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building upon the Association Property by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance shall be Operating Expenses. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Operating Expenses but shall be raised by the Association under the provisions for Special Assessments and subject to the limitations therein set forth with respect to Special Assessments.

5. Maintenance, Repair and Replacements. All expenses necessary to keep and maintain, repair and replace any and all buildings, other Improvements, personal property and furniture, fixtures and equipment upon the Association Property, including landscaping, lawn and sprinkler service, in a manner consistent with the standards and requirements in the Association Documents and in compliance with the requirements and regulations of all applicable Governmental Authorities having jurisdiction over the Project.

6. Additional or Offsite Maintenance. The expenses of any additional maintenance that the Board elects to provide in order to enhance the overall appearance of the Project for or on any property or Improvements located within or outside of the Project, if

permitted by the owner of such property or the Governmental Authority responsible for maintaining same.

7. Indemnification. The costs of fulfilling the covenant of indemnification in Section G of Article 15.

8. Administrative and Operational Expenses. The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees, and the costs of retaining a management company, as necessary to carry out the obligations and covenants of the Association.

9. Compliance with Laws. The cost and expense of the Association's compliance with all applicable laws, statutes, ordinances and regulations of any Governmental Authority, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions, environmental conditions, and fire hazards.

10. Non-Payment of Base Assessments. Funds needed for Operating Expenses due to the failure or refusal of Residential Owners to pay the Assessments levied. Provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Residential Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment.

11. Costs of Reserves. The funds necessary to establish an adequate reserve fund ("Reserve") for periodic maintenance, repair, and replacement of the Association Property (if any), in amounts determined sufficient and appropriate by the Board from time to time. Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Residential Owner shall have any interest, claim or right to such Reserves. Based upon the Area of Common Responsibility set forth in this Declaration, no Reserves shall initially be required, but may be required in the future as determined by the Board.

12. Miscellaneous Expenses. The cost of all items or costs or expenses pertaining to or for the benefit of the Association, the Association Property, the Units, the Units, the Project, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

13. Legal Action against Declarant. Legal expenses incurred by the Association to begin legal proceedings against Declarant shall be deemed an Operating Expense, which is properly the subject of a Special Assessment and not the subject of a regular Base Assessment.

ARTICLE 7
INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverage subject to the following provisions, and the cost of the premiums therefore shall be a part of the Operating Expenses:

A. Casualty Insurance. Property and casualty insurance naming Declarant as an additional named insured for so long as Declarant owns any portion of the Project Land, in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which is owned, or to be owned, by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to the Project in construction, location and use. If insurance proceeds are payable to the Association as a result of casualty and the Association is obligated or elects to repair or reconstruct the Improvements damaged or destroyed by such casualty, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in the City, for the purpose of providing a fund for the repair and reconstruction of the damage.

B. Public Liability Insurance. A comprehensive policy of public liability insurance naming Declarant as an additional named insured until Declarant's ownership of any portion of the Project Land ceases, insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000) for damages incurred or claimed by any one person for any one occurrence; not less than One Million Dollars ($1,000,000) for damages incurred or claimed for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000) property damage per occurrence with no separate limits stated for the number of claims.

C. Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all other who handle and are responsible for handling funds of the Association may be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

D. Other Insurance. Such other forms of insurance and in such coverage amounts as the Association shall determine to be required or beneficial for the protection or preservation of the Association Property and any improvements now or hereafter located thereon or in the best interests of the Association.

E. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association.

F. Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the same in a manner consistent with the original construction or such other plans and

specifications as are approved in accordance with Article 9.

G. Condemnation. In the event the Association receives any award or payment arising from the taking of any Association Property owned in fee or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and Improvements thereon to the extent deemed advisable by the Association and the remaining balance thereof, if any, shall be allocated or applied as determined by the Board.

ARTICLE 8
EASEMENTS

A. Recognition of Existing Easements. Each Residential Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Project Land under this Declaration.

B. Reservation and Establishments of Easements. In addition to the easements set forth and specifically granted and referred to in other provisions of this Declaration, this Declaration hereby creates and establishes the following perpetual easements over and across the Project Land as covenants running with the Project Land for the benefit of the Residential Owners, the Association, Declarant, and other Persons as hereinafter specified for the following purposes:

1. Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any Governmental Authority or private utility company or other Person, upon, over, under, and across all of the Association Property in accordance with this Declaration; as shown on the Site Plan or a Final Plat; and other such easement areas recited in any Supplement for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, the Project Drainage System, and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board, provided, however, that for as long as the Declarant owns any of the Project Land primarily for the purpose of development and sale, the Board must obtain the written approval of Declarant prior to granting and accepting any such easements. To the extent practical, in Declarant's sole discretion, all utility lines and facilities serving the Project and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or Person, with respect to the portions of the Project Land so encumbered, to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, to cut and remove any trees, bushes, or shrubbery, to grade, excavate, or fill, or to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

2. Easement for Encroachment. If (i) any Improvements which are constructed as Association Property or upon Association Property, or (ii) any Improvements which are specifically constructed upon a Unit (subject to the limitation describe below), encroach upon a Unit because of the placement, construction, reconstruction, repair, movement, settling or shifting of such Improvements, and such Improvements have been constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist so long as the encroachment remains, provided, however, that in no event shall such an easement exist for willful encroachments. This easement shall only apply to Improvements upon a Unit which constitute completed building Improvements which do not encroach more than three (3) feet into or upon an adjacent Unit, and shall not include fences, walls, patios, antennas, driveways, walkways, sign, mailboxes, pools, tennis courts, landscaping or other structures or Improvements which are not a completed building Improvement. If any Unit Improvement of the type described in the foregoing sentence encroaches upon the Association Property as a result of construction, reconstruction, repair, shifting, settlement or movement of the subject Unit Improvements, and such Improvements have been constructed, reconstructed or repaired in accordance with the provisions of this Declaration, an easement for the encroachment and for its maintenance shall exist so long as the encroachment remains, provided, however, that in no event shall such an easement exist for willful encroachments.

3. Easement to Enter Upon Units. An easement or easements for ingress and egress in favor of Declarant, the ARB, the Association, including the Board or the designee of the Board, to enter upon the Units for the purposes of inspecting any construction, proposed construction of Improvements, or fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Association Documents, including the making of such repairs, maintenance or reconstruction as are necessary for the Association Property or any Unit.

4. Easement Over Association Property. An easement of use and enjoyment in favor of all Residential Owners, their family members, guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Unit and Unit, subject to the following:

i. the right of the Association to suspend the voting rights and rights to use the Association Property of any Residential Owner for any period during which Assessments against his Unit remain unpaid;

ii. the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Residential Development;

iii. all provisions set forth in the Association Documents, including the easements granted and reserved in this Declaration.

iv. Declarant's right to add Additional Land to this Declaration and the rights to grant easements for the benefit of any such Additional Land added to this Declaration.

5. Sale and Development Easement. An easement in favor of Declarant over, upon, across and under the Project Land as may be reasonably required in connection with the development, construction, sale and promotion, or leasing, of any Unit within the Project or within any other property owned by Declarant, provided that no such easement shall be located within or upon any Unit and shall not materially adversely impair or diminish any Residential Owner's use or enjoyment of such Residential Owner's Unit.

6. Maintenance Easements. If any Unit is located closer than five (5) feet from its Unit line or if any utility lines or facilities exclusively serving a Unit are located in whole or in part on an adjoining Unit, the Residential Owner of said Unit shall have a perpetual access easement over the adjoining Unit to (i) repair, maintain, perform, paint, or reconstruct his Unit, and (ii) to repair, maintain, replace, and inspect any utility lines or facilities serving his Unit. Within said easement area no fence or vegetation shall be located.

7. Blanket Easement. An easement is hereby reserved in favor of the Declarant, the Approved Builders and the Association over the Units and Association Property for the installation, operation, inspection, and maintenance of landscaping, a common cable television system, a common sprinkler system, entrance sign or features, or any other item for the common enjoyment and benefit of the Residential Owners. No Residential Owner shall damage, destroy, alter or otherwise disrupt any of such items so installed. Each Residential Owner shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any of such items which are damaged or destroyed the acts of such Residential Owner, his family, his guests or invitees.

8. Additional Easements. Declarant (until the Turnover Date) and the Association, on their behalf and on behalf of all Residential Owners, each shall have the right to (i) grant additional easements over, upon, under and/or across the Association Property in favor of Declarant or any Person, entity, Governmental Authority or utility company, or modify, relocate, abandon or terminate existing easements benefiting or affecting the Project Land. In connection with the grant, modification, relocation, abandonment or termination of any easement and after proper governmental approval, Declarant reserves the right to relocate roads, parking areas, utility lines, and other Improvements upon or serving the Project Land. So long as the foregoing will not adversely interfere with the use of Units for dwelling purposes, no consent of any Residential Owner or any mortgagee of any Unit shall be required or only the consent of the Residential Owners and Institutional Mortgagees adversely affected shall be required. To the extent required, all Residential Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in-fact for the foregoing purposes.

9. Easement to Inspect and Right to Correct. Declarant reserves for itself, the Approved Builders and others it may designate, the right to inspect, monitor, test, redesign and correct any structure, improvement or condition that may exist on any portion of the Property, including Units, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise that right. Except in an emergency, entry onto Unit shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the consent of the Owner. The person exercising this easement shall promptly repair, at that person's own expense, any damage resulting from such exercise.

C. Assignments. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any Governmental Authority, or any duly licensed or franchised public utility, or any other designee of Declarant. The Residential Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Project Land or portions thereof in accordance with the provisions of this Declaration.

Except as may be expressly provided otherwise, all easement rights reserved or granted to Declarant shall terminate upon Declarant no longer owning any portion or interest in the Project Land for sale in the ordinary course of business. In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE 9
MAINTENANCE AND REPAIR

A. By the Association. Except as otherwise specifically set forth herein, the responsibility of the Association is to inspect, operate, repair, maintain and replace any and all Improvements located on the Association Property commencing with the completion of such Improvements by Declarant. The Improvements shall be maintained in the same condition as originally constructed by Declarant subject to reasonable and customary wear and tear. If any damage or destruction occurs to the Association Property or to the Improvements and facilities located thereon by fire, storms, acts of God, acts of government, acts of third parties or other calamity, the Association shall be required to rebuild such improvements and facilities as quickly as practicable.

The Association shall also have the right, but not the obligation, to maintain and keep in good repair the Area of Common Responsibility which shall be deemed to include the following: (a) annual pressure washing of exterior surfaces of the Units, and (b) mowing and maintenance of all common area landscaping within the Project (except for grass enclosed within fences and/or structures on the Unit). Upon resolution of the Board of Directors and approval of a Majority of the Residential Owners, the Association may assume responsibility for providing additional exterior maintenance of a Unit.

B. By the Residential Owners.

1. Units. Unless otherwise undertaken by the Association in accordance with Section A above, Each Residential Owner shall maintain his Unit and all Improvements and personal property upon his Unit in good condition at all times. The exterior of all Units including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in good condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other Units, and no excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted. No Residential Owner shall change the exterior color of his Unit without the

consent of the ARB. All sidewalks, driveways and parking areas within the Residential Owner's Unit or serving the Residential Owner's Unit shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. In addition, the Owner shall maintain all pipes, lines, ducts, conduits or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer and air conditioning pipes, lines, ducts, conduits and other apparatus serving only the Unit). Such maintenance shall be performed in a manner consistent with this Declaration, the ARB standards, the Master Declaration and Master ARB standards, and all applicable regulations of Governmental Authorities. Any maintenance, which involves an exterior change, including, without limitation, repainting of the exterior of improvements in a different color, shall require prior approval of the Board or its designee pursuant to this Declaration, in addition to approval of the ARB.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant (including, but not limited to, landscaping of Common Property) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association, even if the Association accepts the maintenance or repair.

Each Owner shall be obligated:

a. to perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units;

b. to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

c. not to make any alterations in the portions of the Unit which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or do anything with respect to the exterior or interior of the Unit which would or might jeopardize or impair the safety or soundness of any Unit, without first obtaining the written consent of the Board and all Unit Owners and Mortgagees of the Units affected, and each Owner shall also be obligated not to impair any easement without first obtaining written consent of the Association and of the Unit Owner or Owners and their Mortgagees for whose benefit such easement exists.

C. Association's Right to Perform Maintenance. If a Residential Owner fails to maintain his Unit in accordance with this Declaration, the Association shall have the right, but not the obligation, upon fifteen (15) days written notice to the Residential Owner, to enter upon the Unit for the purpose of performing the maintenance and/or repairs described in such notice to the Residential Owner, as applicable. Provided, however, if the maintenance or repair is necessitated due to an emergency, the Association shall have the right to perform the maintenance and/ or repairs upon 24 hours advance written notice. The cost of performing such maintenance and/or

repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against the Residential Owner as an Individual Expense Assessment.

D. Measures Related to Insurance Coverage.

1. The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Community that are the maintenance responsibility of the Unit Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage to any improvements located in the Community, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonably require, so long as the cost of such work does not exceed Five Hundred Dollars ($500.00) per Unit in any twelve (12) month period.

2. In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to Section 4(a) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit and shall be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section 4(a) above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

3. Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Property in connection with or in anticipation of any potential or pending claim, demand or litigation involving that design or construction unless Declarant and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the applicable Owner to discuss the Owner's concerns and conduct their own inspection of the alleged defects.

E. Party Walls and Party Fences.

1. General Rules of Law to Apply. Each wall or fence built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and fences and liability for property damage

due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

3. Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 10
ARCHITECTURAL CONTROL

"ARB" shall mean the architectural review board as established and empowered by the Master Declaration, and shall function as detailed therein.

ARTICLE 11
USE RESTRICTIONS

For purposes of this Article 11, unless the context otherwise requires, Residential Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Residential Owner, and any other permitted occupants of a Unit. In addition to any other restrictions set forth in this Declaration, all the Units shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant as provided in this Article and elsewhere in this Declaration.

A. Residential Use. The Units shall be for single-family residential use only, and no Unit shall be occupied by more than One (1) Family. For the purposes of this section, "Family" is defined as: An individual; or one (1) or more persons related by blood or marriage with any number of natural children, foster children, stepchildren or adopted children, plus not more than two (2) unrelated persons living together as a single housekeeping unit; or a group of not more than three (3) persons not related by blood, marriage, adoption, or guardianship, living together as a single housekeeping unit (for Units with less than three separate bedrooms, this number shall be reduced from three to the corresponding number of separate bedrooms in the Unit).No trade, business, profession or commercial occupation or activity may be carried on in the Project without the consent of the Board except for such occupation or activity permitted to be carried on by

Declarant or as is expressly permitted below. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Project.

B. Non-Residential Activities or Uses. No trade, business, profession or commercial activity, or any other non residential use shall be conducted on the Project Land or within any Unit without the consent of the Board except that a Residential Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Project Land; (iii) the business activity does not involve door-to-door solicitation of residents noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the character of the Project, and does not constitute a nuisance, a hazardous or offensive use, or a threat to the security or safety of others, (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Project which is beyond the level of traffic and vehicular parking that occurs in residential developments similar to the Project, as the Board determines in its sole discretion. The foregoing limitations shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities, provided that such activities may not be held on any one Unit more than once in any three-month period and, when held, may not exceed three consecutive days in duration. The foregoing shall not prohibit a Residential Owner from leasing his Unit.

C. Nuisances. No obnoxious or offensive activity shall be carried on about the Units or in or about any Improvements, Units, or on any portion of the Project Land nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Residential Owner. No use or practice shall be allowed in or around the Units which is a source of annoyance to Residential Owners or occupants of Units or which interferes with the peaceful possession or proper use of the Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Units.

D. Outside Storage of Personal Property. The personal property of any Residential Owner shall be kept inside the Residential Owner's Unit or a fenced-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Unit and must be neat appearing and in good conditions.

E. Parking and Vehicular Restrictions. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, passenger trucks and other vehicles manufactured and used as private passenger vehicles, may be parked within the Project overnight without the prior written consent of the Board, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck (other than private passenger trucks), recreational vehicle, camper, trailer, aircraft, motorcycle, or vehicle other than a private passenger vehicle as specified above, may be parked or stored outside of a Unit overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the Board. Provided, however, automobiles owned by governmental law

enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Project. All vehicles parked within the Project must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Project outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Project Land. All-terrain vehicles, and the like are not permitted to be operated within the Project or parked overnight outside of an enclosed garage, except with the prior written consent of the Board which may be withdrawn at any time. Any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Project

F. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Residential Owner or occupant of the Project. Residential Owners shall observe and obey all valid laws, zoning ordinances and regulations of all Governmental Authorities. Violations of laws, orders, rules, regulations or requirements of any Governmental Authority, relating to any Unit shall be corrected by, and at the sole expense of the Residential Owner of the Unit.

G. Trash and Other Materials. Each Residential Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Unit, and no Residential Owner or resident shall place or dump any garbage, trash, refuse, rubbish or other materials on any other portions of the Project Land. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Unit in order to be collected may be placed and kept at the front of the Unit after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Unit or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

H. Temporary Buildings; Accessory Buildings. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Project Land except in connection with construction, development, leasing or sales activities permitted by the ARB or performed by Declarant. No temporary structure may be used as a Unit. No garden shed, storage shed, out-building, or other permanent structures that are detached from the Unit shall be constructed or placed upon the Project Land.

I. Animals and Pets. Only common domesticated household pets may be kept on any Unit or in a Unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Project Land. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. The Board shall have the right to forbid or prohibit certain breeds or types of animals.

Any pet must not be an unreasonable nuisance or annoyance to other residents on the Project Land. The Board may adopt rules and regulations concerning animals which are more restrictive than the provisions of this Declaration including rules requiring that all animals be kept on a leash when on the Association Property or outside a fenced yard and that animals be restricted to designated areas within the Association Property and that Residential Owners are responsible for cleaning up any mess that a pet created within any Unit or the Association Property. The Board may require any pet to be immediately and permanently removed from the Project due to a violation of this Section. Each Residential Owner who keeps or intends to keep a pet agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from he or she having any animal on the Project Land.

J. Additions and Alterations. No Unit shall be enlarged by any addition thereto or to any part thereof, and no Residential Owner shall make any improvement, addition, or alteration to the exterior of his Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Unit or re-roofing with shingles of a different color or material, without the prior written approval of the ARB, which approval may be withheld for purely aesthetic reasons.

K. Increase in Insurance Rates. No Residential Owner may engage in any action that may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Project Land not owned by such Residential Owner.

L. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. No air-conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Unit.

M. Clotheslines and outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by Governmental Authorities for energy conservation purposes, in which event the ARB shall have the right to approve the portions of any Unit used for outdoor clothes-drying purposes and the types of devices to be employed, which approval must be in writing

N. Outside Antennas and Satellite Dishes. No Residential Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment unless: (i) such apparatus is two (2) feet or less in diameter, (ii) the apparatus is screened from public view and located behind the Unit either in the rear yard or affixed to the rear roof, (iii) the apparatus is not visible while standing at any point along the property boundary line in front of the house that abuts or is adjacent to a street, right-of-way or sidewalk, and (iv) the ARB has approved the apparatus, its location and the type of screening.

O. Flagpoles. No Residential Owner may erect or install a flagpole or decorative banner on any portion of a Unit, including freestanding detached flagpoles or banners, and those that are attached to a Unit, without the prior written approval of the ARB.

P. Garbage Containers, Oil & Gas Tanks, Pool Equipment. All garbage and refuse containers, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ARB so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

Q. Signs. Except for signs placed or constructed by Declarant, no signs shall be placed upon any Unit, and no signs shall be placed in or upon any Unit which are visible from the exterior of the Unit, without the prior written consent of the ARB. For a detailed description of approved sign designs, please refer to the Carolina Bay Architectural Design Standards, as published by the Carolina Bay Architectural Review Board.

R. Mailboxes. No mailboxes are permitted without the consent of the ARB, except for mailboxes that are identical to mailboxes originally provided for the Units by Declarant.

S. Surface Water Management. No Residential Owner or any other person shall do anything to adversely affect the Project Drainage System and the general surface water management and drainage of the Project Land, without the prior written approval of the ARB and any controlling Governmental Authority, including, but not limited to, the excavation or filling in of any Unit. Provided, however, the foregoing shall not be deemed to prohibit or restrict the initial construction of Improvements upon the Project Land by Declarant in accordance with permits issued by controlling Governmental Authorities. In particular, no Residential Owner shall install any landscaping or place any fill on the Residential Owner's Unit which would adversely affect the drainage of any contiguous Unit. No structures, trees or shrubs shall be placed on any utility easements or any portion of the Project Drainage System (including drainage easements on the Units), except by Declarant, without the prior written consent of the ARB and the applicable Governmental Authorities and utility providers.

T. Damage and Destruction. If any Improvement contiguous with a Unit is damaged or destroyed by casualty or for any other reason, the Residential Owner of the Unit shall repair and restore the damaged Improvement as soon as is reasonably practical to the same condition that the Improvement was in prior to such damage or destruction, unless otherwise approved by the ARB.

U. Subdivision and Partition. No Unit on the Residential Land shall be subdivided without the ARB's prior written consent except by Declarant.

V. Construction. All construction, landscaping or other work which has been commenced on any Unit shall be continued with reasonable diligence to completion and no partially completed Unit or other Improvement shall be permitted to exist on any Unit, except during such reasonable time period as is necessary for completion. The Residential Owner of each Unit shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on the subject Residential Owner's Unit.

W. Septic Tanks; Wells. No septic tank shall be installed, used or maintained on any Unit. No well shall be installed, used or maintained on any Unit for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the Unit, which mains furnish domestic water from sources beyond the boundaries of the Unit. No Residential Owner shall be permitted to use water from the Ponds for irrigation or for any other purpose whatsoever.

X. Certain Rights of Declarant. The provisions, restrictions, terms and conditions of this Article 11 shall not apply to Declarant.

ARTICLE 12
ADDITONAL LAND; WITHDRAWAL; BOUNDARY ADJUSTMENTS

A. Additional Land. Prior to the Turnover Date, Declarant shall have the right, without the approval or joinder of the Association, the Residential Owners or any other Person, to bring under the provisions of this Declaration and thereby add to the Project, any real property owned or acquired by Declarant which is contiguous to the Project Land or which is contiguous with a public or private street adjacent to the Project Land (all of which is herein referred to as "Additional Land"), provided that the annexation of such Additional Land is for the purposes of reflecting changes or modifications to the Site Plan which have been approved by the City and other applicable Governmental Authorities, by recording a supplemental declaration "Supplement"). The Supplement may contain such complementary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the Additional Land being subjected to this Declaration and as are not inconsistent with the general scheme of this Declaration, including the right to grant or reserve easements for the benefit of such Additional Land. To the extent that any Additional Land is made part of the Project, reference herein to the Project Land shall be deemed to include such Additional Land. Declarant is not obligated to add to the Project, to develop any Additional Land under a common scheme, or be prohibited from changing development plans with respect to future portions of the Project comprised of any Additional Land. All Residential Owners by acceptance of a deed to their Units, consent to any change, rezoning or addition made by Declarant and shall evidence such consent in writing if requested to do so by Declarant at any time without obviating the effect of this provision.

B. Association Property within Additional Land. If any Additional Land is subjected to this Declaration as permitted by this Declaration, any Association Property located within such newly annexed portion of the Project Land shall be conveyed to the Association as provided in Article 4.

C. HUD/VA Approval. If prior to the Turnover Date, the Project is subject to any requirements of VA, FHA, the Federal Home Loan Mortgage Corporation or any other governmental or quasi-governmental agency that insures, guaranties, or purchases mortgages, which requirements make the annexation of any Additional Land subject to the approval of such agency, then the annexation of any such Additional Land will require the prior approval of such agency.

D. Withdrawal.

1. General. Prior to the Turnover Date, Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person (except if applicable, any applicable consent required as provided above) for the purpose of removing certain portions of the Project Land then owned by Declarant from the provisions of this Declaration to the extent that such real property was included originally in error, or as a result of changes in the Site Plan for the Project approved by the City.

ARTICLE 13
ENFORCEMENT; NON-MONETARY DEFAULTS; ASSOCIATION REMEDIES

A. Enforcement. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any portion of the Project Land), the Association, any Residential Owner, and any Institutional Mortgagee holding a mortgage on any portion of the Project Land, in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any Person violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. All rights, remedies and privileges granted to the parties entitled to enforce the covenants, restrictions and provisions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude a party entitled to enforce the provisions of this Declaration from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

B. Non-Monetary Defaults. In the event of a violation by any Residential Owner or any tenant of a Residential Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Residential Owner and any tenant of the Residential Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Residential Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association or if any similar violation is thereafter repeated, the Association may, at its option:

2. Impose a fine against the Residential Owner or tenant as provided in this Article; and/or

3. Commence an action to enforce the performance on the part of the Residential Owner or tenant, or for such equitable relief as may be necessary under the circumstances,

including injunctive relief; and/or

4. Commence an action to recover damages; and/or

5. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, Improvement or change which has not been approved by the "ARB" or erected in accordance with the ARB's approval (as herein defined), or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable Legal Fees, shall be assessed against the applicable Residential Owner as an Individual Expense Assessment. The Association shall have a lien for any such Individual Expense Assessment and any associated Interest, costs or expenses, including Legal Fees, and may take such action to collect such Assessment or foreclose said lien in the manner of any other Assessment as provided in this Declaration. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records or applicable court of jurisdiction.

C. Fines. The amount of any fine shall be determined by the Board, and shall not exceed any amount mandated by applicable law, if any. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine. Any fine levied against a Residential Owner shall be deemed an Individual Expense Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable.

D. Negligence. A Residential Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Association Property.

E. Responsibility for Occupants, Tenants, Guests, and Invitees. Each Residential Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, and for all guests and invitees of the Residential Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Association Property, or any liability to the Association, the Residential Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Articles, or the Bylaws, by any resident of any Unit, or any guest or invitee of a Residential Owner or any resident of a Unit, shall also be deemed a violation by the Residential Owner, and shall subject the Residential Owner to the same liability as if the violation was that of the Residential Owner.

F. Eviction of Tenants, Occupants, Guests, and Invitees. To the extent permitted by applicable law, if any tenant or any person present in any Unit other than a Residential Owner and the members of his immediate family permanently residing in the Unit, shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to other residents of the Project, or shall willfully damage or destroy any Association Property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Project Land. If such person does not immediately leave the Project Land, the Association is authorized to commence an action to evict such tenant or compel the Person to leave the Project Land and, where necessary, to enjoin such person from returning. The expense of any such action, including Legal Fees, may be assessed against the applicable Residential Owner as an Individual Expense Assessment, and the Association may collect such Assessment and have the same lien rights as for other Assessments provided for herein. The foregoing shall be in addition to any other remedy of the Association. The Association shall provide notice to the Residential Owner of a leased Unit concurrently with any notices sent to the tenant of such Unit pursuant to this Section. The right of eviction provided for in this Section shall be inserted in every lease, but the omissions from the lease agreement of such right shall not affect the right to evict as set forth herein.

G. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

H. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

ARTICLE 14
AMENDMENT

The process of amending or modifying this Declaration shall be as follows:

A. Prior to Turnover Date. Until the Turnover Date and except as specifically provided otherwise in this Article, Declarant may amend this Declaration without the approval of any Member provided the amendment does not materially alter or change any Residential Owner's right to the use and enjoyment of such Residential Owner's Unit, or of the Association Property as set forth in this Declaration, and the amendment does not adversely affect the title to any Unit. During any such period prior to the Turnover Date, this Declaration may also be amended by the vote or written consent of sixty-seven percent (67%) of the votes held by each class of Members of the Association as such classes are set forth in the Association Documents; provided, however, that the percentage of the votes attributable to each class of Members of the Association necessary

to amend a specific provision of this Declaration shall not be less than the prescribed percentage (if any) of affirmative votes required for action to be taken under that provision Documents.

B. After the Turnover Date. After the Turnover Date, and except for the annexation of Additional Land which shall be accomplished pursuant to the provisions of Article 12, this Declaration may be amended by: (i) the consent of sixty-seven percent (67%) of the votes held by each class of Members of the Association as such classes are set forth in the Association Documents; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of sixty-seven percent (67%) of the votes held by each class of Members of the Association may be evidenced by a writing signed by the required number of Members (in lieu of a meeting) or by the affirmative vote of the required number of Members at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

C. Scrivener's Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent by the Owners or any other Person.

D. Amendments to Declarant's Rights. No amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Association Documents without the specific written approval of such party affected thereby. Furthermore, no amendment to this Declaration shall be effective which would prejudice the rights of a then Residential Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association Property unless the Residential Owner or Residential Owners so affected consent to such amendment in writing. No amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section F of Article 15 and any such amendment shall be deemed to impair and prejudice the rights of Declarant hereunder.

E. FHA/VA Approval Prior to Turnover Date. As long as the "Class B" membership exists, and except for amendments permitted to be made by Declarant as provided herein, if the Residential Development is subject to any requirements of the Veteran's Administration ("VA"), The Federal Housing Administration ("FHA"), the Federal Home Loan Mortgage Corporation or any other governmental or quasi-governmental agency which insures, guaranties, or purchases mortgages, and such requirements make any material amendments of this Declaration subject to such agency's approval, a material amendment of this Declaration will require the prior approval of such agency.

F. Certification and Recording of Amendments. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Project Land requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment in the Public Records.

G. Amendments to Satisfy Lending Requirements. Declarant may, without the consent of any Residential Owners, file any amendments which may be required by an Institutional Mortgagee for the purpose of satisfying its planned unit development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any of Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

H. Boundary Adjustments. While Declarant owns any Unit, Declarant reserves the right to make minor boundary adjustments between the Units owned by Declarant and the Association Property without the consent or approval of any other Person, provided that any such adjustment will not materially decrease the acreage of the Association Property and will be reflected by a modification of the Site Plan approved by the Governmental Authorities. If such amendment is to be made following the conveyance of the subject Association Property to the Association, the Association is obligated to sign any plats, deeds, or other instruments or forms necessary to accomplish any of the actions that Declarant is permitted to take in accordance with this Section.

ARTICLE 15
GENERAL PROVISIONS

A. Conflict with Other Association Documents. In the event of any conflict between the provisions hereof and the provisions of the Articles, Bylaws, and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

B. Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, first class, postage prepaid, to: (i) any Residential Owner, at the address of the person whose name appears as the Residential Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Unit owned by such Residential Owner; and (ii) the Association, certified mail, return receipt requested, at 3421 Maybank Highway, Johns Island, SC 29455, or such other address as the Association shall hereinafter notify Declarant and the Residential Owners of in writing; (iii) Declarant, certified mail, return receipt requested, at 3421 Maybank Highway, Johns Island, SC 29455, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Residential Owners.

C. Captions, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter of the terms and provisions there under or the terms and provisions of this Declaration.

D. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the

singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

E. Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. If any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

F. Certain Rights of Declarant. Improvements constructed or installed by Declarant shall not be subject to the approval of the Association or the ARB. During the period that Improvements constructed by Declarant are owned by Declarant, Declarant's Improvements shall not be subject to the provisions and requirements of this Declaration. Declarant reserves the right for Declarant and its nominees, to enter into and transact on the Project Land any business necessary to consummate the sale, lease or encumbrance of Units or real property including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, use the Association Property and show Units. Declarant reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Project Land, and its nominees may exercise the foregoing rights applicable to each without notifying the Association. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales or leasing efforts shall not be considered a part of the Association Property and shall remain the property of Declarant, or its nominees, as applicable. This Section may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Association Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Project Land or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Project Land as a result of the foreclosure of any mortgage encumbering any portion of the Project Land securing any such loan to Declarant or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section, which are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Association Documents, shall terminate upon Declarant no longer owning any portion of the Project Land (and having any equitable or legal interest therein) or upon such earlier date as Declarant shall notify the Association in writing of such party's voluntary election to relinquish the aforesaid rights and privileges.

G. Association's Indemnification. The Association covenants and agrees that it will indemnify and save harmless Declarant and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Project Land or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Declarant may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association. The indemnification provisions of this Section shall not apply to any expenses which may be incurred by Declarant to avoid the performance of any of the obligations to be kept and performed by Declarant, or any liability which may be incurred by a Residential Owner as a result of ownership of a Unit or a Unit.

H. Disputes as to Use. In the event there is any dispute as to whether the use of the property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Any use by Declarant of the Project Land or any parts thereof shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

I. Delegation. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Operating Expenses hereunder. All contracts with management companies shall contain a provision that allows the Association to unilaterally terminate the contract without cause after ninety (90) days notice.

J. Term. This Declaration shall run with and bind the Project Land and inure to the benefit of Declarant, the Association, the Residential Owners, and their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of any applicable term in effect, an instrument agreeing to terminate this Declaration signed by Residential Owners owning at least ninety percent (90%) of the Units and Institutional Mortgagees holding first mortgages encumbering at least ninety percent (90%) of all Units encumbered by first mortgages held by Institutional Mortgagees, is recorded in the Public Records, whereupon this Declaration shall be terminated upon the expiration of the applicable term in effect at the time.

K. Rights of Mortgagees.

1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Association Documents and the books, records and financial statements of the Association to Residential Owners and the Institutional Mortgagees. In addition, evidence of insurance shall be issued to each Residential Owner and mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Unit or a Unit and the legal description of such Unit the Association shall provide such Listed Mortgagee with timely written notice of the following:

i. Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

ii. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

iii. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit; and

iv. Any failure by a Residential Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Association Documents, where such failure has continued for a period of sixty (60) days.

3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to receive financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

L. Approval of Association Lawsuits by Residential Owners. The Association shall be required to obtain the approval of Members holding at least three-fourths (3/4) of the total votes of the Association (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

1. the collection of Assessments;

2. the collection of other charges which Residential Owners are obligated to pay pursuant to the Association Documents;

3. the enforcement of the use and occupancy restrictions contained in the Association Documents;

4. in an emergency where waiting to obtain the approval of the Residential Owners creates a substantial risk of irreparable injury to the Association Property or to Residential Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the total votes of the Association);

5. filing a compulsory counterclaim; or

6. termination of employment relationship or enforcement of a contract.

M. Rights and Requirements of Governmental Authorities. Any Governmental Authority or agency, including, but not limited to the City, their agents, and employees, shall have the right of immediate access to the Project Land at all times if necessary for the preservation of public health, safety and welfare. Should the Association or its Board fail to maintain the Association Property in accordance with the specifications set forth in the applicable governmental approvals for the Project for an unreasonable time, not to exceed ninety (90) days after written request to do so, the City and any other applicable Governmental Authority, by and through the affirmative and official action of the governing body, shall have the same right (but not the obligation), power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments necessary to maintain the Association Property. In such event, the applicable governing body may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any action required that the Association might have taken, or levy an Assessment that the Association may have levied, either in the name of the Association or otherwise, to cover the cost of maintenance of any Association Property. The rights granted herein shall be supplemental to any governmental authority the City may have, and application of this provision shall not diminish, limit, or restrict the right of the City to apply any other legal rights it may have.

[Signatures on following page]

IN WITNESS WHEREOF, each Declarant has signed this Declaration on the date set forth below.

DECLARANT:

Stobo Holdings, LLC, a South Carolina limited liability company

By: Adam M. Baslow
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me, this 20th day of March, 2018, by Adam M. Baslow, Member of Stobo Holdings, LLC, a South Carolina limited liability company.

Betty Rene Stanley (SEAL)
Notary Public for South Carolina
My Commission Expires: 5.22.24

BETTY RENE STANLEY NOTARY PUBLIC My Comm. Exp. 05/22/2024 SOUTH CAROLINA

Eastwood Construction, LLC joins in this Declaration, for the purpose of submitting the real property described in Exhibit A-1 to this Declaration.

Eastwood Construction, LLC, a South Carolina limited liability company

By: Dion Mathency
Its: Vice President of Sales

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me, this 27th day of March, 2018, by Dion Mathency, as Vice President of Sales of Eastwood Construction, LLC, a South Carolina limited liability company.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 24 Jun 24

WENDY HAGER
MY COMMISSION EXPIRES
JUNE 24, 2024
SOUTH CAROLINA
NOTARY PUBLIC

EXHIBIT "A"

Legal Description of the Declarant's portion of the Project Land

ALL those certain pieces, parcels, or lots of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, being shown and designated as "LOT 91", "LOT 92", "LOT 93", "LOT 94", and "RESIDUAL TMS 470-05-00-120" on a plat entitled "SUBDIVISION PLAT SHOWING THE SUBDIVISION OF TMS NO. 470-05-00-120 (0.222 AC.) INTO LOTS 91-94 (0.109 AC.) AND RESIDUAL TRACT (0.113AC.), PROPERTY OF STOBO HOLDINGS, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard A. Aldridge, SCPLS No. 20854, Parker Land Surveying, LLC, dated February 19, 2018 and recorded March 7, 2018 in the ROD Office for Charleston County in Plat Book S18, Page 0048 (the "Plat"). Said Lot having such size, shape, location, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

TMS Numbers:	Lot 91:	470-05-00-126
	Lot 92:	470-05-00-127
	Lot 93:	470-05-00-128
	Lot 94:	470-05-00-129
	Residual:	470-05-00-120

EXHIBIT "A-1"

Legal Description of the Eastwood portion of the Project Land

All those certain pieces, parcels or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, being shown as "ROW HOUSE LOT 1, 9,930.76 FT., 0.228 acres" and "ROW HOUSE LOT 2, 10,299.94 SQ. FT., 0.236 acres" on a plat entitled "PLAT SHOWING THE SUBDIVISION OF TRACT A RESIDUAL (22.521 AC.), TMS NO. 470-05-00-001, INTO NEW TRACT A RESIDUAL (22.057 AC.), ROW HOUSE LOT I (0.228 AC.) AND LOT 2 (0.236 AC.) AND ALSO SHOWING TRACT A2 RESIDUAL (1.226 AC.), TMS 470-05-00-001, INTO TRACT A2 RESIDUAL (0.939 AC.) AND LOTS 30, 31, 32, 33, 34 AND 37 (0.286 AC.), PROPERTY OF MIXSON AVENUE PARTNERSHIP LP, PREPARED FOR CLINE ENGINEERING, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Clifton W. Clements, SCPLS No 23204 of Foresight Surveying, LLC, dated December 20, 2013, revised February 20, 2014 and recorded February 24, 2014 in Plat Book L14 at Page 0067 in the RMC Office for Charleston County (the "Plat"). Said property having such size, location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TMS Numbers: Row House Lot 1: 470-05-00-058
Row House Lot 2: 470-05-00-057

EXHIBIT "B"

Development Plan of the Project

RECORDED
DATE: 3/7/2018 TIME: 10:43:07 AM
Book-Page S18 0048 Doc Type Small Plat
Elaine H. Bozman, Register, Charleston County, SC

Record Fee $10.00
Postage $1.00
TOTAL $11.00
Drawer Clerk
Prepared By: PARKER LAND SURVEYING
5910 GRIFFIN ST
HANAHAN, SC 29410
Location: MARBLEHEAD LANE

PLANNING & RMC STAMP AREA

Approved for Town, Row or Patio House Only
Date: 7 March 2018
Zoning Administrator
City of North Charleston

REFERENCES:

1. SUBDIVISION PLAT SHOWING THE SUBDIVISION OF TRACT A, TMS No. 470-05-00-001 (20.499 AC.) TO CREATE PHASE 4 OF MIXSON AVENUE SUBDIVISION CONTAINING 54 NEW LOTS (2.842 AC.), NEW RIGHT-OF-WAY & PUBLIC SPACE (3.725 AC.), NEW HOA AREA (0.028 AC.) & RESIDUAL TRACT A (13.905 AC.) AND SHOWING THE ADJUSTMENT OF THE PROPERTY LINE BETWEEN TRACT A (TMS No. 470-05-00-001), TMS No. 470-05-00-044, TMS No. 470-05-00-061 AND 470-05-00-064, OWNED BY MIXSON AVENUE PARTNERSHIP, L.P., LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, DATED SEPTEMBER 11, 2013, BY JONATHAN F. BURNS, SCPLS No. 22742, AND RECORDED IN PLAT BOOK L16, PAGE 100, CHARLESTON COUNTY ROD OFFICE.

2. CHARLESTON COUNTY TMS No. 470-05-00-120.

NOTES:

1. BY GRAPHICAL PLOTTING ONLY, THIS PROPERTY IS WITHIN FLOOD ZONE 'X', AS PER F.I.R.M. COMMUNITY PANEL NUMBER 45019C 0501J, WITH AN EFFECTIVE DATE OF NOVEMBER 17, 2004.

2. THE AREA WAS DETERMINED BY THE COORDINATE METHOD.

3. ALL PROPERTY CORNERS SET ARE 3/4" REBAR.

4. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.

5. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.

6. EASEMENTS SHOWN ARE PER REFERENCED PLATS. PROPERTY MAYBE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT OBVIOUS OR APPARENT TO THE SURVEYOR.

7. THIS BOUNDARY SURVEY DOES NOT DEPICT WETLAND DELINEATION OF THE PROPERTY.

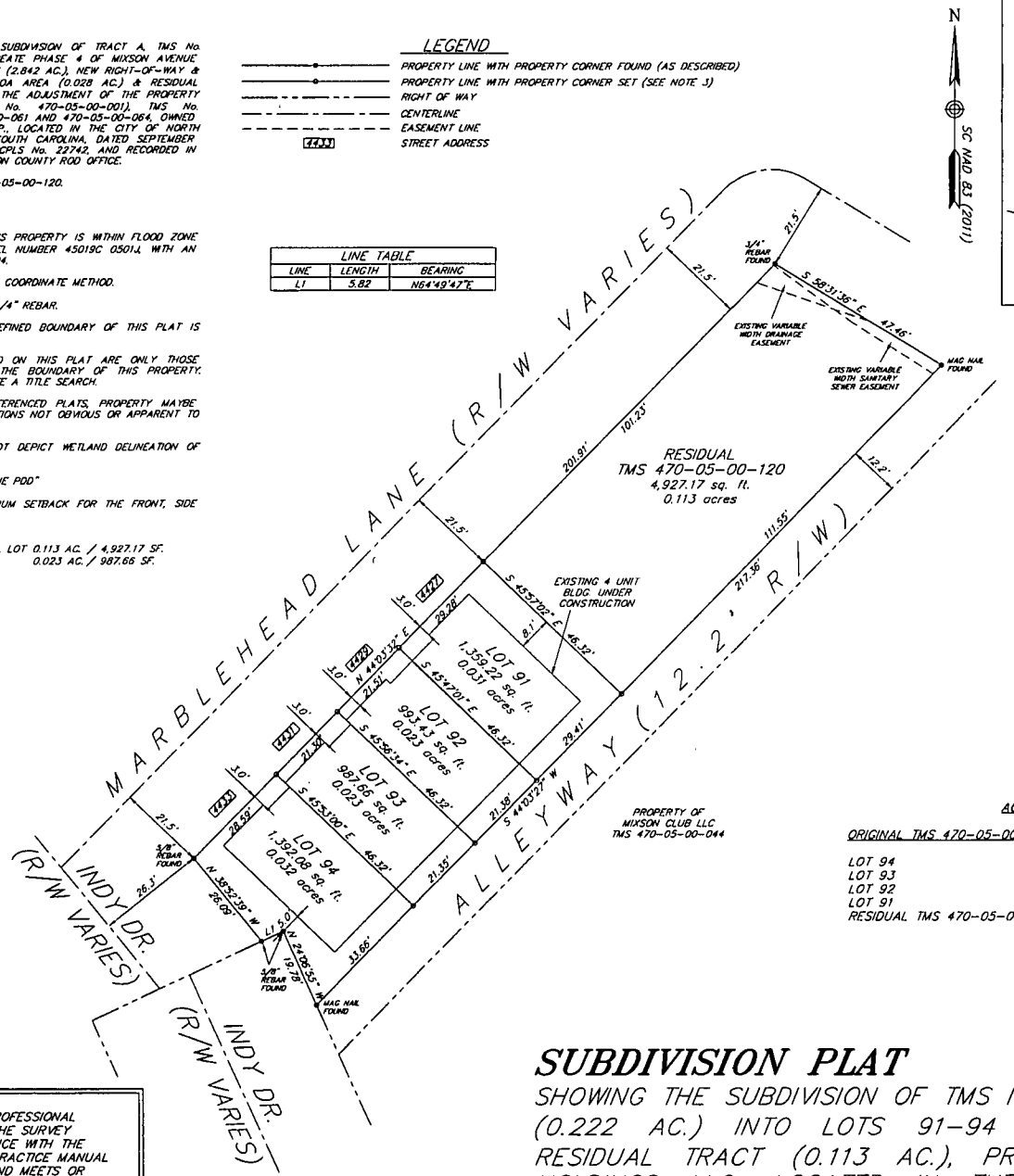
8. PROPERTY IS ZONED "MIXSON AVENUE PDD"

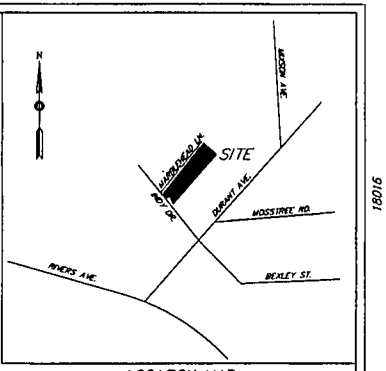
9. ALL BUILDINGS HAVE A 0.0' MINIMUM SETBACK FOR THE FRONT, SIDE AND REAR OF LOTS.

10. TOTAL NUMBER OF LOTS: 5
THE LARGEST LOT IS: RESIDUAL LOT 0.113 AC. / 4,927.17 SF.
THE SMALLEST LOT IS: LOT 93 0.023 AC. / 987.66 SF.

LEGEND
PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
PROPERTY LINE WITH PROPERTY CORNER SET (SEE NOTE 3)
RIGHT OF WAY
CENTERLINE
EASEMENT LINE
44.33 STREET ADDRESS

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.82	N64°49'47"E





LOCATION MAP
N.T.S.

ACREAGE CHART

ORIGINAL TMS 470-05-00-120	0.222 AC	9,659.56 SF
LOT 94	0.032 AC	1,392.08 SF
LOT 93	0.023 AC	987.66 SF
LOT 92	0.023 AC	993.43 SF
LOT 91	0.031 AC	1,359.22 SF
RESIDUAL TMS 470-05-00-120	0.113 AC	4,927.17 SF

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

SUBDIVISION PLAT

SHOWING THE SUBDIVISION OF TMS No. 470-05-00-120, (0.222 AC.) INTO LOTS 91-94 (0.109 AC.) AND RESIDUAL TRACT (0.113 AC.), PROPERTY OF STOBO HOLDINGS LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 19, 2018 SCALE: 1"=20'

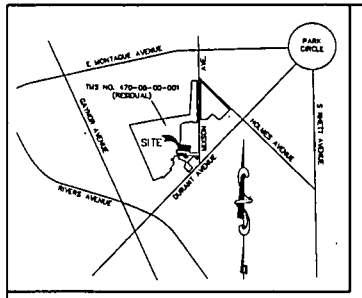
Parker Land Surveying, LLC
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 554-7777
Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

3-1-18
RICHARD A. ALDRIDGE P.L.S. 20854

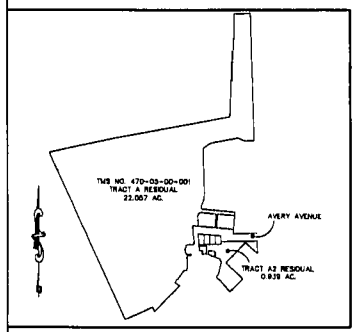
SOUTH CAROLINA PARKER LAND SURVEYING, LLC No. 3911 CERTIFICATE OF AUTHORIZATION

18016 CCB



LOCATION MAP

N.T.S.



RESIDUAL MAP

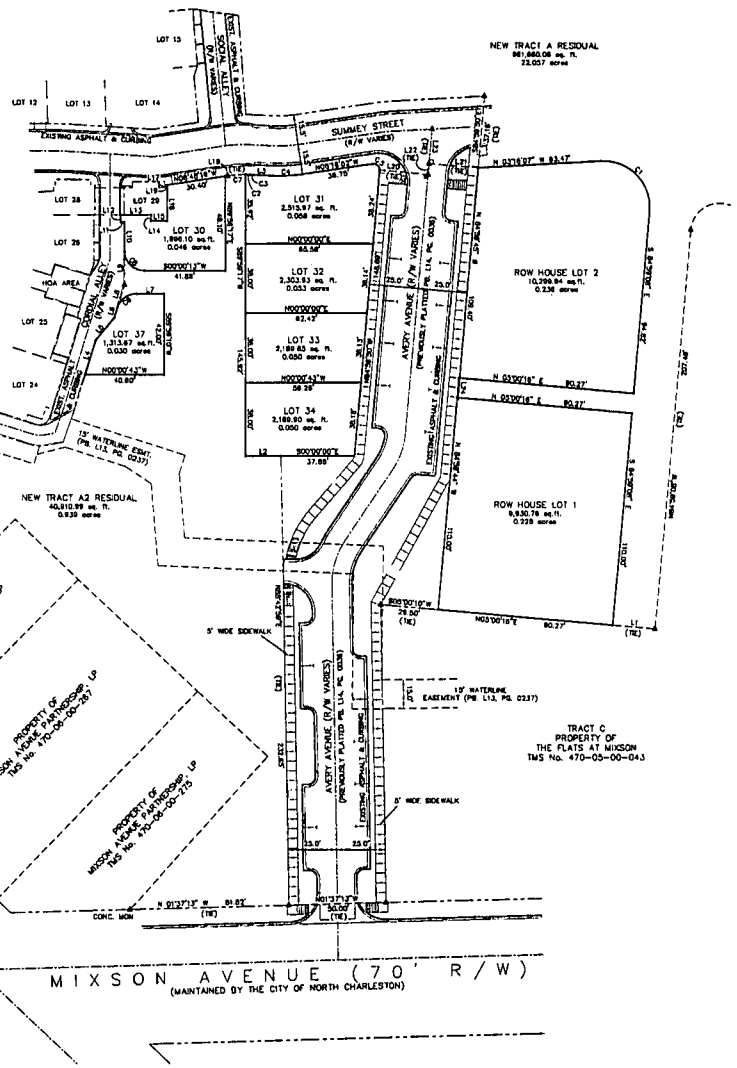
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.99	N05°00'18"E
L2	18.05	N00°01'00"E
L3	7.98	N03°08'03"E
L4	18.70	S72°43'51"E
L5	13.06	S00°33'33"E
L6	8.88	S72°43'51"E
L7	14.31	S00°00'53"E
L8	12.13	S72°43'51"E
L9	17.37	S89°34'27"E
L10	13.30	S89°34'27"E
L11	7.00	N00°00'33"E
L12	3.74	S89°34'27"E
L13	15.44	S00°00'00"W
L14	2.07	S00°00'00"W
L15	8.26	S00°11'47"W
L16	17.16	S89°11'11"E
L17	1.48	N90°00'00"E
L18	1.12	N08°48'18"W
L19	6.17	N00°00'00"W
L20	25.00	N00°00'10"E
L21	23.00	N03°00'10"E
L22	5.70	S85°38'30"E
L23	17.85	S84°39'30"E
L24	10.24	N85°01'51"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	24.00	41.18	27.76	36.31	S65°01'33"W	98°18'03"
C2	54.90	3.90	1.95	3.90	S01°39'45"W	2°31'31"
C3	54.90	1.77	0.89	1.77	S01°13'18"W	1°51'28"
C4	55.00	37.07	19.34	37.04	N02°33'40"W	11°26'31"
C5	3.00	5.41	3.79	4.70	S53°21'26"W	103°12'00"
C6	10.00	12.70	7.37	11.86	S38°31'12"E	72°45'12"
C7	54.90	8.00	4.01	8.00	S01°12'46"E	8°21'35"
C8	10.00	13.72	10.02	15.15	N53°02'41"E	80°05'20"

PLANNING AND R.M.C. USE ONLY

APPROVED PLAT
Exempt from Section 10-22 (a) and 10-23 (a) of Subdivision Regulations.
Date: 21 February 2014
Attest: Planning Director
CITY OF NORTH CHARLESTON



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

RECORDED	
DATE: 2/24/2014	TIME: 8:57:39 AM
Book-Page: L14 0067	Doc Type: Large Plat
Charlie Lybrand, Register, Charleston County, SC	
Recd Fee: $10.00	Pd By: FORESIGHT SURVEYING
Postage: $1.00	1310 ASHLEY RIVER RD
TOTAL: $11.00	SUITE 7
Change: $0.00	CHARLESTON SC 29407
Clerk:	
Location: MIXSON AVENUE	

LINETYPE LEGEND

- PROPERTY LINE WITH PROPERTY CORNER SET (SEE NOTE 7)
- CENTERLINE
- RIGHT OF WAY LINE
- ADJACENT PROPERTY LINE
- CALCULATED TIE POINT

SURVEYORS STATEMENT:
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

CLIFTON W. CLEMENTS, SCPLS No. 23204

REFERENCES

1. A FINAL SUBDIVISION PLAT OF PHASE 1A MIXSON AVENUE SUBDIVISION, OWNED BY MIXSON AVENUE PARTNERSHIP, LP, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, DATED SEPTEMBER 27, 2007, BY DOUGLAS L. DeWOLFF, SCPLS NO. 17063, AND RECORDED IN CHARLESTON COUNTY R.O.D. OFFICE IN PLAT BOOK EL, PAGE 288.

2. PLAT SHOWING THE SUBDIVISION OF RESIDUAL MIXSON AVENUE (CONTAINING 41.028 ACRES) TO CREATE LOT 30 (CONTAINING 0.046 ACRES) AND THE REMAINING RESIDUAL MIXSON AVENUE CONTAINING 40.980 ACRES OWNED BY MIXSON AVENUE PARTNERSHIP, LP, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, DATED NOVEMBER 12, 2008, BY JOHN T. BYRNES, III, SCPLS NO. 16115, AND RECORDED IN CHARLESTON COUNTY R.O.D. OFFICE IN PLAT BOOK 308, PAGE 0141.

3. A RESUBDIVISION PLAT OF TRACT A & TRACT B, TMS 470-00-00-001 FOR THE CREATION OF TRACTS 2A, 2C, & 2D, OWNED BY MIXSON AVENUE PARTNERSHIP, LP, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, DATE OCTOBER 22, 2012, BY PHILIP R. BRYAN, JR., SCPLS NO. 28587, AND RECORDED IN CHARLESTON COUNTY R.O.D. OFFICE IN PLAT BOOK L13, PAGE 0328.

4. PLAT SHOWING THE PROPERTY LINE ABANDONMENT OF LOT 30 (0.046 AC.) AND SUBDIVISION OF TRACT A RESIDUAL TO CREATE NEW R/W TRACT (0.588 AC.), NEW TRACT A3 (1.228 AC INCLUDES 0.046 AC. FROM LOT 30) AND TRACT A RESIDUAL (22.435 AC.) OWNED BY MIXSON AVENUE PARTNERSHIP, LP, PREPARED FOR CLINE ENGINEERING, INC. NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, BY CLIFTON W. CLEMENTS, SCPLS NO. 23204, AND DATED NOVEMBER 5, 2013, REVISED JANUARY 7, 2014, AND RECORDED IN PLAT BOOK L14, PAGE 0036.

5. A PLAT FOR THE ESTABLISHMENT OF A 15' WATER EASEMENT AT "THE FLATS AT MIXSON" PHASE I, OWNED BY MIXSON AVENUE PARTNERSHIP, LP, LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, BY PHILIP R. BRYAN, JR., SCPLS NO. 28587, DATED APRIL 24, 2013, AND RECORDED IN PLAT BOOK L13, PAGE 0237.

6. CHARLESTON COUNTY PARCEL TMS NO. 470-05-00-001.

NOTES

1. BY GRAPHICAL PLOTTING ONLY, THIS PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE "X" AS PER F.I.R.M. COMMUNITY PANEL NUMBER 45019 C 0481 J, WITH AN EFFECTIVE DATE OF NOVEMBER 17, 2004.

2. THE AREA WAS DETERMINED BY THE COORDINATE METHOD.

3. THIS IS NOT A VALID COPY, TRUE COPY UNLESS IT BEARS THE EMBOSSED SEAL AND ORIGINAL SIGNATURE OF THE PROFESSIONAL LAND SURVEYOR NAMED HEREON.

4. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THE SURVEYED PROPERTY IS FOR DESCRIPTIVE PURPOSES ONLY.

5. ANY UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE ONLY AT THE TIME OF THE SURVEY. FORESIGHT SURVEYING, LLC HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND MAKES NO REPRESENTATION THAT THOSE SHOWN HEREON COMPRISE ALL UTILITIES WHICH MAY EXIST ON THIS SITE.

6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES (INCLUDING THE PRESENCE OR ABSENCE OF WETLANDS) THAT MAY AFFECT THIS SITE.

7. ALL IRONS ARE SET 5/8" REBARS (H).

8. EXISTING SITE IMPROVEMENTS ARE NOT SHOWN ON THIS SURVEY OTHER THAN THE EXISTING CURBING AND SIDEWALKS THAT PERTAIN TO THE LOTS BEING CREATED.

9. THIS SURVEY IS BASED ON THE REFERENCES LISTED HEREON ONLY AND DOES NOT REFLECT A TITLE EXAMINATION.

10. PROPERTY IS ZONED POD.

11. ALL BUILDINGS HAVE A 0.0' MINIMUM SETBACK FOR THE FRONT, SIDE AND REAR OF LOTS.

12. TOTAL NUMBER OF RESIDENTIAL LOTS IS 8.
LARGEST RESIDENTIAL LOT: ROW HOUSE LOT 2 – 0.236 AC. / 10,299.94 S.F.
SMALLEST RESIDENTIAL LOT: LOT 37 – 0.030 AC. / 1,313.67 S.F.

ADJACENT PROPERTY OWNERS

LOT NUMBER	TMS NUMBER	OWNER
LOT 12	470-05-00-001	MIXSON AVENUE PARTNERSHIP, LP
LOT 13	470-05-00-001	MIXSON AVENUE PARTNERSHIP, LP
LOT 14	470-05-00-001	MIXSON AVENUE PARTNERSHIP, LP
LOT 24	470-03-00-038	MIXSON AVENUE PARTNERSHIP, LP
LOT 23	470-03-00-038	NEXT C. SCOTT
LOT 27	470-03-00-037	MIXSON AVENUE PARTNERSHIP, LP
LOT 28	470-03-00-039	MIXSON AVENUE PARTNERSHIP, LP
LOT 29	470-03-00-040	MIXSON AVENUE PARTNERSHIP, LP
HOA AREA	470-03-00-041	MIXSON AVENUE PARTNERSHIP, LP
TRACT A RESIDUAL	470-03-00-001	MIXSON AVENUE PARTNERSHIP, LP
TRACT A3 RESIDUAL	470-05-00-001	MIXSON AVENUE PARTNERSHIP, LP
TRACT C	470-05-00-043	THE FLATS AT MIXSON, LP

ACREAGE CHART

TRACT A RESIDUAL TMS 470-00-00-001	22.521 AC.	/ 981,690.78 SF
ROW HOUSE LOT 1	0.228 AC.	/ 9,930.78 SF
ROW HOUSE LOT 2	0.236 AC.	/ 10,299.94 SF
NEW TRACT A RESIDUAL	22.057 AC.	/ 961,680.06 SF

TRACT A3 RESIDUAL	1.228 AC.	/ 53,420.40 SF
LOT 30	0.046 AC.	/ 1,996.10 SF
LOT 31	0.058 AC.	/ 2,515.97 SF
LOT 32	0.053 AC.	/ 2,303.93 SF
LOT 33	0.050 AC.	/ 2,189.83 SF
LOT 34	0.050 AC.	/ 2,189.90 SF
LOT 37	0.030 AC.	/ 1,313.67 SF
NEW TRACT A2 RESIDUAL	0.939 AC.	/ 40,910.99 SF

STREET NAME	STREET TYPE
AVERY AVENUE	TYPE 'A' PUBLIC STREET
MCCARTHY STREET	TYPE 'A' PUBLIC STREET
SUMMEY STREET	TYPE 'A' PUBLIC STREET
SOCIAL ALLEY	TYPE 'B' PUBLIC STREET
CORDIAL ALLEY	TYPE 'C' PUBLIC STREET

FORESIGHT SURVEYING, LLC
1310 ASHLEY RIVER RD., SUITE 101
CHARLESTON, SOUTH CAROLINA 29414
PHONE 843-766-2011 FAX 843-297-4223

FORESIGHT SURVEYING, LLC NORTH CAROLINA CERTIFICATE OF AUTHORIZATION NO. 7858

PLAT SHOWING THE SUBDIVISION OF TRACT A RESIDUAL (22.521 AC.), TMS NO. 470-05-00-001, INTO NEW TRACT A RESIDUAL (22.057 AC.), ROW HOUSE LOT 1 (0.228 AC.) AND LOT 2 (0.236 AC.) AND ALSO SHOWING TRACT A2 RESIDUAL (1.226 AC.), TMS 470-05-00-001, INTO TRACT A2 RESIDUAL (0.939 AC.) AND LOTS 30, 31, 32, 33, 34 AND 37 (0.236 AC.), PROPERTY OF MIXSON AVENUE PARTNERSHIP LP, PREPARED FOR CLINE ENGINEERING, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL REG. 23204 CLIFTON W. CLEMENTS LAND SURVEYOR

DATE:	DECEMBER 20, 2013
REVISED:	FEBRUARY 20, 2014
DRAWN BY:	CCB
CHECKED BY:	CWC
PROJECT:	2013-118
SCALE:	1" = 30'

EXHIBIT "C"

Bylaws of the Association

BYLAWS OF

MIXSON ROW HOMEOWNERS ASSOCIATION INC.

A Non Profit Corporation

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the eleemosynary corporation is "Mixson Row Homeowners Association Inc.," hereinafter referred to as the "Association".

1.02. Offices. The principal offices of the Association shall be at 3421 Maybank Highway, Johns Island, South Carolina 29455.

ARTICLE II
NOT-FOR-PROFIT CORPORATION

2.01. The Association is a mutual benefit, nonprofit corporation established pursuant to Title 33, Chapter 31 of the 1976 Code of Laws of South Carolina, as amended.

ARTICLE III
PURPOSE

3.01 The purpose for which the Association is organized is to: (1) provide maintenance services to the Owners; (ii) manage and maintain the Common Area within the Subdivision; and (iii) administer and enforce all covenants, conditions and restrictions applicable to the Property known as Marshfield Subdivision ("Subdivision") located in Berkeley County, South Carolina and to engage in other activities allowed by law which are necessary for the Association to carry out its rights, duties and responsibilities set forth in any covenants, conditions, and restrictions or as otherwise allowed by law.

ARTICLE IV
DURATION

4.01 The period during which the Association is to continue as an association is perpetual.

ARTICLE V
POWERS

5.01 Notwithstanding any other provision of these Bylaws, no part of the net earnings of the Association shall inure to the benefit of, or be distributable to any of its members, directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Association's purposes. No substantial part of the activities of the Association shall consist of carrying on propaganda, or otherwise attempting to influence legislation; and the Association shall not participate in nor intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

5.02 The Association shall have such other powers as are now or may hereafter be granted to nonprofit corporations by the laws of the State of South Carolina; provided, however, that the exercise of such powers shall always be subject to the limitations of the paragraphs of this Article.

ARTICLE VI
MEMBERS

6.01. Annual Meetings. The annual meeting of members shall be held in February each year at a time selected by the Board for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors ("Board") shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

6.02. Special Meetings. Special meetings of the members may be called by the Board or upon the written request of members holding not less than ten percent (10%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

6.03. Place of Meetings. The Board may designate any place in Berkeley County, State of South Carolina, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

6.04. Notice of Meetings. The Board shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than sixty (60) nor less than fifteen (15) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Each registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's street address shall be deemed to be his registered address for purposes of notice hereunder.

6.05. Members of Record. Upon purchasing a residence in the Subdivision, the owner of the residence shall become a member. The person appearing in the records of the Association on the date any notice is delivered shall be deemed to be the member of record. In the event a residence is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote shall be designated in writing with the Secretary of the Association. If no individual is so designated, the vote of such residence shall not be considered.

6.06. Quorum and Manner of Acting. A majority of the number of members shall constitute a quorum for the transaction of business at any meeting of the members. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the members.

6.07 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

6.08. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

6.09. Inspection of Association Records. A member of the Association is entitled to inspect and copy, during regular business hours at the Association's office, any of the following records if he or she gives the corporation written notice of his or her demand at least five business days before the inspection date: Articles of Incorporation and amendments, Bylaws and amendments, resolutions of the Association creating classes or series of shares, minutes of member meetings and Board meetings for the last three years, written consents to action by members without a meeting for the last three years, written communications to members within the past three years, financial statements furnished to members for the past three years, and a list of the names and business addresses of the Association's current directors and officers.

ARTICLE VII
BOARD OF DIRECTORS

7.01. General Powers. The property, affairs and business of the Association shall be managed by its Board. The Board may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation or these Bylaws vested solely in the members. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers, or those of any officer, as are properly delegable.

7.02. Number, Tenure, and Qualifications. The number of Directors of the Association shall be three (3) or five (5). Initially, during the Declarant Control Period, the Board will consist of three (3) members appointed by the Declarant, and following expiration of the Declarant Control Period, the Board will consist of five (5) members elected as provided in the Bylaws of the Association. No more than one representative of a single distinct membership as defined in Article VII of these By-Laws may serve as a director of the Association

at one time. At the first meeting of the Association, upon nominations made from the floor, the membership shall elect four directors. At the same time, the Association shall elect such additional directors as may be required to serve out the unexpired term of vacancy or vacancies then existing on the Board.

7.03. Regular Meetings. A regular annual meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the members. The Board may provide by resolution the time and place, within Berkeley County, South Carolina, for the holding of such additional regular meetings without other notice than such resolution.

7.04. Special Meetings. Special meetings of the Board may be called by or at the request of the President of the Board or any other two Directors. The person or persons authorized to call special meetings of the Board may fix any place, within Berkeley County, South Carolina, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. Any Director may waive notice of a meeting. A Director may attend a meeting of the Board by conference telephone.

7.05. Quorum and Manner of Acting. A two/thirds majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

7.06. Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

7.07. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any member of the Board of Directors may be removed by a simple majority vote of the membership at a duly held meeting. Also when any director shall have three (3) consecutive unexcused absences from the meeting of the Board of Directors, his office as director may be declared vacant by majority vote of the Board. Any director who shall cease to hold active membership in the Association automatically shall cease to be a member of the Board of Directors.

7.08. Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death or resignation of a Director, the Directors then in office shall continue to act and such vacancies shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any Director elected or appointed hereunder to fill a vacancy shall serve until the next meeting of the members.

7.09. Informal Action by Directors. Any action that is required or permitted to be taken at a

meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE VIII
OFFICERS

8.01. Number. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may from time to time be appointed by the Board.

8.02. Election, Tenure and Qualification. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President and the Secretary must be Directors.

8.03. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

8.04. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

8.05. The President. The President shall preside at meetings of the Board and at meetings of the members. He shall sign on behalf of the Association all conveyances, mortgages, documents and contracts and shall do and perform all other acts and things that the Board may require of him.

8.06. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

8.07. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board. He shall perform such other duties as the Board may require of him.

8.08. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated

for services rendered to the Association other than in their capacities as officers.

ARTICLE IX
COMMITTEES

9.01. Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members.

9.02. Nature of Committees. All committees shall act only in an advisory capacity to the Board of Directors and shall not have any power or authority to carry out any of the duties or responsibilities of the Board Directors.

9.03. Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

9.04. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least two-thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business and the act of a majority of the members present at any meeting at which quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee and the individual members thereof shall have no powers as such.

9.05. Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

9.06. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE X
INDEMNIFICATION

10.01. Indemnification Against Third Party Actions. The Association shall indemnify any person

who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful The termination of any action, suit or proceeding by an adverse judgment, order or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.02. Indemnification Against Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.03. Determination. To the extent that a Director officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (ii) by the Owners by the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

10.04. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

10.05. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees

or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

10.06. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a Director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of South Carolina as the same may hereafter be amended or modified.

10.07. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds of the Association.

ARTICLE XI
FISCAL YEAR AND SEAL

11.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December next following.

11.02. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE XII
RULES AND REGULATIONS

12.01. Rules and Regulations. The Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Association to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these Bylaws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

ARTICLE XIII
COLLECTING FROM MEMBERS FOR PAYMENT OF COMMON EXPENSES

13.01. Method of Collecting. The manner of collecting from the members for the payment of the common expenses shall be as set forth by the Board.

ARTICLE XIV
AMENDMENTS

14.01. Amendments. These By-Laws may be amended by a sixty-seven percent (67%) vote of all the members who are entitled to vote during a duly called meeting of the Association; provided notice of any such proposed amendment is given in the notice for such meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, consisting all of the directors of Mixson Row Homeowners Association Inc. have hereunto set their hands and seals this 21st day of March, 2018.

_____ (Adam M. Baslow)

_____ (Grant E. Zinkon)

_____ (Alan Degen)

_____ Director

_____ Director

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

BUIST BYARS & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date:	March 28, 2018
Time:	1:27:42 PM

Book	Page	DocType
0707	621	Rest/Covs

Elaine H. Bozman, Register
Charleston County, SC

MAKER:
STOBO HOLDINGS

RECIPIENT:
NA

Original Book:

Original Page:

# of Sats:

Note:

# of Pages:	53
# of References:	

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	48.00
Postage	$	-
Chattel	$	-
TOTAL	$	58.00

DRAWER	Drawer 4
CLERK	SLW

0707	621	03/28/2018	53
Book	Page	Recorded Date	# Pgs

		D	13:27:42
Original Book	Original Page	Doc Type	Recorded Time