REC'D. PAYMENT 11/6 2017
PER CLERK SLW
RMC OFFICE
CHARLESTON COUNTY, SC 0677-846

COPY

Cross-References:
Book 0009, Page 660
Book 0198, Page 284
Book 0383, Page 812
Book 0630, Page 716
Book 0630, Page 717
Book 0630, Page 718
Book 0631, Page 410

Return to:
Buist, Byars & Taylor
Attention: Cynthia Schmidt
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
Attention: Gray B. Taylor, Esq.

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

MIXSON RESIDENTIAL PROPERTY

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
MIXSON RESIDENTIAL PROPERTY

FD Communities, LLC, a Delaware limited liability company, makes this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property ("**Declaration**") on November 3, 2017, with the consent and approval of DRP SC 1, LLC, a Delaware limited liability company ("**DRP**"), as set forth in Section 15.21 herein.

RECITALS:

WHEREAS, the Founder, as the developer and Declarant of the traditional neighborhood development known as Mixson, established the Original Declaration (as defined herein) to provide a flexible system of standards and procedures for the overall development and expansion of the Property and for the governance, administration, maintenance, and preservation of the Property as an integral part of Mixson, a neighborhood comprised of various land uses which complement and support one another and the larger community of which Mixson is a part;

WHEREAS, the Founder previously executed that certain Declaration of Covenants, Conditions and Restrictions for Mixson Residential Property, dated September 8, 2008, recorded in the Office of the Register Mesne Conveyance for Charleston County, South Carolina on September 15, 2008 in Book 0009, Page 660, et seq. (the "**Initial Declaration**");

WHEREAS, the Association, the Founder and Pamela N. Martin previously executed that certain Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Mixson Residential Property, dated July 18, 2011 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on July 21, 2011 in Book 0198, Page 284, et seq. (the "**First Amendment**");

WHEREAS, the Association and the Founder previously executed that certain Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated December 31, 2013 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on January 14, 2014 in Book 0383, Page 812, et seq. (the "**Amended and Restated Declaration**");

WHEREAS, the Founder previously executed that certain First Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 716, et seq. (the "**First Supplemental**");

WHEREAS, the Association and the Founder previously executed that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 717, et seq. ("**First A&R Amendment**");

WHEREAS, the Founder previously executed that certain Second Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 718, et seq. ("**Second Supplemental**");

WHEREAS, the Founder and Declarant previously executed that certain Assignment of Declarant Rights, dated April 8, 2017 and recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina on April 18, 2017 in Book 0631, Page 410, et seq. ("**Assignment**") (the Initial Declaration, First Amendment, Amended and Restated Declaration, First Supplemental, First A&R Amendment, Second Supplemental, and Assignment are hereinafter collectively referred to as the "**Original Declaration**"; and,

WHEREAS, the Association, with the written consent of Owners representing sixty percent (60%) of the voting interests in accordance with Section 6.2.1(a) of the Amended and Restated Declaration and with the approval of the Founder in accordance with Section 6.2.1(b) of the Amended and Restated Declaration desire to amend and restate the Original Declaration;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association with the written consent of Owners representing sixty percent (60%) of the voting interests in accordance with Section 6.2.1(a) of the Amended and Restated Declaration and with the approval of the Founder in accordance with Section 6.2.1(b) of the Amended and Restated Declaration hereby amends and restates the Original Declaration in its entirety as follows.

TABLE OF CONTENTS

Page

ARTICLE 1. DEFINITIONS 1

Section 1.1. Additional Property 1
Section 1.2. Approved Builder 1
Section 1.3. Architectural Review Committee or ARC 1
Section 1.4. Area of Common Responsibility 1
Section 1.5. Articles or Articles of Incorporation 1
Section 1.6. Association 1
Section 1.7. Board of Directors or Board 1
Section 1.8. Bylaws 1
Section 1.9. Common Expenses 1
Section 1.10. Common Property 1
Section 1.11. Community shall 1
Section 1.12. Community Instruments 1
Section 1.13. Community-Wide Standard 1
Section 1.14. Declarant 2
Section 1.15. Declarant Control Period 2
Section 1.16. Design Guidelines 2
Section 1.17. Domestic Partner 2
Section 1.18. Electronic Document 2
Section 1.19. Electronic Signature 2
Section 1.20. Eligible Mortgage Holder 2
Section 1.21. Founder 2
Section 1.22. Lot 2
Section 1.23. Majority 2
Section 1.24. Mortgage 2
Section 1.25. Mortgagee 2
Section 1.26. Occupant 3
Section 1.27. Official Records 3
Section 1.28. Owner 3
Section 1.29. Person 3
Section 1.30. Secure Electronic Signature 3
Section 1.31. Sub-Association 3
Section 1.32. Supplementary Declaration 3
Section 1.33. Survey 3
Section 1.34. Total Association Vote 3
Section 1.35. Undeveloped Lot 3

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION 3

Section 2.1. Property Submitted 3
Section 2.2. Other Property 3

ARTICLE 3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS 4

Section 3.1. Membership 4
Section 3.2. Voting. 4

ARTICLE 4. ASSOCIATION RIGHTS AND RESTRICTIONS; VARIANCES 4

Section 4.1. Association Rights and Restrictions 4
Section 4.2. Variances. 5

ARTICLE 5. ASSESSMENTS 5

Section 5.1. Purpose of Assessment. 5
Section 5.2. Creation of the Lien and Personal Obligation for Assessments. 6

Section 5.3. Computation of Annual Assessment. 6
Section 5.4. Special Assessments. 6
Section 5.5. Specific Assessments. 7
Section 5.6. Lien for Assessments. 7
Section 5.7. Effect of Nonpayment of Assessments: Remedies of the Association. 7
Section 5.8. Commencement of Assessments. 8
Section 5.9. Initiation Fee. 8
Section 5.10. Statement of Account. 9
Section 5.11. Capital Reserve Budget and Contribution. 9
Section 5.12. Budget Deficits During Declarant Control. 9

ARTICLE 6. ARCHITECTURAL STANDARDS. 9

Section 6.1. General. 9
Section 6.2. Guidelines and Procedures. 10
Section 6.3. DISCLAIMER. 11
Section 6.4. No Waiver. 11
Section 6.5. No Waiver of Future Approvals. 12
Section 6.6. Variance. 12
Section 6.7. Enforcement. 12
Section 6.8. Commencement of Construction. 12

ARTICLE 7. USE RESTRICTIONS AND RULES. 13

Section 7.1. General. 13
Section 7.2. Residential Use. 13
Section 7.3. Number of Occupants. 13
Section 7.4. Leasing. 14
Section 7.5. Occupants Bound. 15
Section 7.6. Vehicles. 15
Section 7.7. Traffic Regulations. 15
Section 7.8. Trails. 16
Section 7.9. Animals and Pets. 16
Section 7.10. Signs. 16
Section 7.11. Antennas and Satellite Dishes. 17
Section 7.12. Firearms and Fireworks. 17
Section 7.13. Garbage, Rubbish, Trash and Recyclables. 17
Section 7.14. Clotheslines, Garbage Cans, Woodpiles, Recreational and Other Equipment. 18
Section 7.15. Fences. 18
Section 7.16. Air Conditioning Units. 18
Section 7.17. Artificial Vegetation, Exterior Sculpture, and Similar Items. 18
Section 7.18. Nuisance. 18
Section 7.19. Unsightly or Unkempt Conditions. 18
Section 7.20. Personal Property. 18
Section 7.21. Tree Removal. 19
Section 7.22. Drainage. 19
Section 7.23. Sight Distance at Intersections. 19
Section 7.24. Boundary Line Changes. 19
Section 7.25. Subdivision of Lots. 19
Section 7.26. Outbuildings. 20
Section 7.27. Swimming Pools. 20
Section 7.28. Mailboxes. 20
Section 7.29. Recreational Equipment. 20
Section 7.30. Window Treatments. 20
Section 7.31. Garages. 20
Section 7.32. Garage Sale. 20

Section 7.33. Lighting. 20
Section 7.34. Use of Common Property. 20
Section 7.35. Sidewalks. 20
Section 7.36. Erosion Control and Contamination. 21
Section 7.37. Lake/Stream Buffers. 21
Section 7.38. Buffer and Improvement Setbacks. 21
Section 7.39. Lot Coverage and Improvement Setbacks. 21
Section 7.40. Lakes, Ponds, Wetlands, Creeks and Streams. 21

ARTICLE 8. COVENANTS TO ENCOURAGE SUSTAINABLE LIVING. 22

Section 8.1. Solar Panels. 22
Section 8.2. Compost Piles. 22
Section 8.3. Vegetable Gardens. 22
Section 8.4. Rain Barrels. 22
Section 8.5. Other Energy Devices. 23

ARTICLE 9. MAINTENANCE; CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION 23

Section 9.1. Association's Responsibility. 23
Section 9.2. Owner's Responsibility. 24
Section 9.3. Maintenance Standards and Interpretation. 24
Section 9.4. Conveyance of Common Property by Declarant to Association. 25
Section 9.5. Removal of Improvements on Common Property by Declarant. 25

ARTICLE 10. INSURANCE AND CASUALTY LOSSES 25

Section 10.1. Association Insurance. 25
Section 10.2. Repair and Reconstruction. 26

ARTICLE 11. CONDEMNATION 27

ARTICLE 12. MORTGAGEE PROVISIONS 28

Section 12.1. Notices of Action. 28
Section 12.2. No Priority. 28
Section 12.3. Notice to Association. 28
Section 12.4. Amendments by Board. 28
Section 12.5. Liability for Common Expenses. 28
Section 12.6. Applicability of This Article. 29
Section 12.7. Failure of Mortgagee to Respond. 29

ARTICLE 13. EASEMENTS 29

Section 13.1. Easements for Utilities. 29
Section 13.2. Easement for Entry. 29
Section 13.3. Easement for Maintenance. 29
Section 13.4. Construction and Sale Period Easement. 29
Section 13.5. Public in General. 30
Section 13.6. Easement for Entry Features and Street Signs. 30
Section 13.7. Trash Receptacle Easement. 30
Section 13.8. Easements for Drainage. 30
Section 13.9. Easement for Private Alleys and Drives, and Signs. 31
Section 13.10. Easements for Declarant and Association to Ponds and Lakes. 31
Section 13.11. Easements for Encroachment and Overhang. 32
Section 13.12. Easements for Encroachments. 32

ARTICLE 14. ANNEXATION AND WITHDRAWAL OF PROPERTY 32

Section 14.1. Annexation of Property. 32

Section 14.2. Withdrawal of Property. 32
Section 14.3. Additional Covenants, Easements and Sub-Associations. 33

ARTICLE 15. GENERAL PROVISIONS 33

Section 15.1. Duration. 33
Section 15.2. Amendment. 33
Section 15.3. SECURITY. 34
Section 15.4. Dispute Resolution. 34
Section 15.5. Partition. 34
Section 15.6. Gender and Grammar. 34
Section 15.7. Severability. 35
Section 15.8. Captions. 35
Section 15.9. Perpetuities. 35
Section 15.10. Transfer of Declarant's Rights. 35
Section 15.11. Sale of Lots. 35
Section 15.12. Agreements. 35
Section 15.13. No Discrimination. 35
Section 15.14. Cumulative Effect; Conflict. 35
Section 15.15. Implied Rights. 36
Section 15.16. Variances. 36
Section 15.17. Successor Declarants. 36
Section 15.18. Disclosures. 36
Section 15.19. Mixson Club Membership. 39
Section 15.20. Relationship Between Sub-Association and Association. 40
Section 15.21. DRP SC 1 LLC. 40

TABLE OF EXHIBITS

Property Submitted "A"

Additional Property "B"

Bylaws "C"

Conceptual Layout "D"

ARTICLE 1. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.1. Additional Property shall mean the real property described in **Exhibit "B"** attached hereto and incorporated herein, which Declarant may, but shall have no obligation to, submit to the Community as provided in this Declaration.

Section 1.2. Approved Builder shall mean any builder that is designated by the ARC as an "**Approved Builder**" as contemplated in Article 6 hereof. An Approved Builder shall continue to be an Approved Builder for so long as it owns at least one (1) Lot for the purpose of construction of a residence and resale of the Lot and residence.

Section 1.3. Architectural Review Committee or **ARC** shall mean the committee established to exercise the architectural review powers set forth in Article 6 hereof.

Section 1.4. Area of Common Responsibility shall mean and refer to the Common Property, together with other 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.

Section 1.5. Articles or **Articles of Incorporation** shall mean the Articles of Incorporation of Mixson Assembly, Inc., which have been filed with the Secretary of State of the State of South Carolina, as amended.

Section 1.6. Association shall mean Mixson Assembly, Inc., a South Carolina nonprofit corporation, its successors or assigns.

Section 1.7. Board of Directors or **Board** shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under South Carolina corporate law.

Section 1.8. Bylaws shall refer to the Bylaws of Mixson Assembly, Inc., attached to this Declaration as **Exhibit "C"** and made a part of this Declaration, as amended.

Section 1.9. Common Expenses shall mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Lots.

Section 1.10. Common Property shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located in the Community, now or in the future owned by the Association. Common Property does not include Undeveloped Lots.

Section 1.11. Community shall mean and refer to that certain real property and any easements, conditions and other real property interests therein described in **Exhibit "A"**, attached hereto, and any of the Additional Property that is later submitted to the provisions of this Declaration.

Section 1.12. Community Instruments shall mean this Declaration and all exhibits hereto, including the Bylaws, Articles of Incorporation, the plats, plans and survey, and any design standards and rules and regulations of the Association, all as may be supplemented or amended from time to time.

Section 1.13. Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by

the Board of Directors of the Association. This determination, however, must be consistent with the Community-Wide Standard originally established by Declarant.

Section 1.14. Declarant shall mean and refer to FD Communities, LLC, a Delaware limited liability company, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant," and for the purpose of development or sale, all or any portion of the real property described in **Exhibit "A"** hereto or the Additional Property, and (ii) be designated as Declarant in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Official Records. In all events, there shall only be one "Declarant" at any one time; in no event shall more than one (1) Person have the right to exercise the power and authority of the "Declarant" at any one time.

Section 1.15. Declarant Control Period shall mean the period of time during which Declarant is entitled to appoint and remove the members of the Board of Directors as provided in Section 3.2 of the Bylaws.

Section 1.16. Design Guidelines shall mean the design guidelines and application and review procedures as more specifically addressed in Article 6 hereof. The Design Guidelines mat set standards for all aspects of Lots visible from the outside and may regulate the type, placement and number of residential or mixed use units that may be constructed on a Lot.

Section 1.17. Domestic Partner shall mean any adult who cohabitates with an Owner and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Secretary of the Association. A person shall no longer be a Domestic Partner upon the Secretary of the Association's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

Section 1.18. Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in humanly perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

Section 1.19. Electronic Signature shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

Section 1.20. Eligible Mortgage Holder shall mean those holders of first Mortgages secured by Lots in the Community who have requested notice of certain items as set forth in this Declaration.

Section 1.21. Founder shall mean Mixson Avenue Partnership, LP, a South Carolina limited partnership.

Section 1.22. Lot shall mean any plot of land in the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, either an attached or detached single-family residence site as shown on the Survey, or a plot of land on which a live/work or mixed-use building has been constructed consisting of a residence over a commercial or office use.

Section 1.23. Majority shall mean those eligible votes by Owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number and the consent of the Declarant during the period in which the Declarant has the right to appoint and remove officers and directors.

Section 1.24. Mortgage shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.25. Mortgagee shall mean the holder of a Mortgage.

Section 1.26. Occupant shall mean any Person occupying all or any portion of a Lot in the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

Section 1.27. Official Records shall mean the official land records recorded in the Office of Register Mesne Conveyance for Charleston County, South Carolina.

Section 1.28. Owner shall mean and refer to the record owner, whether one (1) or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

Section 1.29. Person shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), limited liability company, association, trust, or other legal entity.

Section 1.30. Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

Section 1.31. Sub-Association shall mean a mandatory membership sub-homeowners or condominium association created by either the Declarant or with the consent of Declarant to perform services, functions and other tasks for less than all of the Owners, and enforce covenants applicable to members including, without limitation, maintenance, architectural control and insurance functions.

Section 1.32. Supplementary Declaration shall mean an amendment or supplement to this Declaration, which subjects Additional Property to this Declaration or imposes additional restrictions and obligations on the Community, or a portion thereof.

Section 1.33. Survey shall mean the recorded plat or plats of survey for Mixson subdivision recorded in the Official Records, as amended.

Section 1.34. Total Association Vote shall mean all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community.

Section 1.35. Undeveloped Lot shall mean any Lot which has not yet been platted and recorded in the Official Records. As of the recording of this Declaration, the Undeveloped Lots are shown on the Conceptual Layout attached hereto as **Exhibit "D"** and incorporated herein by reference. The Conceptual Layout may be unilaterally changed by the Declarant through the recording of a new Conceptual Layout. An Undeveloped Lot shall under no circumstances be deemed to Common Property. An Undeveloped Lot may be converted into a Lot through the recording by Declarant of a Survey.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Property Submitted. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in **Exhibit "A"** attached and made a part of this Declaration.

Section 2.2. Other Property. Only the real property described in **Exhibit "A"** is made subject to this Declaration. However, by one (1) or more Supplementary Declarations, other real property may be subjected to this Declaration, as provided in Article 14 hereof.

ARTICLE 3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Person who is the record owner of a fee interest in any Lot, is subject to this Declaration shall automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Lot.

Section 3.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary of the Association prior to any meeting. If the Secretary of the Association is not instructed, the Lot's vote shall be suspended in the event more than one (1) Owner of a Lot attempts to cast it.

ARTICLE 4. ASSOCIATION RIGHTS AND RESTRICTIONS; VARIANCES

Section 4.1. Association Rights and Restrictions.

(a) The Association, acting through its Board of Directors, shall have the right and authority, in addition to, and not in limitation of, all other rights it may have, to:

(i) make and to enforce reasonable rules and regulations governing the use of the Community, including the Lots and the Common Property;

(ii) enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by imposing reasonable monetary fines, exercising self-help powers, and suspending use and voting privileges and services paid for as a Common Expense, as provided herein. These powers, however, shall not limit any other legal means of enforcing the use restrictions or Association rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner;

(iii) grant and accept permits, leases, licenses, utility easements, and other easements necessary for the proper maintenance or operation of the Community under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Community;

(iv) control, manage, operate and, in the Board's discretion, maintain, replace, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration, and to pay all taxes or other expenses with respect to same;

(v) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(vi) represent the Owners in dealing with governmental entities on matters related to the Common Property;

(vii) permanently or temporarily close any portion of the Common Property (excluding: (A) any portion of the Common Property the use of which is reasonably necessary for access to or from a Lot, or (B) any portion of the Common Property over, on, upon or which Declarant has an easement) with thirty (30) days prior notice to all Owners, except that, in

emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may re-open the closed Common Property by a majority of the Total Association Vote, cast at a duly called special or annual meeting;

(viii) enter into Lots for maintenance, emergency, security, or safety purposes, or otherwise to discharge its powers or responsibilities hereunder, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. For purposes of this Paragraph, an emergency justifying immediate entry into a Lot shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist; and

(ix) acquire, lease, hold, and dispose of tangible and intangible personal property and real property.

(b) Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Owners as hereinafter provided. The Board shall prepare a budget of the total estimated cost of the litigation or proceeding which shall be submitted to the Owners for a vote along with the estimate of the total cost of the litigation or proceeding made by the attorney being retained by the Association for the litigation or proceeding. No capital contribution or reserve account funds shall be used for funding the costs of litigation or proceedings. The proposed litigation or proceeding, the budget, and the special assessment for litigation, must all be approved by a vote of the Owners representing at least seventy-five percent (75%) of the Total Association Vote. This subparagraph shall not apply, however, to (a) actions involving imposition and collection of assessments as provided herein; (b) actions brought by the Association to enforce the covenant in this Declaration (including, without limitation, the foreclosure of liens); (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; (e) any land-use or zoning proceedings; or (f) actions brought by the Association for damages in magistrate court. This subparagraph shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 4.2. Variances. Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

ARTICLE 5. ASSESSMENTS

Section 5.1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of administering and operating the Area of Common Responsibility promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors and allowing the Association to fulfill its duties and responsibilities as set forth in Community Instruments.

Section 5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest not to exceed the maximum rate permitted by law per annum on the principal amount due, and costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of every Person who is an Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of a grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or by deed in lieu of foreclosure.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association certifying the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as are fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, assessments shall be paid in annual installments.

Section 5.3. Computation of Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Community during the coming year, which may include, if necessary, a capital contribution or reserve in accordance with a capital budget separately prepared.

The common assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The Board shall cause the proposed budget and assessments to be levied against each Lot for the following year to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. The budget and assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Notwithstanding anything to the contrary herein, Owners shall not have any right to disapprove the budget until after the expiration of the Declarant Control Period.

Section 5.4. Special Assessments. In addition to the other assessments authorized herein, the Board may, at any time, levy a special assessment against all Owners to cover unbudgeted expenses or expenses in excess of those budgeted, notice of which shall be sent to all Owners. Until one hundred percent (100%) of the Community has been developed and conveyed to Owners, any such special assessments must be approved by Declarant.

Section 5.5. Specific Assessments. The Board of Directors shall have the power to specifically assess specific Lots pursuant to this Section, in its discretion, as it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article 5 of the Bylaws, costs and expenses of self-help pursuant, and the costs of maintenance performed by the Association which the Owner is responsible for under Article 9 shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for routine maintenance and repair of items that are the maintenance responsibility of the Association:

(a) expenses of the Association which benefit less than all of the Lots in the Community may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received;

(b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received; and

(c) other expenses specifically contemplated as specific assessments in this Declaration.

Notwithstanding any provision to the contrary contained herein, the cost of performing yard maintenance shall be specifically assessed where all Lots containing a townhome pay a lesser assessment than Lots containing single-family detached home, based upon a calculation by the landscape company of the average length of time it takes to perform the yard maintenance for each type of Lot. All lots containing townhomes and all Lots containing single-family detached homes shall pay a uniform yard maintenance fee based upon the type of Lot.

Section 5.6. Lien for Assessments. All assessments levied against any Lot, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Lot in favor of the Association from the time the sums become due and payable. The Association shall have the right, but not the obligation to evidence the existence of the lien by filing a notice of lien in the Official Records. The lien shall be superior to all other liens and encumbrances on the Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Official Records and all amounts advanced under the terms of and secured by the Mortgage.

All Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

Section 5.7. Effect of Nonpayment of Assessments: Remedies of the Association. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default, as follows:

(a) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of Ten and 00/100 Dollars ($10.00) or ten percent (10%) of the amount not paid may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum or such higher rate as may be permitted by the applicable law shall accrue from the due date thereof.

(b) If part payment of assessments and related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(c) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, and South Carolina law, including reasonable attorneys' fees actually incurred, and suspend the Owner and/or Occupant's right to vote and/or use the Common Property, including the right to bring or park vehicles on the Common Property or have guests bring or park vehicles on the Common Property. However, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Lot or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners or Occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending parking privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

Section 5.8. Commencement of Assessments.

(a) Assessments shall commence as to Lots when the Board of Directors first determines a budget and levies assessments. Except as otherwise provided for herein, the assessments provided for herein shall commence as to each individual Lot on the date that is the earlier of the following: (i) the date that such Lot has been improved with a dwelling for which a Certificate of Occupancy has been issued and has been conveyed to an owner who intends to occupy or lease the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such Occupancy; or (ii) the date that the Lot is transferred or conveyed to a purchaser from a seller who acquired the Lot from the Declarant. Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other person, so long as such Lot is approved for use as a model home and is not being occupied for residential purposes.

(b) Notwithstanding anything to the contrary herein, Declarant shall not be liable or responsible for the payment of any assessments (including annual, special and specific assessments) on the Lots it owns.

Section 5.9. Initiation Fee. The purchaser of each Lot at the closing of the initial sale of the Lot after a residence has been constructed thereon for which a certificate of occupancy or its equivalent has been issued, and all subsequent resales of such Lot shall pay to the Association an initiation fee in the amount determined by the Board. The initiation fee shall not be deemed an advance payment of regular or special assessments. The initial initiation fee will be Two Hundred Fifty and 00/100 Dollars ($250.00) or 25% of the budgeted Assessments for such Lot for the fiscal year during which the closing occurs. The Board shall have discretion to increase the initiation fee by resolution of the Board; provided, however, the initiation fee shall not be changed by the Board without Declarant's consent so long as Declarant owns any property in the Community. Notwithstanding anything to the contrary herein, the initiation fee shall not be due from: (i) any grantee who is the Domestic Partner, spouse or former spouse of the grantor; (ii) any grantee that is a wholly-owned entity of the grantor; (iii) any grantee to whom a Lot is conveyed by a will or through the law of intestacy; (iv) any grantee of a Lot who obtains title pursuant to judicial or nonjudicial foreclosure (or deed in lieu of foreclosure) of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot); or (v) the Declarant or any grantee who is an Approved Builder and who acquires the Lot

from the Declarant. The initiation fee shall be an assessment, which is the personal obligation of the Owner, and shall constitute a lien, which may be collected as provided in this Article.

Section 5.10. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within ten (10) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

Section 5.11. Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, including the roads within the Community which are not otherwise maintained on an ongoing basis by a governmental entity, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 5.3 hereof. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the Declarant Control Period, neither Declarant nor the directors and officers of the Association shall be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

Section 5.12. Budget Deficits During Declarant Control. During the Declarant Control Period, Declarant may, but shall have no obligation to, (a) advance funds to the Association in the form of a loan or gift sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances, if in the form of a loan, shall be evidenced by a promissory note or notes from the Association in favor of Declarant and shall not be deemed a conflict of interest by the directors and officers appointed by Declarant to execute the promissory note or notes, provided, however, the failure to execute a note shall in no way diminish or eliminate the obligation of the Association to repay to the Declarant all sums which the Declarant has loaned the Association, or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

ARTICLE 6. ARCHITECTURAL STANDARDS

Section 6.1. General. No structure, including, but not limited to, a residence, deck, patio, outdoor fireplace, exterior animal containment facility, outbuilding (including, but not limited to, structures of temporary character, trailer, tent, shack, barn), guest cottage, detached garage, carport, playhouse or play equipment, fence, wall or swimming pool shall be placed, erected, installed, or maintained upon any Lot, and no construction or modification (which shall include staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and planting or removal of plants, trees, or shrubs other than as may be permitted in Articles 7, 8 and 9 and excluding the replacement of annual or perennial flowers in pre-approved planting beds and the replacement of dead or diseased trees or shrubs with like plant material) shall take place except in strict compliance with this Article and until complete final

plans and specifications for the proposed construction and/or modification showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan have been submitted to and approved by the ARC. For the purposes of this Section, a change in the paint color of a residence or other exterior redecorating shall be considered an exterior alteration. However, repainting the exterior of a residence or other exterior, repainting the same paint color shall not be considered and exterior alteration. Notwithstanding the foregoing, nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a residence located on a Lot, or to paint the interior of his residence any color desired; provided, however, modifications or alterations to the interior of screened porches, patios, and any other portion of a residence visible from outside the Lot shall be subject to approval of the ARC and the architectural standards and requirement to obtain approval of the ARC shall not apply to the interior finishes in any single family residence constructed on a Lot.

All residences constructed on any portion of the Community shall be built in accordance with the plans and specifications submitted by an Owner, and which plans and specifications have been approved by the ARC.

Until one hundred percent (100%) of the Community has been developed and conveyed to purchasers other than Declarant (or a land banking entity which sells Lots to Declarant) in the normal course of development and sale and Declarant's right to submit Additional Property has expired, Declarant shall have the right to appoint all members of the Architectural Review Committee. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. After Declarant's right to appoint has expired, the Board of Directors shall appoint the members of the Architectural Review Committee, or may adopt a resolution making the Board of Directors the Architectural Review Committee. The Board may employ for the ARC architects, engineers, or other Persons necessary to enable the ARC to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, who shall have full authority to act on behalf of the ARC for all matters delegated. A review fee in a reasonable amount shall be charged.

The primary purpose of these architectural requirements is to protect and preserve property values in the Community by maintaining architectural and aesthetic harmony and compatibility among the Lots and the exterior of structures on the Lots in the Community. The architectural requirements and standards may be designed and applied to reflect that Lots within the Community are of varying sizes, topographies and locations, and that improvements and modifications suitable for one Lot may be inappropriate for another Lot. Therefore, the Architectural Review Committee is authorized to apply or adopt different standards for different Lots to reflect the varying sizes and layouts of Lots within the Community. Specifically, the ARC may, for example, allow an improvement, modification or change which cannot be seen from any street or other Lot within the Community at any time during the year, including winter, but prohibit the same change if it can be seen from any street or other Lot within the Community.

Section 6.2. Guidelines and Procedures. Notwithstanding any provision to the contrary contained herein, these architectural standards and any Design Guidelines adopted for the Community are not intended to address the quality or aesthetics of the interior construction of a residence or the number, size or types of rooms within a residence. By way of example only, no review shall be made of the flooring material that is used, whether the interior of a residence includes crown molding or baseboard the type of each that is used, and the size, number or types of rooms within a residence. Declarant may prepare the initial design and development guidelines and application and review procedures (the "**Design Guidelines**") that shall be applicable to all construction activities within the Community. The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which vary from one portion of the Community to another depending upon the location, unique characteristics, and intended use.

The Architectural Review Committee shall have sole and full authority to adopt and amend the Design Guidelines from time to time, without the consent of the Owners. The Architectural Review Committee shall make the Design Guidelines, if any, available to Owners and Approved Builders, and all

such Persons shall conduct their activities in strict accordance with such Design Guidelines. In the discretion of the Architectural Review Committee, such Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may unilaterally be amended from time to time by the Architectural Review Committee by recordation of amendments thereto, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

Any amendments to the Design Guidelines adopted from time to time by the Architectural Review Committee in accordance with this Section shall apply to construction and modifications approved after the date of such amendment only, and shall not apply to plans or specifications previously approved or require modifications to or removal of structures previously approved by the Architectural Review Committee.

In the event that the Architectural Review Committee fails to approve or to disapprove any application within thirty (30) business days after submission in writing to, and actual receipt by, the Architectural Review Committee of all information and materials reasonably requested, the application shall be deemed denied. However no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the Architectural Review Committee pursuant to Section 6.6 below.

The Architectural Review Committee shall be the only judge of the plans with regard to the requirements of this Article and may withhold approval for any reason, including purely aesthetic considerations. The Architectural Review Committee shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If an Owner does not comply with this Section, the Board may record in the Official Records a notice of violation naming the violating Owner in addition to any other available remedies.

The architectural standards and Design Guidelines, in addition to regulating the appearance of Lots, may regulate the permitted uses for Lots. A Lot's use and type may be further limited by a deed restriction or other restriction that is specific to a Lot or designated Lot and that is recorded in the public records prior to or at the time of conveyance (or at any time with the consent of the Lot Owner). Uses may be revised by modification of the Development Standards in accordance with this Declaration; however, no such modification shall prohibit a legally existing use without the Owner's consent.

Section 6.3. DISCLAIMER. THE ARCHITECTURAL REVIEW COMMITTEE AND THE BOARD OF DIRECTORS DO NOT WARRANT OR REPRESENT, THAT THEIR DECISIONS UNDER THIS ARTICLE CONSTITUTE, AND THEIR DECISIONS SHALL NOT BE INTERPRETED AS CONSTITUTING, AN APPROVAL AS TO COMPLIANCE WITH ANY PARTICULAR ELEVATION REQUIREMENT FOR WHERE THE HOUSE MUST BE BUILT, ANY BUILDING CODE, REGULATION OR ORDINANCE, OR ANY OTHER CODE, REGULATION, ORDINANCE OR LAW. NEITHER DECLARANT, THE BOARD OF DIRECTORS NOR THE ARC SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, OR FOR ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARC NOR MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER OR QUALITY OF APPROVED CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT AND EVERY OWNER HEREBY COVENANTS NOT TO SUE WITH RESPECT TO THE SAME.

Section 6.4. No Waiver. The approval of the Architectural Review Committee of any proposals, plans and specifications, or drawings, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters later submitted for approval or consent.

Section 6.5. No Waiver of Future Approvals. The approval of either the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

Section 6.6. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost to construct or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.7. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, fines, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a specific assessment pursuant to Section 5.5 hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Community, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this Section.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Section 6.8. Commencement of Construction. All changes, modifications and improvements approved by the ARC, including, but not limited to, the initial construction of a residence on a Lot, must be commenced within six (6) months from the date of approval unless an extension is otherwise approved by the ARC. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. Except for the new construction (or reconstruction after a major casualty) of a residence and related improvements on a Lot which shall be completed in its entirety using best reasonable efforts within a time period established by the ARC, all work approved by the ARC shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ARC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement. All approved changes, modifications and improvements which are not completed in their entirety as of the date that the Lot is transferred or conveyed to a new Owner shall be deemed to be void and disapproved by the ARC and the new Owner shall have no vested rights in any plans or partially completed approved change, modifications or improvements. Nothing herein shall limit the ability of the new Owner from filing a new request for the approval of a proposed change, modification or improvement. Notwithstanding anything to the contrary stated herein or the Design Guidelines, no changes, modifications, and improvements approved by the ARC shall be commenced until the Owner conspicuously posts an approval permit and such permit shall remain conspicuously until all construction activities are completed. Said approval permit shall serve only to provide notice to the Community that the change, modification, and/or improvement being made to a Lot has been

approved by the ARC, and shall be in addition to, and not in lieu of, all necessary permits or approvals required by Charleston County, South Carolina or other governmental authorities.

ARTICLE 7. USE RESTRICTIONS AND RULES

Section 7.1. General. This Article, beginning at Section 7.2, sets out certain use restrictions that must be complied with by all Owners and Occupants of Lots. These use restrictions may only be amended in the manner provided in Section 15.2 hereof, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and Occupants of Lots until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Total Association Vote and the consent of Declarant (so long as Declarant owns any Lot for development or sale). Notwithstanding the above, so long as Declarant owns any Lot for development or sale, no rules and regulations which affect Declarant, may be adopted, modified, or deleted without the written consent of the affected Declarant.

Section 7.2. Residential Use. Except for the ground floor level of Lots which have been designated as "live work" or a "mixed use" Lot in a deed restriction approved by Declarant (or which were used as a "live work" or "mixed use" Lot prior to the recording of this Declaration) as otherwise expressly permitted in this Declaration, each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve Persons coming onto the Community who do not reside in the Community or door to door solicitation of residents of the Community (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (e) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of the Common Property facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Lot by an onsite management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 7.3. Number of Occupants. The maximum number of occupants in a dwelling within the Community shall be limited to two (2) people per bedroom. "**Occupancy**," for purposes hereof, shall be defined as staying overnight in a dwelling within the Community for a total of more than forty-five (45) days, either consecutive or non-consecutive, in any one year period. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Lot is a corporation, partnership, trust, or other legal entity not being a natural person, the entity shall give prior notice to the Board of any guests of the entity who will be utilizing the entity's dwelling by designating in writing to the Board the name(s) of the person(s) who will utilize the dwelling. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

Section 7.4. Leasing. "**Leasing**" for the purposes of this Section, is defined as regular, exclusive Occupancy of a Lot by any Person other than the Owner. Occupancy by a roommate of an Owner shall not constitute "Leasing."

(a) General. Except for "live work" or "mixed use" Lots designated in a separate deed restriction approved by Declarant or which existed prior to the recording of the Declaration, Lots may be leased only in their entirety; no fraction or portion of a Lot or Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee. NOTWITHSTANDING THE FOREGOING, ANY COMPLETED HOMES EXISTING ON THE PROPERTY AS OF APRIL 13, 2017 MAY BE LEASED BY THE OWNERS OF SUCH HOMES PURSUANT TO SHORT-TERM AND LONG TERM LEASES AND SUCH RIGHT TO LEASE HOMES SHALL NOT BE TAKEN AWAY, REGULATED, AMENDED, ABRIDGED OR ASSESSED THEREFOR WITHOUT THE CONSENT OF ALL OF THE OWNERS OWNING HOMES BUILT PRIOR TO APRIL 13, 2017; PROVIDED, HOWEVER, SUCH RIGHTS SHALL BE LIMITED BY ALL APPLICABLE ZONING REGULATIONS, LOCAL ORDINANCES AND ANY GOVERNMENTAL AUTHORITY.

(b) Compliance With Declaration, Bylaws, and Rules and Regulations, Use of Common Property, and Liability for Assessments. Each Owner and each lessee, by Occupancy of a Lot, covenants and agrees that any lease for a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Lot:

(i) Compliance With Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law.

(ii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(c) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of Occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Section 7.5. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or Design Guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of Lots and guests and invitees of Occupants or Owners. The Owner shall be responsible for insuring that the Occupant, and the guests, invitees and licensees of the Owner or the Occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7.6. Vehicles. The term "**vehicles**," as used in this provision, shall include without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, golf carts and automobiles. All vehicles shall be parked within garages, on driveways, or on other paved parking areas in the Community designated by the Board as parking areas for vehicles. Parking in yards is prohibited. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the unlicensed or inoperable vehicle shall be considered a nuisance and may be removed from the Community. No bus, recreational vehicle, mobile home, truck with mounted camper, other campers, disabled vehicle, stored vehicle, or towed vehicle, shall be kept or stored on any portion of the Community including on a driveway for more than twenty-four (24) consecutive hours or more than forty-six (46) hours in any seventy-two (72) hour period, except in a garage or screened area approved by the ARC. Notwithstanding the above, boat owners may park their boat and trailer in the streets of the Community for up to forty-eight (48) hours in a seven (7) day period if the boat and trailer do not fit on the driveway of the Owner's Lot when disconnected from the vehicle, provided that it does not block or impair access by emergency vehicles using the street. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. No eighteen-wheel trucks or the cabs of these trucks or commercial trucks with a load capacity in excess of one ton shall be parked, kept, or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community. However, moving vans or service or delivery vehicles may be parked temporarily in the Community for such period of time as is reasonably necessary to provide each service, but no such vehicle shall remain parked overnight without prior written Board consent.

Section 7.7. Traffic Regulations. All vehicular traffic on any streets or alleys in the Community shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a

conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of South Carolina may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets or alleys in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

Section 7.8. Trails. Except as herein provided, the use of the trails, if any, within the Community shall be regulated by the Board of Directors. Bicycles, roller blades, skate boards, go-carts, minibikes, scooters or motorcycles, with or without electric motors, or similar wheeled means of transportation or recreation shall only be permitted on the paths in the Community where such use has been approved by the Board of Directors. Provided, however, this provision shall not prohibit the use of a path by any person with a disability by the use of a wheelchair or other necessary transportation device.

Section 7.9. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any portion of the Community, with the exception of dogs, cats, or other generally recognized common household pets in a reasonable number, as determined in the sole discretion of the Board of Directors. Pets, including, but not limited to, dogs and cats, shall not be allowed to roam free within the Community or on a Lot. Dogs must be kept on a leash and be under the physical control of a responsible Person at all times while on the Common Property; provided, however, dogs need not be leashed within fenced or secured area. All Owners and Occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations.

No potbellied pigs or horses may be brought onto or kept on the Community at any time. In addition, other animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept in the Community at any time. The Board may require that an Owner: (a) remove any animal from the Community that, in the sole discretion of the Board of Directors, presents an actual threat to the health and safety of residents; and (b) abate any nuisance or unreasonable source of annoyance involving an animal being kept on an Owner's Lot. In the event that an Owner fails to remove an animal or abate a nuisance or unreasonable annoyance involving the animal as provided herein, the Board shall have the right to institute legal action to have the animal removed from the Community and all costs associated therewith shall be a specific assessment against the Lot of such Owner.

Without prejudice to the Board's right to remove any animals, the Board may prohibit a household pet that has caused damage or injury from being walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets that are not being kept in accordance with applicable local laws. Pets shall be registered, licensed, and inoculated as required by law.

Any Owner or Occupant who keeps or maintains any pet shall be deemed to have agreed to indemnify and hold Declarant, the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

Section 7.10. Signs. Except as may be provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Declarant related to the development and sale of Lots, no signs, advertising posters, "For Sale," "For Rent" and other similar signs, flyers, political placards or billboards of any kind shall be erected or placed by an Owner, Occupant or other Person, or permitted to remain on the Community without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed four inches (4") by four inches (4") in size may be displayed from within a Lot and one (1) professionally lettered "For Sale" sign not to exceed two feet (2') by two feet (2') in size may be displayed from within the Lot offered for sale. No advertising, directional, or vendor signs shall be permitted within the Community except as authorized by Declarant under Article 13 of this Declaration. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board shall also have the authority to adopt regulations permitting temporary signs on Lots announcing birthdays, graduations or other events for limited periods of time. The Board of Directors shall have the

authority to require that all "For Sale" signs be uniform in appearance and to establish a standard "For Sale" sign that is the only "For Sale" sign permitted to be used in the Community. No "For Rent" signs shall be displayed on the Community.

Section 7.11. Antennas and Satellite Dishes. Except as provided below and as provided for in the Design Guidelines, no satellite dish, antenna, or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic wave or radiation shall be erected, used, or maintained on any portion of the Community; provided, however, that the Association shall have the right to erect, construct, and maintain such devices. The following shall apply to all Owners:

(a) No transmission antenna of any kind may be erected anywhere on the Community without written approval of the Board of Directors or the ARC.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed, or maintained upon the Community.

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of a Lot that includes the satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws, and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna. Notwithstanding any provision to the contrary contained herein, to the fullest extent permitted by law, no Owner shall erect a satellite dish allowed hereunder either in the front yard of a Lot or attach the same to the front portion of a residence if cable signal meeting the minimum requirements of the cable provider can be achieved by attaching the satellite dish to the side or rear portion of a residence or erecting the satellite dish in the side or rear yard of the residence.

Section 7.12. Firearms and Fireworks. The use, display, or discharge of fireworks on or in any portion of the Community is prohibited except on the 4th of July, New Year's Eve or as otherwise approved by the Board of Directors of the Association. The display of lawful firearms in the Community is permitted by law enforcement officers, persons licensed to carry a gun and for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes pellet guns, and other firearms of all types, regardless of size. Notwithstanding any provision to the contrary contained herein, nothing herein shall prohibit and Owner from displaying a firearm inside of a residence on a Lot or using a firearm within a residence, to the extent permitted by law, for self-defense.

Section 7.13. Garbage, Rubbish, Trash and Recyclables. All rubbish, trash, garbage and recyclables shall be regularly removed from a Lot and shall not be allowed to accumulate therein. Garbage and recycling receptacles for individual Lots shall be screened or concealed from view of neighboring Lots and the street on which the Lot fronts except on the day of garbage or receptacle pick-up in which event the containers may be left at the curb for a period not to exceed twenty-four (24) consecutive hours. No garbage, trash or recyclables shall be placed on the Common Property, temporarily or otherwise, except in sealed bags placed in trash cans or proper receptacles designated by the Board for collection, if any. The above provisions in this Section are not applicable to construction debris, rubbish, trash, and garbage of the Declarant or its affiliates; provided, however, all such construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to unreasonably accumulate. The Association may, but shall not be required to, contract with private trash and recycling collection companies to pick up all usual and customary household trash and recyclables on a regular basis.

Section 7.14. Clotheslines, Garbage Cans, Woodpiles, Recreational and Other Equipment. All clotheslines, garbage cans, recycling containers, woodpiles, and related equipment and other similar items shall be located or screened so as to be concealed from view from any street or road. All construction debris, rubbish, trash, recyclables, and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 7.15. Fences. Other than fences constructed as part of the initial approved construction of the improvements on a Lot, no fence, fencing type barrier of any kind including fencing enclosures for pets shall be placed, erected, allowed, or maintained upon any portion of the Community without the prior written consent of the ARC, with the exception that underground electronic fencing shall be allowed. No Owner shall erect or place any fence on or along a common property line, where such property line abuts Common Property, except with the prior written consent of the ARC. No chain link or wire fence shall be erected on any portion of a Lot. No fence erected by anyone other than Declarant shall be taller than four (4) feet in height. In deciding whether to permit a fence, the ARC shall consider whether the fence in the sole discretion of the ARC shall block or adversely affect views of other Lot Owners and view corridors established by the Declarant in the development of the Community.

Section 7.16. Air Conditioning Units. No window air conditioning units may be installed on any Lot. Condensing units for air conditioners shall only be located in the rear or along the side of a dwelling in an elevated, enclosed structure constructed of the same material as the exterior cladding of the residence on the Lot unless otherwise approved in writing by the ARC.

Section 7.17. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property within the Community. Exterior sculptures, benches, fountains, flags, and similar items may not be placed in the front yard of a Lot or on the front exterior of a dwelling without the prior written approval of the ARC.

Section 7.18. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on and in his or her Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier, or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device that causes it to automatically shut off within fifteen (15) minutes.

Section 7.19. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles, boats and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within closed garages unless the same can be completed in less than for (4) hours.

Section 7.20. Personal Property. Except for personal property owned by the Association and personal property kept in areas designated by the Association for that purpose, personal property is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty four (24) hours upon any portion of the Common Property, Area of Common Responsibility, or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Property, Area of Common Responsibility, or on the rights-of-

way located within the Community in violation of this Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

The Association may, but shall not be required to, designate portions of the Common Area for the storage of boats, bicycles, canoes, kayaks and similar recreational property and may construct on the Common Area bicycle, canoe and/or kayak racks and other storage facilities for recreational equipment. The Association shall not be responsible for any theft or damage to personal property kept in such designated storage areas and each Lot Owner hereby indemnifies and agrees to hold the Association harmless from any claims of damage or theft involving the Lot Owner or the guests, renters and families members of said Lot Owner.

Section 7.21. Tree Removal. No trees located on a Lot having a diameter of five (5) inches or more (measured from a point two (2) feet above ground level) or a height of more than twenty (20) feet above the ground shall be removed without the prior written consent of the ARC, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; or (c) trees the main trunk of which are within ten (10) feet of the residence, driveway, or walkways constructed or to be constructed on a Lot. Owners acknowledge that there may from time to time also be restrictions on tree removal contained in City of North Charleston and Charleston County, South Carolina ordinances; in the event of any conflict between such ordinances and this Declaration, the more restrictive provision shall apply. Owner shall provide the Board with documentation explaining why a tree meeting requirements (a) or (b) needs to be removed (such as a letter from an arborist) prior to removing such tree.

Section 7.22. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, storm drains or by installation of fencing. Declarant and the Association hereby reserve a perpetual easement across the entire Community for the purpose of altering drainage and water flow. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. Reseeding any grassed area in a side or rear yard damaged as the result of the exercise of these easement rights shall be deemed to be the reasonable repair of such damage.

Section 7.23. Sight Distance at Intersections. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 7.24. Boundary Line Changes. Boundaries lines between adjoining Lots may be relocated with the consent of the Owners of the affected Lots, provided any such relocation does not violate the applicable subdivision and/or zoning regulations.

Section 7.25. Subdivision of Lots.

(a) No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to subdivide, combine and/or replat any Lot, Lots or other real property owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

(b) Subject to the prior approval of Declarant (so long as Declarant owns any property in the Community) or the Board of Directors (after Declarant does not own any property in the Community), an Owner may combine two (2) or more Lots into one (1) Lot. Any such combination shall not be in violation of the applicable subdivision and/or zoning regulations. The Owner of the combined Lot shall have one (1) vote and shall be obligated to pay assessments as the Owner of one (1) Lot.

Section 7.26. Outbuildings. To the extent permitted under local laws, Owners may construct one permanent outbuilding on a Lot on which a primary residence has already been constructed such as a guest cottage, garage, caregiver suite, office or workshop. Such outbuilding shall not be constructed without the prior written approval of the ARC; shall be attached to a permanent foundation and shall be consistent with the design materials and color with the dwelling on the Lot. No temporary structure shall be constructed or placed on a Lot including shacks, metal outbuildings, sheds, mobile homes, storage units, prefabricated barns, toolsheds or greenhouses and other similar buildings. Tents may only be placed behind a residence and may only be used for recreational purposes provided that they are removed after three (3) days.

Section 7.27. Swimming Pools. No above-ground swimming pool shall be erected, constructed, or installed on any Lot. No in-ground swimming pool or spa shall be erected, constructed or installed on any Lot unless its design, location and placement are approved by the ARC.

Section 7.28. Mailboxes. The Community will contain a central mailbox area and/or mailbox kiosk area as determined by the Board or as installed by Declarant.

Section 7.29. Recreational Equipment. No recreational or playground equipment including, but not limited to, swing sets, jungle gyms, play houses, trampolines, tennis courts, and basketball goals, shall be erected, constructed, or installed on any Lot unless its location, design, and type are approved by the ARC. This restriction shall not apply to recreational equipment removed at the end of each day.

Section 7.30. Window Treatments. All window treatments visible from the exterior of the front of the dwelling on a Lot shall have window treatments that shall either be wooden blinds, or shall be white, off-white or another color approved in writing by the ARC. In no event should bed sheets, paper or foil be used as window treatments.

Section 7.31. Garages. Garage doors shall remain closed at all times, except during times of entry and exit from the garage, or when someone is working or playing in or around the garage.

Section 7.32. Garage Sale. No garage sale, yard sale, flea market or similar activity shall be conducted in the Community without the prior written consent of the Board. Any such activities that have been permitted by the Board shall be subject to all reasonable conditions imposed by the Board.

Section 7.33. Lighting. Except as may be permitted by the ARC, exterior lighting and decorations visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) street lights in conformity with an established street lighting program for the Community; or (c) reasonable seasonal decorative lights displayed during the normal and customary season(s).

Section 7.34. Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept on, parked on, stored on, or removed from any part of the Common Property without the prior written consent of the Board, except as specifically provided herein. There shall be no landscaping on the Common Property by Owners or Occupants without the prior written consent of the Board. This Section shall not apply to Declarant so long as Declarant owns any property in the Community.

Section 7.35. Sidewalks. Other than sidewalks and walkways constructed in the Community by the Declarant, all sidewalks and walkways are subject to approval or disapproval under Article 6 herein.

Section 7.36. Erosion Control and Contamination. No activity which may create erosion or siltation problems in the Community shall be undertaken on any Lot without the prior written approval of the ARC or its designee, of plans and specifications for the prevention and control of such erosion or siltation. Such plans and specifications shall be designed by a professional engineer licensed in the State of South Carolina and all costs and expenses related thereto shall be borne exclusively by the Owner of such Lot. The ARC or its designee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, clean-up activities and requiring landscaping as provided for herein. No activity which results in contamination of or any damage to any pond, lake, stream, water course or any other Lot shall be conducted on any Lot, and each Owner shall be liable for all resulting damages from such activity and for restoration of a property damaged from contamination resulting from or attributable to such activity. In addition, prior to commencing any improvements on a Lot, the Owner of such Lot and any builders, subcontractors, or other agents of such Owner, shall fulfill their obligations to comply with the requirements of the South Carolina Department of Health and Environmental Control or any other governmental agency having jurisdiction thereof.

Section 7.37. Lake/Stream Buffers. Land-disturbing activities shall not be conducted closer to the banks of the any lake or stream within the Community, if any, than is permitted by federal, state or local law or ordinances, as measured from the point where vegetation has been wrested by normal stream flow or as measured otherwise as may be required pursuant to applicable law or ordinance, except with prior written approval under Article 6 of this Declaration and compliance with South Carolina law and all other applicable laws or ordinances, including, without limitation, the Erosion and Sediment Reduction Act of 1983, O.C.S.C. Section 48-18-10, et seq., as amended from time to time. The stream buffer areas existing at the time of the recording of the subdivision plat(s) for the Community are generally shown thereon.

Section 7.38. Buffer and Improvement Setbacks. The Community may contain one or more impervious setbacks, impervious stream setbacks, undisturbed buffers, zoning buffers, buffers for wetlands and/or undisturbed buffer areas, or similarly named areas, as may be shown on the recorded subdivision plat(s) for the Community or identified as zoning conditions affecting the Community. Any buffer areas shall exist as undisturbed natural buffer areas of existing vegetation. Owners shall not disturb any undisturbed buffer areas in any way, including, without limitation, the construction of any improvements in the undisturbed buffer, landscaping, or cutting of trees, bushes or other vegetation. No improvements may be erected within any impervious setback area. Owners are not allowed to maintain or trim the vegetation in any undisturbed buffer or impervious setback areas. The Association is allowed to maintain and trim the vegetation in any undisturbed buffer or impervious setback areas at the direction of the Board, but only in accordance with all applicable zoning and code requirements.

Section 7.39. Lot Coverage and Improvement Setbacks. The Community contains building setback lines (including, but not limited to, zoning setbacks) and is subject to a maximum lot coverage restriction as shown on the recorded subdivision plat(s) for the Community. Except as may be allowed under all applicable zoning and code requirements, Owners shall not construct any improvements encroaching on the building setback lines or in excess of the maximum lot coverage.

Section 7.40. Lakes, Ponds, Wetlands, Creeks and Streams. Except as herein provided, all storm water retention or detention ponds, ponds, lakes, wetlands, creeks and streams within the Community, if any, shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. The Association and/or the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water retention or detention ponds, ponds, lakes, wetlands, creeks, streams or other areas of water within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuge in any storm water retention or detention ponds, ponds, lakes, wetlands, creeks or streams within the Community, or any other Common Property. Applicable governmental agencies, the Declarant and the

Association, shall have the sole right to control the water level of all other bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention or detention ponds, ponds, lakes, wetlands, creeks and streams within the Community. Owners shall have no riparian or littoral rights with respect to the waters in any storm water retention or detention pond, ponds, lakes, wetlands, creek or stream within the Community and shall not be permitted to withdraw water from any storm water retention or detention pond, ponds, lakes, wetlands, creek or stream as may exist in the Community without the prior written consent of the Board of Directors.

ARTICLE 8. COVENANTS TO ENCOURAGE SUSTAINABLE LIVING

Section 8.1. Solar Panels. Notwithstanding any provision to the contrary contained herein, Owners shall, with the prior written approval of the ARC, be permitted to install solar panels on portions of the roof of the dwelling on the Lot sloping towards the rear of the Lot, provided that solar panels are not visible from the front of the Lot or other view corridors as determined in the sole discretion of the ARC.

Section 8.2. Compost Piles. Notwithstanding any provision to the contrary contained herein, Owners shall be permitted to keep a compost pile in the rear of the Owner's Lot without approval of the ARC provided that:

(a) the compost is fully enclosed in an impervious container that is not accessible to animals or rodents; and

(b) the compost pile is not any closer than twenty-five (25) feet to a side or rear property line of a Lot and within the sidelines of the residence on the Lot.

Section 8.3. Vegetable Gardens. Notwithstanding any provisions to the contrary contained herein, Owners shall be permitted to have a vegetable garden in the rear of the Owner's Lot with prior approval of the ARC, provided that:

(a) the vegetable garden is planted in a raised bed enclosed by treated wooden boards that are at least 1" in width and at least 8" high when measured from grade;

(b) only vegetables, fruit or herbs are grown in the vegetable garden;

(c) the vegetable garden is weeded, vines are staked and no plants in the vegetable garden are permitted to grow outside of the raised bed area;

(d) all dead plants or portions thereof are immediately removed from the vegetable garden;

(e) the garden area is covered with pine straw or mulch at any time the garden is dormant;

(f) the total square footage of the garden area does not exceed one hundred (100) square feet; and

(g) Garden placement is within the sidelines of the residence on the Lot.

The Board may also establish community garden(s) in the Common Property and develop separate guidelines relating to the use and maintenance of such area(s).

Section 8.4. Rain Barrels. Notwithstanding any provision to the contrary contained herein, Owners shall be permitted to connect downspouts to plastic rain barrels without prior approval of the ARC provided that:

(a) the water collected in the rain barrel is used for watering plants, irrigation, or other outdoor household purposes;

(b) the water is not permitted to stagnate where it has an odor;

(c) the rain barrel is enclosed so that it is not accessible to or a breeding ground for animals, rodents or insects; and

(d) the rain barrel is beige or brown in color or of a natural wood appearance.

Section 8.5. Other Energy Devices. Notwithstanding any provision to the contrary contained herein and except for devices installed by Declarant, Owners shall be permitted to install artificial or man-made devices which are designed or used for collection of energy by wind or geothermal energy or other similar purposes, provided that such devices are:

(a) Installed on the rear of the Lot;

(b) Not visible from the front of the Lot;

(c) Not in violation of any governmental or regulatory regulation; and

(d) Approved by the ARC prior to installation.

ARTICLE 9. MAINTENANCE; CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

Section 9.1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping, fencing, paving and other improvements located on the Common Property. Specifically, but not by way of limitation, the Association shall maintain: (a) all storm water retention detention or ponds and structures located in the Community, if and to the extent such ponds and storm water drainage systems are not maintained by a public entity, governmental entity, or owners of neighboring property; (b) all entrance features in the Community whether located on a Lot or on the Common Property; (c) sidewalks whether located on a Lot or on the Common Property unless maintained by a public entity; (d) any streets and alleys located within the Community which are not maintained on an ongoing basis by a governmental or public entity; (e) any retaining walls in the Community which serve more than one (1) Lot; (f) all Community greenspace, walkways and Common Property; (g) any recreational amenities serving the Community, including gazebos and walking trails within the Community, if any; (h) any lakes, dams, ponds and appurtenant structures located within or outside of the Community unless maintained by a public entity; (i) all street lighting in the Community to the extent not maintained by a governmental entity; and (j) any central mailbox areas and mailbox kiosks within the Community.

The maintenance responsibility for any lakes located within the Community shall include, without limitation, inspecting and maintaining the dams impounding such lakes and performing any dredging or other necessary maintenance of the lakes.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether located within or outside the Community, where the Board has determined that such maintenance would benefit the Association.

The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Declarant or its affiliates.

Except as provided above, the Association shall maintain part or all of the yards (excluding the improvements on the Lot) and an easement is hereby reserved for such maintenance. Similarly situated Lots are to be treated the same with regard to yard maintenance. Maintenance of yards by the Association shall be performed at the expense of the Association and shall include maintenance only and shall not include any responsibility for replacing dead or dying grass, bushes, shrubs, trees, or other vegetation. Such maintenance shall be performed at a level to be determined in the sole discretion of the Board; provided, however, that all Lots maintained by the Association shall be maintained according to the same standard. In addition, the Board may decide that the Association shall maintain any or all vegetation originally planted or placed by the Declarant or its affiliates on the areas to be maintained by the Association as provided above. Owners shall have the right to add planters, trees, shrubs, bushes, plants and other vegetation to the portions of the Lots maintained by the Association so long as such additions otherwise comply with this Declaration, but any of these additions shall be maintained by the Owner. Owners shall have the right, but not the obligation, to individually contract with the Association's landscape contractor to maintain those portions of the Lots which the Association does not maintain. No Owner shall be entitled to a diminution in assessments hereunder due to the fact that such Owner has a smaller yard area to be maintained by the Association than other Owners, whether by reason of a garage, approved fencing or any other reason.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner or Occupant, his or her family, guests, lessees, or invitees, and is not completely covered or paid for by insurance, then the Association may perform the maintenance, repair, or replacement at the expense of the Owner or Occupant, and all costs shall be added to and become a part of the assessment obligation of the Owner or Occupant and shall become a lien against the Lot of that Owner or Occupant.

The Association shall perform all maintenance in a manner consistent with the Community-Wide Standard.

Section 9.2. Owner's Responsibility. Except as provided in Section 9.1 above and unless such maintenance responsibility is otherwise assumed or assigned to the Association pursuant to this Declaration, or any Supplementary Declaration, all maintenance of the Lots and all structures, parking areas, landscaping, and other improvements on a Lot shall be the sole responsibility of the Owner, who shall maintain such areas in a manner consistent with the Community-Wide Standard and this Declaration. The regular removal of mold and mildew from any exterior improvements on a Lot shall be deemed to be part of the Community-Wide Standard applicable to the Community. In the event that the Board of Directors determines that such areas are not maintained in a manner consistent with the Community-Wide Standard and this Declaration, except in an emergency situation, the Board of Directors shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall state the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of the notice to complete the maintenance, repair, or replacement. In the event that the maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, the Owner shall begin the work and shall complete it within a reasonable time. If the Board determines that (i) an emergency exists, or (ii) that an Owner has not complied, the Association may provide the maintenance, repair, or replacement at that Owner's sole cost and expense, and all costs including reasonable attorneys' fees shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

Section 9.3. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary as the composition of the Board of Directors changes. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations by the Board.

Section 9.4. Conveyance of Common Property by Declarant to Association. Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Section 9.5. Removal of Improvements on Common Property by Declarant. So long as Declarant owns any property in the Community (or property in the Community which is owned by a land banking entity which sells Lots to the Declarant), Declarant shall have the right, privilege, and option from time to time to remove, add, reconfigure, relocate, modify, and alter any and all improvements located on the Common Property.

ARTICLE 10. INSURANCE AND CASUALTY LOSSES

Section 10.1. Association Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Property and on other portions of the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement thereof in the event of a casualty. If blanket "all-risk" coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

The Board also shall obtain a commercial general liability policy covering occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Area of Common Responsibility. If generally available at reasonable cost, the commercial general liability policy shall have at least a One Million Dollar ($1,000,000) combined single limit as respects bodily injury and property damage and at least a Two Million Dollar ($2,000,000) limit per occurrence and in the aggregate. The liability insurance obtained by the Association pursuant to this Declaration shall cover the Association and the officers, agents and employees of the Association, the Owners, and their respective Mortgagees. The Association shall be designated as the named insured, individually and as agent for the Owners collectively, without naming them individually, and as agent for their respective Mortgagees.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners or Occupants, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 5.5 hereof.

All insurance coverage obtained by the Board of Directors shall be governed by the following provisions:

a. All policies shall be written with a company authorized to do business in the State of South Carolina.

b. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

c. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.

d. All property insurance policies shall have an inflation guard endorsement, if reasonably available.

e. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement.

f. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Charleston County, South Carolina area.

g. The Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subjected to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subjected to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which it may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy excludes individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to other insurance required by this Section, the Association shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

In addition to the other insurance required by this Section, the Board may obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board using its best business judgment.

Section 10.2. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the improvements on the property maintained by the Association as a result of any event covered by the Association's insurance, unless seventy-five percent (75%) of the Total Association Vote and Declarant (so long as Declarant owns any property in the Community) decide within sixty (60) days after the loss not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Property shall be repaired or reconstructed.

If it is determined in the manner described above that the damage or destruction to the Common Property shall not be repaired or reconstructed and no alternative improvements are authorized, the affected portion of the properties shall be cleared of all debris and ruins. Thereafter, the properties shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

(a) Cost Estimates. After a casualty causing damage to property maintained by the Association, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures, if any, to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If insurance proceeds are not sufficient to defray the estimated costs of reconstruction and repair of the property maintained by the Association, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment in an amount necessary to cover the insufficiency may be made against all of the members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be retained by the Association.

(c) Plans and Specifications. Any reconstruction or repair of the property maintained by the Association shall be substantially in accordance with the plans and specifications under which the Community was originally constructed, except where changes are necessary to comply with current applicable codes.

(d) Damage and Destruction to Improvements on Lots. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner within seventy five (75) days after the damage or within the required period and shall be diligently and continuously pursued until their completion. Alternatively, the Owner may demolish and remove all damaged improvements on the Lot within seventy five (75) days after such damage or destruction and maintain the property in a neat and clean condition consistent with the Community-Wide Standard.

ARTICLE 11. CONDEMNATION

In lieu of or under threat of condemnation by a governmental or other entity with the lawful power to condemn property, the Board of Directors shall have the power to convey portions of the Common Property to such governmental or other entity which has a lawful power to condemn real property in lieu of or under threat of condemnation. The award made for such taking shall be used by the Association as follows:

(a) If the taking involves a portion of the Common Property on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Area of Common Responsibility to the extent lands are available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property described in **Exhibit "A"** of this Declaration or has an unexpired right to submit the Additional Property to this Declaration, and Owners representing at least a majority of the Total Association Vote shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board of Directors of the Association. If such

improvements are to be repaired or restored, the provisions in Article 10 hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking does not involve any improvements on the Area of Common Responsibility, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine.

ARTICLE 12. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 12.1. Notices of Action. An Eligible Mortgage Holder, who provides a written request to the Association (such request to state the name and address of such Eligible Mortgage Holder and the Lot number) will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgagee Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action, which would require the consent of a specified percentage of Mortgagees.

Section 12.2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Association easement areas.

Section 12.3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 12.4. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 12.5. Liability for Common Expenses. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the

Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

Section 12.6. Applicability of This Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Article.

Section 12.7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE 13. EASEMENTS

Section 13.1. Easements for Utilities. There is reserved to Declarant, Approved Builders, and the Association blanket easements upon, across, above, and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining (a) all utilities serving the Community or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, (b) water runoff and storm drainage systems, and (c) any other services such as, but not limited to, a master television antenna system, cable television system, or security system which may be installed to serve the Community. It shall be expressly permissible for Declarant, the Association, or the designee of either, to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables, and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document, Declarant or Board, as applicable, shall have the right to grant such easement.

Section 13.2. Easement for Entry. In addition to the right of the Board to exercise self help as provided herein, the Board shall have the right, but not the obligation, to enter upon any property within the Community for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The Board shall have the right to enter to cure any condition that may increase the possibility of a fire, slope erosion, or other hazard if an Owner or Occupant does not cure the condition after request by the Board and in such event, the Owner shall be obligated to reimburse the Association for the cost of curing such condition and the Association may charge such cost to the Lot, as a specific assessment in accordance with Section 5.5 herein. For purposes of this Section, a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sounds indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered emergencies justifying immediate entry onto any Lot. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a property shall exist.

Section 13.3. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, including any and all Lots, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required pursuant to this Declaration. This maintenance shall be performed with a minimum of interference to the quiet enjoyment of a Lot.

Section 13.4. Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation of the Association, use restrictions, rules and regulations, Design Guidelines, and any amendments thereto, so long as Declarant owns any property in the Community for development and/or sale or has an unexpired right to submit Additional Property to this Declaration, Declarant on behalf of itself and all Approved Builders do hereby reserve an easement across

all property in the Community for Declarant and all Approved Builders to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and all Approved Builders development, construction, and sales activities related to property described on **Exhibit "A"** to this Declaration and the Additional Property, including, but without limitation, (a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (b) the right to tie into any portion of the Community with driveways, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (d) the right to grant easements over, under, in or on the Community, including, without limitation, the Lots, for the benefit of the Additional Property for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to carry on sales, marketing and promotional activities in the Community; (f) the right to erect and maintain signs; (g) the right to construct and operate business offices, construction trailers, model residences, and sales offices; and (h) the right to use the parking facilities within the Community. Declarant and Approved Builders may use residences, offices, or other buildings owned or leased by Declarant as model residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without Declarant's express written consent until Declarant's rights hereunder have terminated as hereinabove provided.

Section 13.5. Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, that nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Official Records or which may exist in favor of property owners adjoining the Community. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community which, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

Section 13.6. Easement for Entry Features and Street Signs. There is hereby reserved to Declarant, and granted to the Association, and the designees of either, an easement over and upon all of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features.

Section 13.7. Trash Receptacle Easement. Declarant hereby declares, creates, imposes and establishes a non-exclusive joint and reciprocal easement in perpetuity over and across an area five (5) feet wide running along and contiguous to the boundary line of any private streets, alleys or drives in the Community as shown on the recorded subdivision plats for the Community for the placement of trash receptacles for pickup.

Section 13.8. Easements for Drainage. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof (but without obligation on the part of Declarant). Areas of storm drainage piping and retention or detention ponds within the Community may be maintained by

governmental entities and such governmental entities may have easements over, across and under such areas. This easement shall include the right (but not obligation on the part of Declarant) to construct and maintain catch basins, retention or detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill, except as otherwise handled by governmental entities. In addition, there is hereby reserved to the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community (but without obligation on the part of Declarant); provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surface in the Community. Neither the Declarant, the Association nor any builder or Owner constructing according to plans and specifications approved or deemed approved under Article 6 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from such construction.

Section 13.9. Easement for Private Alleys and Drives, and Signs. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, nonexclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across any private alleys, drives and streets which are not otherwise maintained by a governmental entity, as depicted on the recorded subdivision plats for the Community and which serve more than one (1) Lot. The right-of-way easement herein granted shall permit joint usage of such easement by (a) the Owners and Occupants, (b) the legal representatives, successors and assigns of the Owners, and (c) invitees and licensees of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any such easement area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional nonexclusive easements to third parties, over, under and across the easement area. Declarant hereby reserves for the benefit of Declarant and grants to the Association as Common Property, the perpetual nonexclusive right and easement upon, over and across the private drives for the installation, maintenance, and use of such drives, sidewalks, traffic directional signs, grading for proper drainage, and related activities and improvements. In addition, all Lots shall be subject to a perpetual easement in favor of the Association and all other Lot Owners for maintenance, management, repair, landscaping, and non-exclusive ingress, egress, use and enjoyment, of any private alleys which are located in the Community, as shown on the recorded plats for the Community, whether said alleys are located on Common Property or are located on Lots. This easement right includes rights of contractors and repair persons, including, but not limited to, their employees, personnel, agents and representatives, as well as Association agents and representatives, engaged by the Association to enter upon any and all Lots from time to time as necessary in order to perform any of the above repair or maintenance work. Owners of the Lots shall not impair access to, or otherwise alter in any way, said alleys or landscaping.

Section 13.10. Easements for Declarant and Association to Ponds and Lakes. Declarant hereby expressly reserves a perpetual easement for itself and its successors and assigns and the Association on, over, across and under such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns) or the Association, as is reasonably required for maintenance of any lake, lakebed, dam, pond or shoreline located within the Community. Such maintenance, if performed, shall, to the extent reasonably possible, be performed with a minimum of interference to the quiet enjoyment of Owners' property. Reasonable steps shall be taken to protect the Community, and damage to the Community shall be assessed against the Owner of the Lot causing the damage at its sole expense. Lakes, ponds and dams shall, without limitation, be included in the property that may be conveyed by Declarant and its affiliates and which shall be accepted by the Association. Declarant and its affiliates shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section, including, without limitation, dredging or otherwise removing silt from any lake or pond that may be conveyed, and Declarant and its affiliates shall have no duty or obligation to convey any property or property rights to the Association, regardless of whether or not any such property has been made available for the use of Owners. The Association shall also accept assignment of, and shall assume and agree to perform, any contracts entered into by Declarant and its affiliates for the benefit of the Association, its members or the

Owners, including, without limitation, detention pond maintenance agreements and all types of utility easements.

Section 13.11. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

Section 13.12. Easements for Encroachments. The dwellings located on the Lots may have certain eaves, roof overhangs, building materials and other structures attached to the walls and roofs of such dwellings which may encroach over or extend into the air space, improvements and/or real property located on adjoining or continuous Lots and/or Common Property. All of the Lots and the Common Property shall be subject to easements for encroachments and for the maintenance, repair and replacement thereof as a result of construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement so long as such encroachment exists. If any such Lot, including any dwelling located thereon, is damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, the Owner of such Lot shall have an easement to reconstruct such encroachments in connection with the reconstruction of such dwelling. Easements shall also exist for encroachment upon the Common Property and/or Lots as necessary for the express purpose of maintenance, repair and restoration of any Lot or structure located thereon. The easements shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance, repair and restoration. The Owner of the Lot exercising the easement right shall be liable for the prompt repair of any damage to the property over which the easement is exercised which is caused by the maintenance, repair or restoration work. The damaged portions of such property shall be restored to substantially the same condition as existed prior to the damage.

ARTICLE 14. ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 14.1. Annexation of Property. For twenty-five (25) years from the date this Declaration is recorded in the Official Records, Declarant shall be entitled to unilaterally annex a portion or all of the Additional Property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Official Records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall require the signature of the Declarant only (and owner of the subjected property if not Declarant) and shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided in such Supplementary Declaration. After the twenty-five (25) year period has expired, subject to the consent of the owner, upon the affirmative vote, or written consent, or any combination thereof, of Owners holding a majority of the Total Association Vote, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Official Records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided in the Supplementary Declaration.

Section 14.2. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community in the sole discretion of Declarant. During the period that Declarant has the

right to appoint and remove the officers and directors of the Association, Declarant shall have the right to unilaterally amend the Declaration to withdraw portions of the Common Property to allow for additional development and changes in the development patterns of the Community provided that the same comply with all applicable local laws.

Section 14.3. Additional Covenants, Easements and Sub-Associations. Declarant may unilaterally subject, or consent to subjecting by the Owners thereof, any portion of the Community submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants creating a Sub-Association, sub-homeowners or condominium association or obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association and any Sub-Association through assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration or Sub-Association declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than Declarant.

ARTICLE 15. GENERAL PROVISIONS

Section 15.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, if South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty-five (25) years, unless at least sixty-six and two-thirds percent (66 2/3%) of the record Owners execute an agreement to prevent renewal of the covenants and such agreement is recorded in the land records of the county in which the Community is located. A written instrument reflecting termination must be recorded within two (2) years prior to the expiration of the initial twenty-five (25) year period or any subsequent twenty-five (25) year period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

Section 15.2. Amendment.

(a) This Declaration or the Bylaws may be amended unilaterally at any time and from time to time by Declarant (i) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (ii) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the property subject to this Declaration; (iii) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the property subject to this Declaration; or (iv) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the property subject to this Declaration. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Owner consents to the amendment in writing. Further, so long as Declarant owns any Lot for development or sale, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not directly, materially and adversely affect the substantive rights of any Owner, nor shall it directly, materially and adversely affect title to any Lot without the consent of the affected Owner. Any amendment to withdraw property from the Common Area (including, but not limited to, an amendment to resubmit the withdrawn property as Lots) shall be deemed not to have a direct, material or adverse effect on the rights of any Owner.

(b) In addition to the above, this Declaration or the Bylaws may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least sixty percent (60%) of the Total Association Vote and the consent of Declarant (so long as Declarant owns any Lot for development or sale or Lots are owned by a land banking entity which is selling Lots to Declarant). Amendments to this Declaration or the Bylaws shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration or the Bylaws which reserves, grants, or exempts special rights, easements, or exemptions to Declarant or to any Approved Builder shall be amended or removed without Declarant's or Approved Builder's prior written consent so long as Declarant or Approved Builder owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

(c) Any action to challenge the validity of an amendment adopted under this Section must be brought within six (6) months of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 15.3. SECURITY. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY IN THE COMMUNITY. HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY FOR THE COMMUNITY. FURTHERMORE, NEITHER DECLARANT NOR THE ASSOCIATION REPRESENTS THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE COMMUNITY AND COMMIT CRIMINAL ACTS NOR DOES DECLARANT OR THE ASSOCIATION REPRESENT THAT CRIMINAL ACTS WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY, AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

Section 15.4. Dispute Resolution. Any Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or Occupant files any lawsuit against the Association, the Board, any director or officer or any agent of the Association. The Owner or Occupant shall in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time, and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than thirty (30) nor more than sixty (60) business days from the date of receipt of the notice of hearing by the person requesting the hearing. If the dispute still exists after such hearing, the Owner or Occupant, as the case may be and the Board of Directors agree to submit the dispute to mediation prior to the Owner or Occupant filing suit. The mediation shall be conducted by a licensed alternative dispute resolution company agreed to by the parties which regularly handles the mediation and arbitration of claims. The cost of such mediation shall be borne equally by the parties.

Section 15.5. Partition. The Common Property shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Community.

Section 15.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 15.7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 15.8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 15.9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 15.10. Transfer of Declarant's Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Official Records.

Section 15.11. Sale of Lots. An Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give written notice to the Board of Directors of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish to the Board as part of the notice (a) the name and address of the buyer; and (b) such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Lot, the purchaser of the Lot shall give written notice to the Board of Directors of his or her ownership of the Lot. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Lot and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

Section 15.12. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property in the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 15.13. No Discrimination. No action shall be taken by the Declarant, the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

Section 15.14. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any declaration affiliated with the Community and the corresponding association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and the provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any declaration or association affiliated with the Community shall be subject and subordinate to those of this Declaration and the Association. In the event of a conflict between the provisions of this Declaration and the provisions of South Carolina law, then to the extent that the provisions of South Carolina law cannot be waived by agreement, South Carolina law shall control.

Section 15.15. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate the right or privilege.

Section 15.16. Variances. Notwithstanding anything to the contrary contained in this Declaration, Declarant, as long as it owns a Lot for sale within the Community, and the Board of Directors or its designee shall be authorized, but not required, in its sole discretion to grant individual variances from any of the provisions of this Declaration, the Bylaws, and any rule, regulation, or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case would not materially harm other Owners or negatively affect other Owners' quality of life in the Community.

Section 15.17. Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Community or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

Section 15.18. Disclosures. Each Owner and Occupant acknowledges the following:

(a) Community Conditions. Since in every community, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside or inside the Community that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with community conditions that could affect the Lot.

(b) Adjacent Properties. Declarant makes no representations or warranties regarding the future development or use of the Additional Property or other properties adjacent to or in the vicinity of the Community (collectively "**Adjacent Properties**"), which may not necessarily be restricted exclusively to residential use, but shall be subject only to uses allowed by applicable zoning ordinances, including without limitation, office, retail or other commercial uses. Any floor plans, renderings, models, drawings, and the like, which purport to depict such Adjacent Properties, or any portion thereof, are merely projections, which are subject to change and do not reflect an actual commitment to develop the Adjacent Properties in any particular manner. No Owner and Occupant shall rely or any projected plans for the future development of the Adjacent Properties as an inducement to acquire of occupy a Lot.

(c) Off-Site Conditions. Declarant shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Community or any portion thereof, and such inaction by Declarant shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by Declarant.

(d) Crime. Crime exists in every neighborhood and Declarant and the Association and their affiliates make no representations regarding crime or security, that Declarant and the Association are not providers of security and that if an Owner is concerned about crime or security, Owner should consult a security expert. Owners should be alert to and guard against the potential for crime. Crime statistics are maintained by the police in the jurisdiction in which the Community is located. It shall be Owner's sole responsibility to keep abreast of trends in criminal activity and to act accordingly.

(e) Easements. The Community is subject to all conditions, restrictions and easements of record and those set forth on the Survey, including, but not limited to, all drainage and sanitary sewer easements shown thereon.

(f) Right-of-ways. The Community is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(g) Light and Views. The natural light available to and views from an Owner's Lot may change over time due to, among other circumstances, additional development and the growth or removal or addition of landscaping within the Community and in the surrounding neighborhood. Light may emit from structures located on Adjacent Properties.

(h) Zoning. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(i) Schools. No representations are made regarding the schools that currently or may in the future serve the Lot.

(j) Construction Activities. Declarant may be constructing portions of the Community and engaging in other construction activities related to the construction of Common Property and additional phases of the Community. Such construction activities may, from time to time, produce certain conditions on the Community, including, without limitation: (A) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; and/or (H) other conditions that may threaten the life-safety of Persons on the Community. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Community resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration.

(k) Construction Changes. Building code requirements may change during the construction of the Community and may not necessarily be incorporated into the design or construction of the Community. During construction, there may be changes and alterations made to the original stamped and approved design drawings and the construction of the Community as a matter of necessity to achieve cost savings and due to field changes ordered by the architect, engineer, seller and various building inspectors.

(l) Community Scope. During the course of the construction of any home on a Lot within the Community or construction on any Common Property, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and may occur as a matter of intention and/or as a matter of necessity. Therefore, some code requirements may change during the interim period which may not be incorporated into the design of the Community.

(m) Construction Materials. Various substances used in the construction of the improvements in the Community may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specifically treated, handled and/or removed from the Community. The construction materials used may contain some of the following chemicals and minerals in measurable amounts: water (which may allow the growth of mold, mildew and fungus); formaldehyde (used in the manufacture of carpeting, insulation and pressed wood products); arsenic (used in treating wood products); methylene chloride (used in paint thinners); fiberglass; and petroleum products. Declarant has no expertise with respect to toxic wastes, hazardous substances, pet dander, dust mites, or other undesirable substances. Such substances can be extremely costly to correct and remove and Declarant shall have no liability to the Association, any Owner or any Occupant regarding the presence of such substances in the Community. All buildings contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals.

(n) Asbestos. Asbestos can found as accessory minerals in mineral deposits and occurs in its natural state in some rock formations. Neither Declarant nor the Association shall conduct tests to determine the presence or absence of any type of naturally occurring asbestos in the soil of the

Community. Neither Declarant nor the Association makes any representations or warranties concerning the presence or absence of said minerals.

(o) Gases. The grading of the soil and other elements created by nature, as well as building materials developed by humans, many times create unwanted and undesired gases and other contaminates in homes and residential buildings, both new and used. Also, since energy conservation has become a concern, there is a need to build homes and residential buildings that are more airtight. As a result, these homes and residential buildings trap unwanted gases in different degrees depending on how each person lives within their home or such residential building. To date measurements of such unwanted gases (such as the radon gas described below and carbon dioxide) are reported as parts of the air they occupy. Since the quality of air a person breathes can affect his or her health, Declarant recommends frequent airing of a residence to introduce fresh air uncontaminated with such gases.

(p) Radon. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes and residential buildings in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home or residential buildings through a variety of sources. Owners or Occupants seeking information about radon can contact the EPA or a state environmental office. Neither Declarant nor the Association has any expertise in the measurement or reduction of radon in homes or residential buildings or regarding acceptable levels or possible health hazards associated with radon. Neither Declarant nor the Association makes any warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

(q) Carbon Monoxide. Carbon monoxide is a dangerous gas that typically cannot be smelled or seen. It is produced as a common by-product of the combustion (burning) of fossil fuels. Most fuel burning equipment (natural gas, gasoline, propane, fuel oil, and wood), if properly installed and maintained, produces little carbon monoxide. The by-products of combustion are usually vented to the outside. However, if there is a shortage of oxygen to the burner, or the venting is not adequate, carbon monoxide production can increase to dangerous levels. Common sources of carbon monoxide include gasoline engines running in closed garages, fuel-burning space heaters or water heaters with improper venting, and blocked chimneys or vent pipes. Each Owner should have a qualified professional routinely maintain and inspect all heating systems and any fuel-burning appliances serving the Owner's Lot annually to ensure they are in good working condition. Each Owner should have a qualified professional routinely inspect appliance vents in the Lot annually for blockages, corrosion, cracks or leakage. Each Owner should consider installing and maintaining a carbon monoxide detector and alarm that measures the amount of carbon monoxide in the air and sounds an alarm at certain levels. The detector should be considered as a backup and not as a replacement for proper use and maintenance of fuel-burning appliances.

(r) Noise. Owners and Occupants shall not undertake or pursue hobbies or other activities on a Lot which violate any local noise ordinances.

(s) Utility Infrastructure. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

(t) Plans. Any floor plans, advertising materials, brochures, renderings, drawings, and the like, which purport to depict the homes to be constructed on Lots in the Community or any portion thereof, are merely approximations and do not necessarily reflect the actual as-built conditions of the same. Due to the unique nature of the construction process and site conditions, room dimensions, size and elevations may vary from home to home within the Community.

(u) Encroachments. Improvements may have been constructed on Adjacent Properties that encroach onto the Community.

(v) Trees. Trees, plants, shrubbery, rocks and landscaping existing within the Community may be adversely affected or removed during development construction activities and homebuilding activities within the Community.

(w) Erosion. There may be drainage systems for surface water runoff within the Community and portions of the Community may be subject to erosion and/or flooding during certain types of weather conditions.

(x) Sound and Vibrations. Homes on Lots within the Community will not be soundproof, free of vibrations, and sound and vibrations may be transmitted from one Lot to another, from the Common Property to a Lot and from outside of the Community to a Lot. By way of example only, sound and vibrations may be felt from such things as sirens, whistles, horns, the playing of music, equipment being operated, construction activity, building and grounds maintenance being performed, ambulances, airplanes, trains and other generators of sound and vibrations typically found in and around a neighborhood.

(y) Odors. There may be odors (from restaurants, food being prepared and dumpsters) which affect the Community.

(z) Water. Water may pond on various portions of the Community having impervious surfaces.

(aa) Images and Photography. At various times, Declarant and the Association may use exterior images, pictures and photography of the Community, including Lots, for publication, advertising, sales and marketing purposes. Photography and film activities (including bright lighting) related to sales and marketing of the Community may occur at various times of the day within the Community so long as Declarant (or a land banking entity which sells Lots to the Declarant) owns a Lot within the Community.

(bb) Marketing. From time to time, there may be marketing collateral throughout the Community, including, but not limited to, signs, flags, banners, media advertising, etc.

(cc) Media Equipment. Electronic media equipment located in the Common Property (including, but not limited to televisions) may be the property of third party(ies) and such third party(ies) shall retain the right to remove or alter such equipment at any time.

(dd) Community and Street Names. The name of the Community and street names within the Community may change.

Section 15.19. Mixson Club Membership. The Association believes that since the property owned by Mixson Club, LLC ("**Mixson Club**") is a major focal point and gathering spot for Owners in the community and visually appears to be an integral part of the community, it is critically important for the success and stability of the community that the Mixson Club operate as a privately owned, for-profit entity existing on a firm financial footing. To this end, the Association has negotiated and will pay for a one (1) year membership in the Mixson Club on behalf of the Owners of each new residence completed on a Lot after April 13, 2017 ("**New Residences**").

Any completed residences existing in the Community as of April 13, 2017 shall continue to have the right, but not the obligation, to join the private Mixson Club or its successors and assigns, subject to terms and conditions established by the Mixson Club.

The Owner of each New Residence will be subject to an individual parcel assessment ("**Individual Parcel Assessment**") for a period of four (4) years following the closing of the New Residence. The Individual Parcel Assessment shall be in addition to all other assessments of the Association against the New Residence. Upon the end of the four (4) year term, each New Residence shall no longer be subject to

the Individual Parcel Assessment for the Mixson Club and the Owner of each New Residence shall have the right to join or not join the Mixson Club on terms and conditions established by the Mixson Club.

The amount of the Individual Parcel Assessment paid to the Association shall be 1) a one-time assessment fee equal to the initiation fee charged by the Mixson Club at the time of the initial closing of the New Residence, and 2) an assessment equal to membership dues the Owner would pay to the Mixson Club if the Owner and Owner's family residing in the New Residence were to join the Mixson Club for a four (4) year period following the Owner's purchase of the New Residence ("**Membership Dues**"). The Individual Parcel Assessment shall be paid as set forth below:

(a) The assessment equal to the one-time initiation fee shall be paid to the Association at the closing of the sale of each New Residence.

(b) Membership Dues shall be billed annually by the Association and paid quarterly to the Association. Membership Dues for the initial quarter shall be prorated based on the number of days left in the quarter.

(c) Notwithstanding the above, Membership Dues obligation for the first year of membership shall not exceed the rates published by the Mixson Club. The Membership Dues obligation may be increased by an amount not to exceed five percent (5%) per year after the first full year of an Owner paying the Membership Dues.

Owner's right to enjoy the Mixson Club and its facilities shall be subject to the Owner not being delinquent in the payment of the Individual Parcel Assessment to the Association, and, complying with the rules and regulations of the Mixson Club.

Section 15.20. Relationship Between Sub-Association and Association. A Sub-Association may enforce covenants which are more restrictive than what is set forth in the Declaration. Notwithstanding the above, the covenants enforced by a sub-association shall be subordinate to the covenants contained in this Declaration.

Section 15.21. DRP SC 1 LLC. The provisions of this Section 15.21 shall control over any conflicting or inconsistent provisions contained elsewhere herein. Upon the recordation of this Declaration in the Official Records: (i) DRP is the fee owner of portions of the Property which are included within the Community; (ii) FD Communities, LLC, a Delaware limited liability company, and its successors ("**FD**"), have the right to acquire Property owned by DRP, subject to FD's compliance with certain terms and conditions of an Option Agreement between DRP and FD dated April 13, 2017 ("**Option Agreement**"). DRP hereby reserves various rights and powers as set forth herein. Notwithstanding anything to the contrary contained herein and as long as DRP owns any portion of the Property subject to this Declaration, if Declarant intends to subject property to this Declaration, such action shall be effectuated only with the prior written consent of DRP.

(a) Amendments and Modifications to Declaration and Bylaws. So long as DRP owns any portion of the Property subject to this Declaration and notwithstanding anything to the contrary contained herein, any provision in Declaration and Bylaws that requires the consent of the Declarant as a condition to the execution and/or recordation of any document affecting the Community, must also contain the contemporaneous written consent of DRP, which DRP may withhold in its absolute discretion. In addition, so long as DRP owns any portion of the Property subject to this Declaration and notwithstanding anything to the contrary contained herein, the prior written consent of DRP is required before Declarant may initiate any termination pursuant to Section 15.1 herein.

Notwithstanding anything contained herein to the contrary, the Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (ii) if an amendment is necessary to enable any reputable title

insurance company to issue title insurance coverage with respect to the Property subject to this Declaration; (iii) if an amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Property subject to this Declaration; or (iv) correct any scrivener's error. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Owner consents to the amendment in writing. Further, until the expiration of the Declarant Control Period, Declarant may unilaterally amend the Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Property submitted to this Declaration without the consent of the affected Owner.

(b) Approvals. So long as DRP owns any portion of the Property subject to this Declaration and notwithstanding anything to the contrary contained herein, any amendments or modifications to Sections 5.3, 5.9, 5.12, 9.4, 9.5, 14.1, 14.2, 14.3, 15.2, 15.10, 15.19 and 15.21 must contain the written consent of DRP prior to recording of any instrument in the Official Records documenting such amendments or modifications to said Sections.

(c) Assignments of Declarant Rights, Obligations, Etc. So long as DRP owns any portion of the Property subject to this Declaration and notwithstanding anything to the contrary contained herein, Declarant shall not assign any of the rights, powers, authority, obligations, etc. afforded to Declarant, whether through the Declaration or otherwise, to any other party without the prior written consent of DRP.

(d) Removal of FD as Declarant. So long as DRP owns any portion of the Property subject to this Declaration and notwithstanding anything to the contrary contained herein, upon termination of the Option Agreement without FD having purchased all of the property referenced therein, DRP shall have the right, but not the obligation, to automatically assume the title of Declarant (and all rights, powers, authority, obligations, etc. incidental thereto) upon DRP's recording of an appropriate document evidencing such termination of the Option Agreement. The document to be recorded shall specify the date of the termination of the Option Agreement as the date of such assignment to DRP and that DRP assumes no liability that may be imposed upon the Declarant prior to such date (and FD agrees to indemnify and hold DRP harmless for its actions/inactions as Declarant prior to such date). The document evidencing the termination shall be described with specificity in a collateral assignment of declarant's rights which is to be imposed vis-a-vis the Option Agreement. In the event the Option Agreement is terminated without all of the property referenced therein having been purchased by FD, DRP shall take control of the Board of Directors of the Association and FD shall cooperate fully with DRP to achieve that result.

(e) Financial Obligations. Until and upon such time as the Option Agreement is terminated in accordance with the process established under Section 15.2(c) herein and notwithstanding anything to the contrary contained herein, FD shall remain liable for all costs, fees and expenses imposed upon Declarant pursuant to the terms of the Declaration (and FD agrees to indemnify and hold DRP harmless for any liability for all costs, fees and expenses actions/inactions as Declarant prior to such date). Such financial obligation shall include, but not be limited to, the timely payment of: (i) any and all assessments, special assessments, taxes and other sums that may be imposed on all Property by the applicable governmental authorities; and (ii) any and all Association reserves required pursuant to the terms of the Declaration. As to the Property owned by DRP, FD shall have no further financial obligation upon termination of the Option Agreement. Notwithstanding anything to the contrary contained herein, Property owned by DRP and subjected to the Declaration, are not subject to any assessments under the Declaration, and DRP is not responsible or obligated to fund any Association shortfalls.

(f) Corporate Documents. Notwithstanding anything to the contrary contained herein and so long as DRP owns any portion of the Property subject to this Declaration: (i) any Property owned by DRP shall be entitled to the same voting rights as the Property owned by Declarant; (ii) DRP can act as a 'proxy' of the Declarant and enforce any provisions of the Declaration, Bylaws, and Articles of Incorporation that affect (or, given the passage of time, would affect) any portion of the subject Property;

and (iii) Declarant will retain either veto power or a majority vote at all times during the Declarant Control Period.

(g) Applicable Laws. The Declaration and Association formed pursuant thereto shall comply in all respects with applicable South Carolina laws.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument and affixed the seal this 3RD day of NOVEMBER, 2017.

Witness

Witness

DECLARANT:

FD COMMUNITIES, LLC,
a Delaware limited liability company

By: _____ [SEAL]

Print Name: Richard Whiteley

Title: CFO

STATE OF Georgia §
§
COUNTY OF NEWTON §

The foregoing instrument was acknowledged before me this 3 day of NOV, 2017, by Richard Whiteley, CFO of FD COMMUNITIES, LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public for FD Communities

My Commission Expires: 5/4/21

[NOTARIAL SEAL]

JUDITH L BOLDIN
My Commission Expires
NOTARY PUBLIC
05-04-2021
NEWTON COUNTY, GEORGIA

[continued on next page]

Consented and agreed to this 2nd day of November, 2017.

Witness

Witness

DRP:

DRP SC 1, LLC,
a Delaware limited liability company

By: Houdin Honarvar [SEAL]

Print Name: Houdin Honarvar

Title: Authorized Signatory

STATE OF New York §
§
COUNTY OF New York §

The foregoing instrument was acknowledged before me this 2nd day of Houdin Honarvar, 2017, by Houdin Honarvar, Authorized Signatory of DRP SC 1, LLC, a Delaware limited liability company, on behalf of said entity.

Notary Public for New York

My Commission Expires: 8/22/2020

[NOTARIAL SEAL]

[continued on next page]

EXHIBIT "A"

PROPERTY SUBMITTED

ALL those certain lots, pieces and parcels of land and all improvements thereon located in Mixson Avenue Subdivision, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, shown and designated as Lot 1 through Lot 29 on a plat entitled "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", by Douglas E. DeWolff SCPLS No. 17565 of Southeastern Surveying of Charleston, Inc. dated September 27, 2007 and recorded in the RMC Office for Charleston County on January 7, 2008 in Plat Book EL at Pages 286 through 289, (the "Plat"); said parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

A portion of TMS No.: 470-05-00-001

EXHIBIT "A"

PROPERTY SUBMITTED

(continued)

All that certain piece, parcel or tract of land, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, containing 42.40 acres, more or less, and being shown on a plat entitled: "PLAT SHOWING TMS NO. 470-05-00-001 CONTAINING 42.40 ACRES PROPERTY OF JOHN C. CALHOUN HOMES, INC., LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" dated April 12, 2004, prepared by Hoffman Lester Associates, Inc., certified by Richard D. Lacey SCPLS# 16120, and recorded November 9, 2004, in Plat Book EH, Page 477, RMC Office for Charleston County. Said tract having such size, shape, buttings and boundings as will more fully appear by reference to said plat.

TMS No.: 470-05-00-001

ALSO

All those certain pieces, parcels or tracts of land, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, shown as "John C. Calhoun Homes TMS No. 470-06-00-268, 6,717 S.F., 0.154 Acres" and "John C. Calhoun Homes 470-06-00-267, 12,688 S.F., 0.291 Acres" on a plat entitled: "PLAT SHOWING TMS NO. 470-06-00-267 CONTAINING 0.291 ACRES & TMS NO. 470-06-00-268 CONTAINING 0.154 ACRES, PROPERTY OF JOHN C. CALHOUN HOMES, INC., LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated October 11, 2004, prepared by Hoffman Lester Associates, Inc., certified by Richard D. Lacey, SCPLS# 16120, and recorded November 9, 2004, in Plat Book EH, Page 476, in the RMC Office for Charleston County. Said tracts having such size, shapes, buttings and boundings as will more fully appear by reference to said plat.

TMS No.: 470-06-00-267 & 470-06-00-268

ALSO

All those six (6) lots, pieces, or parcels of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, Charleston County, South Carolina, shown and designated as Lots 1, 2, 3, 4, 5, and 6, Block 207, on a general map of Re-subdivision of North Charleston, made by James O'Hear, C.E., and recorded in Plat Book E, Page 239, in the RMC Office for Charleston County. Said property being further shown on an unrecorded plat entitled: "PLAT OF LOTS 1-6, BLOCK 207, NORTH CHARLESTON ABOUT TO BE CONVEYED TO LOREN ZIFF," prepared by Thomas & Hutton Engineering Co., and dated November 11, 2004. Said lots having such sizes, shapes, buttings and boundings as will more fully appear by reference to said plats.

TMS No.: 470-06-00-266

EXHIBIT "A"

PROPERTY SUBMITTED

(continued)

ALSO

ALL those certain lots, pieces or parcels of land situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated Tract A (0.155 Acres) and Tract B (0.173 Acres) as more fully shown on a plat entitled: "PLAT SHOWING THE CREATION OF TRACT A (0.155 ACRES), BEING AN UNUSED PORTION OF BIXBY LANE RIGHT-OF-WAY, TRACT B (0.173 ACRES), BEING AN UNUSED PORTION OF SIMMS STREET RIGHT-OF-WAY & TRACT C (0.172 Acres), BEING AN UNUSED PORTION OF HOLLY STREET RIGHT-OF-WAY LOCATED ON DURANT AVENUE ABOUT TO BE ACQUIRED BY THE CITY OF NORTH CHARLESTON LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", dated April 23, 2010, prepared by Andrew C. Gillette, S.C.R.L.S. 5933-B of Stantec Consulting Services Inc. and recorded in the RMC Office for Charleston County in Plat Book S11, at Page 0022. Said lot having such sizes, shapes, battings and boundings as will more fully appear by reference to said plat.

TMS Nos.: 470-06-00-275 (Tract A)
470-06-00-276 (Tract B)

EXHIBIT "B"

ADDITIONAL PROPERTY

None

EXHIBIT "C"

BYLAWS

OF

MIXSON ASSEMBLY, INC.

TABLE OF CONTENTS

		Page
ARTICLE 1.	GENERAL	1
Section 1.1.	Applicability	1
Section 1.2.	Name.	1
Section 1.3.	Definitions.	1
Section 1.4.	Membership.	1
Section 1.5.	Entity Members	1
Section 1.6.	Voting	1
Section 1.7.	Majority.	2
Section 1.8.	Purpose.	2
Section 1.9.	Electronic Documents and Electronic Signatures.	2
ARTICLE 2.	MEETINGS OF MEMBERS	2
Section 2.1.	Annual Meetings.	2
Section 2.2.	Special Meetings.	2
Section 2.3.	Members List for Voting at Meetings of the Association.	3
Section 2.4.	Notice of Meetings.	3
Section 2.5.	Waiver of Notice.	3
Section 2.6.	Quorum.	3
Section 2.7.	Adjournment.	3
Section 2.8.	Proxy	4
Section 2.9.	Action Taken Without a Meeting	4
Section 2.10.	Order of Business.	4
ARTICLE 3.	BOARD OF DIRECTORS	4
Section 3.1.	Composition and Eligibility	4
Section 3.2.	Directors Appointed by the Declarant	5
Section 3.3.	Number of Directors and Term of Office.	5
Section 3.4.	Removal of Members of the Board of Directors.	5
Section 3.5.	Vacancies.	5
Section 3.6.	Compensation.	5
Section 3.7.	Director Conflicts of Interest.	6
Section 3.8.	Nomination.	6
Section 3.9.	Elections.	6
Section 3.10.	Regular Board Meetings.	6
Section 3.11.	Special Board Meetings	6
Section 3.12.	Waiver of Notice.	6
Section 3.13.	Conduct of Meetings	6
Section 3.14.	Open Meetings.	6
Section 3.15.	Action Without a Meeting	7
Section 3.16.	Powers and Duties.	7
Section 3.17.	Management Agent.	7
Section 3.18.	Borrowing.	7
Section 3.19.	Liability and Indemnification of Officers, Directors and Committee Members	7
Section 3.20.	Other Committees.	8
Section 3.21.	Service on Committees.	8
ARTICLE 4.	OFFICERS	8
Section 4.1.	Designation	8
Section 4.2.	Election of Officers.	8
Section 4.3.	Removal of Officers.	8
Section 4.4.	Vacancies.	8
Section 4.5.	President	8

Section 4.6. Vice President. 8
Section 4.7. Secretary. 9
Section 4.8. Treasurer. 9
Section 4.9. Other Officers. 9
Section 4.10. Agreements, Contracts, Deeds, Leases, Etc. 9

ARTICLE 5. RULE MAKING AND ENFORCEMENT 9

Section 5.1. Authority and Enforcement. 9
Section 5.2. Fining and Suspension Procedure. 9
Section 5.3. Additional Enforcement Rights. 10

ARTICLE 6. MISCELLANEOUS 10

Section 6.1. Notices. 10
Section 6.2. Severability. 11
Section 6.3. Captions. 11
Section 6.4. Gender and Grammar. 11
Section 6.5. Fiscal Year. 11
Section 6.6. Financial Review. 11
Section 6.7. Conflicts. 11
Section 6.8. Amendment. 12
Section 6.9. Books and Records. 12

BYLAWS

OF

MIXSON ASSEMBLY, INC.

ARTICLE 1. GENERAL

Section 1.1. Applicability. These Bylaws provide for the self-government of Mixson Assembly, Inc., in accordance with the Articles of Incorporation filed with the South Carolina Secretary of State ("**Articles of Incorporation**") and the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property recorded in the Office of Register Mesne of Charleston County, South Carolina ("**Declaration**").

Section 1.2. Name. The name of the corporation is Mixson Assembly, Inc. ("**Association**").

Section 1.3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in Article 1 of the Declaration.

Section 1.4. Membership. An Owner of a Lot shall automatically become a member of the Association upon taking title to the Lot and shall remain a member for the entire period of ownership. As may be more fully provided below, a member's spouse or Domestic Partner may exercise the powers and privileges of the member. If title to a Lot is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) equal vote per Lot. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.

Section 1.5. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, representative, or other designated agent of such entity shall be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 1.6. Voting. Each Lot and Undeveloped Lot shall be entitled to one (1) equal vote, which vote may be cast by the Owner, the Owner's spouse or Domestic Partner, or by a lawful proxy as provided below. The Declarant shall have the right to convert unplatted Lots into platted Lots through the filing of a subdivision plat. When more than one (1) Person owns a Lot, the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

Section 1.7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" means more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 1.8. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Area of Common Responsibility and performing all of the other acts that may be required to be performed by the Association pursuant to the South Carolina Nonprofit Corporation Act and the Declaration. Except as to those matters which the Declaration or the South Carolina Nonprofit Corporation Act specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 1.9. Electronic Documents and Electronic Signatures.

(a) Electronic Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (i) the signature is easily recognizable as a Secure Electronic Signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or (ii) the Board reasonably believes that the signatory affixed the signature with the intent to sign the Electronic Document, and that the Electronic Document has not been modified since the signature was affixed.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any member or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any member or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

ARTICLE 2. MEETINGS OF MEMBERS

Section 2.1. Annual Meetings. The regular annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a federal holiday.

Section 2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least fifteen percent (15%) of the Total Association Vote. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and

the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

Section 2.3. Members List for Voting at Meetings of the Association. After fixing a record date for a notice of a meeting, the Association shall prepare an alphabetical list of the names of all its members who are entitled to notice of the meeting and shall list the members by classification of membership, if any. The list must show the address and number of votes each member is entitled to vote at the meeting. The Association shall prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting but not entitled to notice of the meeting. This list must be prepared on the same basis and be part of the list of members.

The list of members must be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting, at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent, or member's attorney is entitled on written demand to inspect and, subject to the limitations of Sections 33-31-1602(c) and 33-31-1605 of the South Carolina Nonprofit Corporation Act, to copy the list, at a reasonable time and at the member's expense, during the period it is available for inspection.

The Association shall make the list of members available at the meeting, and any member, a member's agent, or member's attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Section 2.4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Owner of each Lot or to the Lots a notice of each annual or special meeting of the Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Lot, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 2.5. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 2.6. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast twenty-five percent (25%) of the Total Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 2.7. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business that could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 2.8. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary or the Secretary's designated representative prior to the opening of the meeting for which it is to be used. Proxies may be filed with the Secretary or the Secretary's designated representative by personal delivery, U.S. mail or electronically. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 2.9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot or consent form by whatever means is specified by the Board.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 2.10. Order of Business. The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all membership meetings. The Board of Directors may establish rules of conduct and the order of business for all membership meetings. When not in conflict with the Declaration, these Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rule of Order (latest editions) shall govern all membership meetings. The Board may order the removal of anyone attending a membership meeting who, in the opinion of the Board disrupts the conduct of business at such meeting.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be

Owners or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her spouse or Domestic Partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association.

Section 3.2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until the earlier of: (a) twenty-five (25) years after the recording of the Declaration, retaining the right to appoint one (1) member of the Board of Directors, until Declarant's appointment right terminates as set forth in this subsection (a), (b) unless Declarant at that time has either Lots in the Community which Declarant can purchase from a land banking entity or an unexpired option to add Additional Property, thirty (30) days after the date as of which one hundred percent (100%) of the Lots shall have been conveyed by Declarant to Owners other than a Person constituting the Declarant, or (c) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association (the "**Declarant Control Period**").

Section 3.3. Number of Directors and Term of Office. During the Declarant Control Period, the Board shall consist of at least three (3) but not more than five (5) directors, the exact number of which shall be determined by Declarant from time to time. After termination of the Declarant Control Period, the Association shall call a meeting to be held at which Owners shall elect three (3) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after Declarant has surrendered control of the Association, if three (3) directors are elected, the two (2) directors receiving the highest number of votes shall be elected for terms of two (2) years each and the remaining director shall be elected for a term of one (1) year. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3.4. Removal of Members of the Board of Directors. After expiration of the Declarant Control Period, at any annual or special meeting of the Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 3.5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a majority of the Total Association Vote or by Declarant, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Lot, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 3.6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Total Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One

Hundred Dollars ($100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything herein, the directors, during the Declarant Control Period, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates.

Section 3.8. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 3.9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

Section 3.10. Regular Board Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership. Notwithstanding the foregoing, during the Declarant Control Period, the Board shall not be required to hold regular meetings.

Section 3.11. Special Board Meetings. Special meetings of the Board may be called by the President on two (2) days' notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3.12. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of directors shall constitute a quorum for the transaction of business. One (1) or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 3.14. Open Meetings. Board meetings need not be open to all members. However, if the Board permits members to attend Board meetings, then members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved,

and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 3.15. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

Section 3.16. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all of the powers conferred upon nonprofit corporations by common law, the statutes of the State of South Carolina in effect from time to time, and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Articles of Incorporation, these Bylaws, the Declaration, or the South Carolina Nonprofit Corporation Act.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(b) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

(c) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(d) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Area of Common Responsibility in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty; and

(e) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners.

Section 3.17. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. Any and all associations which are hereby subjected to the Declaration must use the same management agent as the Association.

Section 3.18. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Area of Common Responsibility, and for other purposes, with the approval of a majority of the Total Association Vote.

Section 3.19. Liability and Indemnification of Officers, Directors and Committee Members. The Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the Declarant Control Period) against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such

officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Section 3.20. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3.21. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE 4. OFFICERS

Section 4.1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 4.2. Election of Officers. The Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 4.7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under South Carolina law.

Section 4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 4.9. Other Officers. Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board.

Section 4.10. Agreements, Contracts, Deeds, Leases, Etc. Except during the Declarant Control Period, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors. During the Declarant Control Period all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE 5. RULE MAKING AND ENFORCEMENT

Section 5.1. Authority and Enforcement. The Community shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Property, provided that copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Association Vote and the consent of the Declarant during the Declarant Control Period, at an annual or special meeting of the membership. Every Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Lot. In the event that any Occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 5.2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property (provided, however, if an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use

the Common Property shall be automatic) unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 5.3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, or performing maintenance on any Lot upon a failure by the Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 5.2 above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, these Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Owner of the Lot at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE 6. MISCELLANEOUS

Section 6.1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

(i) Personal delivery to the addressee; or

(ii) United States mail, first class, postage prepaid; or

(iii) Electronic mail; or

(iv) Facsimile; or

(v) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subsection (a) above shall be deemed to have been duly given:

(i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or

(iii) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

Section 6.2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 6.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 6.4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners may, by a majority of the Total Association Vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Lot upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end. If an audited financial statement by an independent accountant is not required, a mortgage holder may have an audited statement prepared at its own expense.

Section 6.7. Conflicts. The duties and powers of the Association shall be those set forth in the South Carolina Nonprofit Corporation Act, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the South Carolina Nonprofit Corporation Act, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the South Carolina Nonprofit Corporation Act, as may be applicable, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 6.8. Amendment. These Bylaws may be amended as provided in Section 15.2 of the Declaration.

Section 6.9. Books and Records.

(a) Right to Inspect. All members of the Association and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or Mortgagee wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(iv) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

(v) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vi) a list of the names and business or home addresses of its current directors and officers; and

(vii) its most recent annual report delivered to the South Carolina Secretary of State.

(b) Inspection. A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

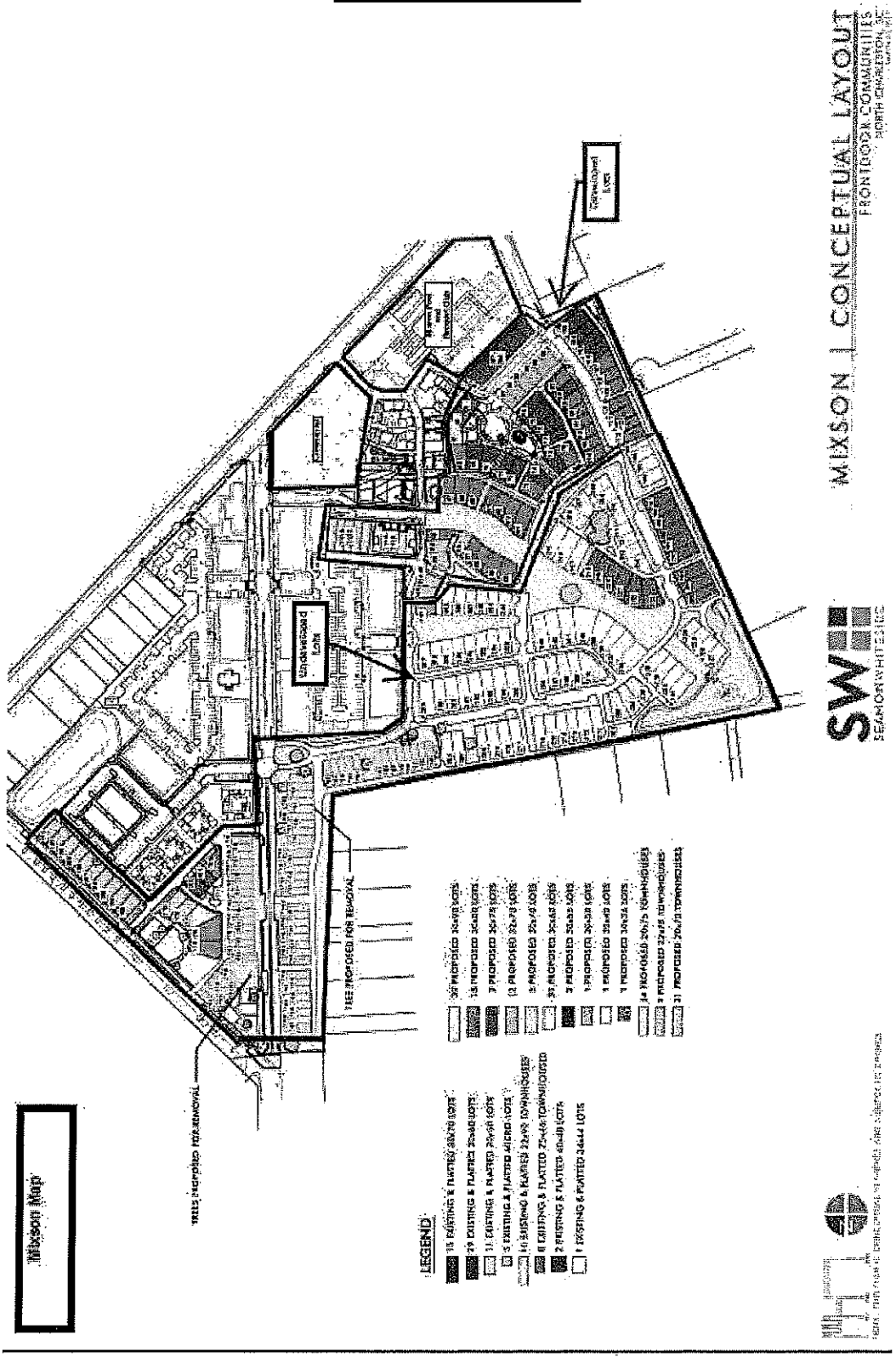
(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under Section 6.9(a) above;

(ii) accounting records of the Association; and

(iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member.

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

EXHIBIT "D"

CONCEPTUAL LAYOUT