

BK 2546PG271

FILED-RECORDED  
RMC / ROD

2000 NOV 13 AM 11:06

LINDA T. MESSERVY  
DORCHESTER COUNTY, SC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**WHITE GABLES**

Upon Recording Return to:

John E. Romanosky, Jr.  
53 Broad Street  
Charleston, SC 29401  
(843) 724-1054

Nelson Mullins Riley &  
Scarborough  
Po Box 1806  
Charleston, SC 29402

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**WHITE GABLES**

BK 254616272

BK 2546 272

THIS Declaration made by Baucom's Nursery Company, Inc., a North Carolina Corporation (hereinafter called "Developer").

WITNESSETH :

WHEREAS, Developer proposes to create a subdivision known as White Gables (hereinafter referred to as the "Subdivision") containing detached home site lots and multi-family developments or condominium regimes, together with common areas as more fully described herein; and

WHEREAS, Developer is the owner of certain real property located in the Town of Summerville, Dorchester County, South Carolina, more particularly described in Exhibit "A" attached hereto, which property Developer desires to submit to the plan and operation of this Declaration and which property shall be deemed a part of the Subdivision; and

WHEREAS, the Developer wishes to accomplish the following objectives for its benefit and the benefit of Owners of property in the Subdivision by the imposition of the covenants and restrictions set forth herein:

(a) To maintain the value and the residential character and integrity of the residential portions of the Subdivision and to maintain the quality and value of any recreational portions of the Subdivision,

(b) To preserve the quality of the natural amenities of the Subdivision,

(c) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential environment of the Subdivision,

(d) To prevent the abuse or unwarranted alteration of the trees, vegetation, lakes, streams and other bodies of water and natural character of the land in the Subdivision,

(e) To prevent any property Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners of Property in the Subdivision, and

(f) To keep property values in the Subdivision high, stable and in a state of reasonable appreciation; and

WHEREAS, the Developer is desirous of maintaining design criteria, location, construction specifications, and other controls to assure the integrity of the Subdivision; and

WHEREAS, as hereinafter provided in this Declaration, the Developer has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Subdivision, all or any portion of the real property described in Exhibit "B" attached hereto and incorporated herein by reference;

NOW, THEREFORE, the Developer hereby declares that all of the Property described in Exhibit "A" and any additional property described in Exhibit "B" or so much of it as Developer may, in its sole discretion, see fit to develop or dedicate, as, by subsequent amendment hereto, may be subjected to this Declaration, shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in these described properties or any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone of anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

#### ARTICLE I DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such term(s):

Section 1.1. Additional Property shall mean and refer to the real property described in Exhibit "B", as well as any land contiguous to that described in Exhibit "B", and all improvements thereon.

Section 1.2. Assessment shall mean and refer to an Owner's share of the common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided

Section 1.3. Association means White Gables Homeowners Association, Inc. (a South Carolina eleemosynary corporation), its successors and assigns.

Section 1.4. Board of Directors shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 1.5. By-Laws of the Association shall mean and refer to

those By-laws of the Association which govern the administration and operation of the Association attached hereto as Exhibit "C" and made a part hereof by reference, as may be amended from time to time.

Section 1.6. Common Areas shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or designated by the Developer as Common Areas. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public and the general public shall thereby have no easement of use and enjoyment therein. Specifically included as part of the Common Areas are all maintenance areas, parking lots and parking areas, medians, green areas, landscaped entrances (either to the Subdivision as a whole or various portions thereof), walkways, sidewalks, jogging trails, bike paths, signage, lakes, lagoons, streams, ponds, easement areas designated as Common Areas, access easements across other real property, parks, and other Recreational Amenities as hereinafter defined, and such other lands and/or improvements as, by subsequent amendment of or supplement to this Declaration, may be subjected to this Declaration and designated as Common Areas by the Developer.

However, nothing herein contained nor any general plan or plat of the Properties showing areas which may later be developed as additional phases of the Subdivision shall be deemed to include such property as Common Areas, nor shall the Association or any Owner be entitled to any right, title or interest in such property unless and until such property shall have been formally included as a part of the Subdivision by the Developer pursuant to the terms herein contained and dedicated as a Common Area by the Developer.

Section 1.7. Common Expenses shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment, or material reserves, consistent with the provisions and intent of this Declaration.

Section 1.8. Declaration shall mean this Declaration together with all supplements and amendments to this Declaration as filed in the Office of the Dorchester County Register of Mesne Conveyance.

Section 1.9. Developer means Baucom's Nursery Company, Inc., a North Carolina Corporation, its successors and assigns. The Developer shall have the right to assign any or all rights which it may possess, as Developer, to the White Gables Homeowners Association, Inc., or any person or entity, including a Sub-Developer, provided, however, that the instrument or assignment shall expressly so provide.

Section 1.10. Foreclosure shall mean and refer to, without

limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of judicial foreclosure.

Section 1.11. Institutional Mortgage shall mean a Mortgage held by a bank, trust company, insurance company or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as, but not limited to, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

Section 1.12. Lease shall mean and refer to any lease, sublease or rental contract, whether oral or written, and for a term of hours, days, months or years.

Section 1.13. Living Space shall mean and refer to enclosed and covered areas within a dwelling on a Lot, exclusive of garages, rooms over garages, unenclosed porches, porte-cocheres, garages, carports, breezeways, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas and attics.

Section 1.14. Lot shall mean and refer to: (1) any parcel of Property within the Subdivision intended for use as a single-family Lot or Special Use Lot, (2) those portions of the Subdivision identified as "Lots" on Exhibit "A" attached hereto, or on any future subdivision of such Property, (ii) any townhouse, condominium unit or patio or cluster home, whether detached or attached, together with (iii) any similar portions of the Additional Property that may be so designated from time to time by the Developer, but shall not include any Common Areas as defined herein.

Section 1.15. Mortgage, with an initial capital letter, shall mean and refer to a mortgage, security deed, deed of trust, installment land sales contract and security agreement or other similar security instrument granting, creating or conveying a lien upon, a security interest in, or a security encumbered title to a Lot, Multi-Family Area or Common Area.

Section 1.16. Mortgagee, with an initial capital letter, shall mean and refer to the holder of a Mortgage.

Section 1.17. Multi-Family Area shall mean and refer to any portion of the Subdivision designated as such by the Developer in which common elements are owned by either the Owners of Lots in such Multi-Family Area as tenants-in-common or by the Multi-Family Association composed of such Owners, pursuant to a Horizontal Property Regime within the Subdivision upon which there will be constructed either attached or detached townhouses, condominium units, cooperative units, cluster homes, patio homes or similar multi-family structures.

Section 1.18. Multi-Family Association or Subordinate Regime shall mean and refer to a corporation or an unincorporated association the shareholders or members of which are all Owners

of Lots within a Multi-Family Area or within any subordinate property development within the subdivision, whether submitted to a Horizontal Property Regime or made subject to further or additional restrictions and/or covenants of ownership, use and control.

Section 1.19. Multi-Family Declaration shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Office of the Register of Mesne Conveyances for Dorchester County, South Carolina with respect to any Multi-Family Area and which creates a townhouse, patio home, cluster home, cooperative regime, or condominium or Horizontal Property Regime for such Multi-Family Area or imposes covenants, conditions, easements and restrictions with respect to such Multi-Family Area.

Section 1.20. Occupant shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, licensee, lessee, tenant, transient paying guest, or family member of any Owner lawfully occupying or otherwise using a Lot within the Subdivision.

Section 1.21. Owner, with an initial capital letter, shall mean and refer to one or more persons or entities, including Developer, who or which own(s) fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner, and shall refer to the Developer so long as Developer retains its Class B Membership, whether or not Developer owns any Lot.

Section 1.22. Person shall mean and refer to a natural person, corporation, partnership, association, proprietorship, trust, or any other legal entity or any combination thereof.

Section 1.23. Property or Properties shall mean and refer to all property which is subject to this Declaration.

Section 1.24. Recreational Amenities shall include such recreational facilities and improvements owned by and so designated by Developer and are, from time to time, located within the Subdivision or located within or dedicated to the Common Areas, including, without limitation, playground areas, lagoons, swimming pools and any clubhouse, park, tennis court, ball field, or other recreational facility constructed by the Developer and dedicated to the common use and enjoyment of the Owners by the Developer.

Section 1.25. Special Use Lot shall mean and refer to those

certain Lots which may be used for commercial purposes or a combination of residential and commercial purposes, as is more fully set forth in Section 7.41 of this Declaration.

Section 1.26. Subdivision, with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit "A", together with all improvements presently thereon and subsequently constructed thereon, and, upon submission to the provisions of this Declaration, the tracts or parcels of land described in Exhibit "B", or any portion thereof, together with all improvements thereon or thereafter constructed thereon.

Section 1.27. Subdivision Plat shall mean and refer to those certain plats described in Exhibit "A" attached hereto together with: (i) any future revisions or further subdivisions thereof; or (ii) any subdivision plat for any portion of the Additional Property as may be submitted to the terms of this Declaration, and recorded from time to time in the RMC Office for Dorchester County.

Section 1.28. Sub-Developer shall mean and refer to any Person to whom Developer conveys an unsubdivided tract of land within the Subdivision or the Additional Property with the intention that such Person shall subdivide such unsubdivided and undeveloped tract of land into Lots pursuant to a plan approved by the Developer.

## ARTICLE II PLAN OF DEVELOPMENT

Section 2.1. Plan of Development of the Subdivision. The Subdivision initially shall consist of the Property described on Exhibit "A" attached hereto. The Property shall also include certain improvements to the Common Areas, including utility systems; drainage systems and other improvements serving the Lots, and various Recreational Amenities to the extent the same are, from time to time, installed and existing and submitted to the provisions hereof. The dimensions of the Property constituting the Subdivision are shown on the Subdivision Plat. The Properties within the Subdivision are shown on the Subdivision Plat. The Property within the Subdivision shall be subject to the covenants, easements and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, for so long as Developer: (i) owns any portion of the Common Areas; or (ii) owns any Multi-Family Area; or (iii) owns any Lot primarily for the purpose of sale of the Lot; or (iv) has the option to add the Additional Property or any portion thereof to the Subdivision, to make improvements and changes to all Common Areas and to any or all Lots or other property owned by Developer, including but not necessarily limited to the following: (i) installation and maintenance of any improvements in and to the Common Areas, including the Recreational Amenities; (ii) changes in the location of the boundaries of the Common Areas, any Recreational Amenities, and any Lots owned by Developer or of the dedicated or undedicated Common Areas; (iii)

installation and maintenance of any water, sewer, irrigation and other utility systems and facilities, to include, but not limited to, T.V. cable and its various attendant services and telephone service to include teletype or computer, telex, news service, or computer, or any such like instrument used the transmittal, reception, or retrieval of messages, facts, or information; and (iv) installation of security and/or refuse facilities. The Association shall have the right to access and collect reasonable fees and charges for the use of Recreational Amenities.

Section 2.2. Plan of Development of Additional Property.

Developer hereby reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, the Additional Property or a portion or portions thereof to the provisions of this declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property and part of the plan and operation of this Declaration, regardless of whether or not such Property is owned by Developer, its successors or assigns. Developer reserves the right to plan, design, develop, construct, maintain and manage the Common Areas, the Additional Property, the Recreational Amenities, the Multi-Family Areas and any unsold Lot as Developer deems necessary or convenient for its purposes, except as otherwise expressly stated in this Declaration, including without limitation the right to expand the number, size and density of the unsold Lots, the Common Areas, the Multi-Family Areas, the Recreational Amenities and Additional Property. This option may be exercised by Developer in accordance with the following rights, conditions and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Subdivision.

This option to add Additional Property/Phases(s) may be exercised from time to time during a period of twenty (20) years from the date of recordation of this Declaration; provided, however, that Developer reserves the right to terminate such option at any time prior to the expiration of such twenty year period by executing and filing an agreement evidencing such termination in the Office of the Register of Mesne Conveyances for Dorchester County, South Carolina, and, except for such termination by Developer, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

The additions authorized under this Section 2.2 shall be made by filing of record a Supplementary Declaration or Amendment to this Declaration with respect to the Additional Properties which shall expressly extend the operation and effect of the covenants and restrictions of this Declaration to such Additional Properties.

The legal description of the Additional Property is set forth on Exhibit "B"; portions of the Additional Property, as well as any land contiguous thereto, may be added to the Subdivision at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the

Subdivision. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

If the Additional Property or any portion thereof is added to the Subdivision, any improvements developed therein and any dwellings constructed thereon will be subject to the standards and restrictions set forth herein, including all assessments set forth herein.

If the Additional Property or any portion thereof is added to the Subdivision, Developer reserves the right to designate and restrict the boundaries of the Lots, Recreational Amenities, Multi-Family areas, if any, to be added to the Subdivision in connection therewith.

Should the option to add the Additional Property or any portion of it not be exercised within the term specified herein or be terminated by Developer, such option shall in all respects expire and be of no further force and effect.

DEVELOPER SHALL NOT BE OBLIGATED TO IMPOSE ON THE ADDITIONAL PROPERTY OR ANY PORTION OF IT ANY COVENANTS, CONDITIONS, OR RESTRICTIONS SIMILAR TO THOSE CONTAINED HEREIN, AND THAT PROPERTY NOT SUBMITTED TO THIS DECLARATION WILL BE FREE OF ANY COVENANT OR CONDITIONS WHATSOEVER UNLESS OTHERWISE AFFIRMATIVELY IMPOSED.

The option reserved by Developer to cause all or any portion of the Additional Property to become part of the Subdivision shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever or to restrict or limit its use in any manner.

The option reserved under this Section 2.2 may be exercised by Developer only by the execution of an amendment to this Declaration which shall be filed in the Office of the Register of Mesne Conveyances for Dorchester County, South Carolina, together with a revision of or an addition to the Subdivision Plat showing the Additional Property or such portion or portions thereof as are being added to the subdivision by such amendment, as well as the Lots, Recreational Amenities, Common Areas, Multi-Family Areas, or other types of Property located within the Subdivision.

SUBSEQUENT TO INCLUSION AND/OR RESTRICTION AND IN ITS SOLE DISCRETION, DEVELOPER MAY CONVEY TO THE ASSOCIATION THE COMMON AREAS DESIGNATED BY DEVELOPER OR ANY OTHER PROPERTY OWNED BY THE DEVELOPER, BE IT RECREATIONAL AMENITY OR OTHERWISE, CONTAINED WITHIN THE PROPERTY AS DESCRIBED IN EXHIBIT "A" OR EXHIBIT "B" OR SUCH PORTION OR PORTIONS OF ANY, EITHER, OR ALL OF THEM, ANY SUCH CONVEYANCE TO BE SUBJECT TO THE LIEN OF TAXES NOT YET DUE AND PAYABLE, ALL EASEMENTS AND RESTRICTIONS OF RECORD, UTILITY EASEMENTS SERVING OR OTHERWISE ENCUMBERING THE PROPERTY AND/OR THE ADDITIONAL PROPERTY, AND ANY EXCEPTIONS WHICH WOULD BE

DISCLOSED BY AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF SUCH PARCEL(S).

Any such amendment shall expressly submit the Additional Property or such portion of it to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as embracing the real property described in Exhibit "A" and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements thereon. If the Additional Property or any portion or portions of it is added to the Subdivision, then from and after the addition to the Subdivision of the Additional Property or such portion or portions by such amendment to this Declaration, the number of votes in the Association shall be modified to include the Lots to be located on the Additional Property or such portion or portions of it as are added, so that there shall continue to be one vote in the Association per Lot in the Subdivision, and the total number of votes in the Association shall be increased by the number of Lots added as determined by the formula provided in this document for the voting rights for any Lot or Developer-owned property located on the Additional Property or such portion or portions thereof as are added.

Section 2.3. Multi-Family Associations. In the event that Developer submits the Additional Property or any portion or portions thereof to the terms of this Declaration, there may be established by Developer, its successors or assigns, Multi-Family Associations structured as Horizontal Property Regimes and similar multi-family projects, the membership of which shall be limited to the Owners of Lots within the Multi-Family Areas located within such portion or portions of the Additional Property so submitted in order to promote the health, safety and social welfare of the Owners of Lots therein, as well as to provide for the maintenance of Lots, other improvements and/or other common elements owned by such Owners and/or such Multi-Family Associations, provided that such Owners shall also be members of the Association and such Lots and other improvements shall continue to be subject to the terms of this Declaration. Such Multi-Family Areas may be subject to Multi-Family declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of those imposed hereby, and such Multi-Family Associations may levy additional assessments and make and enforce supplementary covenants, restrictions, rules and regulations with respect to such Multi-Family Areas.

Section 2.4. Transfers to Sub-Developers. The Developer shall have the right to transfer any portion of the Subdivision or the Additional Property to a Sub-Developer, who shall have the right to further subdivide tracts of land so conveyed to such Sub-Developer into single-family Lots and/or multi-family tracts, provided, however, that such subdivision plan is approved by the Developer. The Developer may also transfer to such Sub-Developer

the right and option of designating Common Areas within such tracts of land provided any such designation and conveyance of Common Areas is approved by the Developer.

Section 2.5. Interest Subject to Plan of Development. Every purchaser of a Lot or other Property and every mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Developer's plan of development as set forth herein, and Developer shall have and does hereby specifically reserve the right to add the Additional Property or any portion or portions thereof to the Subdivision as hereinabove provided, and, with respect to each Lot or other Property located within the Additional Property, to convey to the purchaser thereof the title to the Lot or other Property and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing plan of development set forth in this Article may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

### ARTICLE III

#### THE ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1. The Association. The Developer has established or will establish the Association for the purpose of exercising powers of owning, maintaining and administering the Common Areas, the Recreational Amenities and common facilities and providing common services, administering and enforcing covenants, conditions and restrictions contained herein, and levying, collecting and disbursing assessments and charges herein created. Further, the Developer reserves the right to convey to the Association and the Association agrees to accept any or all of its rights and obligations set forth herein. The Association shall be authorized but not required to provide the following services:

(a) Clean-up, maintenance and landscaping of all open spaces, lagoons, lakes, and Common Areas within the Subdivision or in a reasonable proximity of the Subdivision such that deterioration would affect the appearance of the Subdivision as a whole.

(b) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and Local governments.

(c) Construction, maintenance, landscaping and reconstruction of Recreational Amenities and other improvements within the Common Areas.

(d) To set up and operate the Architectural Review Board as

provided herein.

(e) To construct improvements on open spaces and Common Areas.

(f) To provide administrative services including, but not limited to, legal, accounting, financial and communication services informing members of activities, notice of meetings, referendums, etc., incident to the above listed services.

(g) To provide liability and hazard insurance covering improvements and activities on the open spaces and the common properties, independently or in collaboration with the Developer.

(h) To provide directors and officers liability insurance for the Association and its duly elected Directors and Officers.

(i) Maintenance of all lakes and lagoons located within the properties, including the stocking of such lakes and lagoons if approved by the board of Directors.

(j) Landscaping of roads and parkways, sidewalks and walking paths within the Subdivision and any common properties or open spaces located therein.

(k) To take any and all actions necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(l) To provide any and all services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligation and business under the terms of this Declaration.

Section 3.2. Rules and Regulations. The Association may adopt from time to time additional reasonable rules and regulations governing the use of Common Areas, Recreational Amenities and Lots.

Section 3.3. Membership. Every person or entity who is an Owner of any Lot which is subjected to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 3.4. Voting Rights. The Association shall have two classes of voting membership, Class "A" and Class "B".

Class A. Class A members shall be all Owners [including any Sub-Developers(s)], excepting the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.3 above. When more than one person holds such interest or interests in any Lot, the

vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The sole Class B member shall be the Developer. The Class B member shall not vote, but shall have the right to appoint all member(s) of the Board of Directors and any officer or officers of the Association so long as Developer retains its Class B membership as provided herein. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of the following events:

1. When the Developer executes and records an instrument forfeiting its Class B Membership; or
2. December 31, 2010.

When a purchaser of an individual Lot or Lots takes title thereto from the Developer or from a Sub-Developer, such purchaser becomes a Class A member.

Section 3.5. Initial Assessment. At the time of the first sale of each Lot from the Developer or Sub-Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an initial assessment equal to at least two months' assessments for such Lot, to establish and maintain a working capital fund for the use and benefit of the Association. The Association shall have, however, in its sole discretion, the right to waive the Initial Assessment for certain lot sales or transfers to builders. The purpose of such working capital fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire equipment or service deemed necessary by the Association. Such initial assessments shall not be considered as advance payment of regular assessments.

Section 3.6. Association May Require Single Property Management Firm. The Association may require any and all Multi-Family Associations established with respect to any portion of the Subdivision to exclusively utilize the same property management firm as utilized by the Association.

#### ARTICLE IV

#### EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREAS

Section 4.1. Owners' Easements of Enjoyment. Subject to the provisions of Section 4.3 below, every Owner shall have a non-exclusive right and easement of enjoyment in and to the dedicated Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before December 31, 2010, it will convey to the Association in accordance with the provisions hereof, by limited warranty deed

or deeds, fee simple title to the Common Areas, subject, however, to all liens and encumbrances of record and also subject to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

"In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition by the Association and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair of damage to walkways, buildings, recreational equipment, if any, fences, signs, irrigation lines and utility lines, connections and appurtenances."

This Section shall not be amended so as to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas. The Developer may also impose additional covenants on such Common Areas at the time of such conveyance(s).

Section 4.3. Extent of Owners' Easements. The rights and easements created hereby shall be subject to the following:

The right of the Developer and of the Association to dedicate, transfer or convey all or any part of the Common Areas, with or without consideration, to any successor association, governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Owners;

The right of the Developer and of the Association, to grant, reserve and accept easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights-of-way through, over, upon and across the Common Areas for the completion of the Subdivision, and the operation and maintenance of the Common Areas.

The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of landlocked adjacent Owners) to the nearest public highway;

The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

The right of the Developer and the Association to establish rules and regulations for the Subdivision and to prescribe fees and charges from time to time for use of the Recreational Amenities.

Section 4.4. Delegation of Owner's Rights. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to his tenants, invitees or licensees.

Section 4.5. Additional Structures. Neither the Association nor any Owner or any group of Owners shall, without the prior written approval of Developer and the Architectural Review Board, erect, construct or otherwise locate, or permit the existence of, any structure or other improvement in the Common Areas.

Section 4.6. Access. All Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lot and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times.

Section 4.7. Easements for Developer. During the period that Developer owns any Common Area, or owns any Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, Developer shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing or improving Lots, any improvements to the Common Areas, the Multi-Family Areas and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including the Recreational Amenities and other portions of the Common Areas) as are contemplated by this Declaration or as Developer desires, in its sole discretion, including without limitation any improvements or changes permitted and described in this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Developer have the obligation to do any of the foregoing.

Section 4.8. Changes in Boundaries; Additions to Common Areas. Developer expressly reserves for itself and its successors and assigns the right to make minor changes and realignments in the boundaries of the Common Areas and any Lots, Recreational Amenities or Multi-Family Areas owned by Developer, including the minor realignment of boundaries between adjacent Lots, Common Areas, and/or Multi-Family Areas owned by Developer. In addition, Developer reserves the right, but shall not have the obligation, to convey to the Association at any time, and from time to time, any portion of the Additional Property, such real property to be conveyed to the Association as an addition to Common Areas and subject to the other provisions set forth in this Declaration.

Section 4.9. Easements for Utilities. There is hereby reserved for the benefit of Developer, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person upon, over, under and across: (i) all of the Common Areas; (ii) all portions of the Multi-Family Areas in which Lots are not constructed or erected; (iii) an area across every Lot (except Special Use Lots) five (5') feet in width along the front boundary lines thereof, and three (3') feet in width along the side boundary lines thereof, and six (6') feet in width along the rear boundary lines thereof; for the purpose of installing, replacing, repairing, maintaining and using underground irrigation pipes and sprinkler heads, master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Utility easements for Special Use Lots may vary, and shall be shown and delineated on a recorded Plat and/or set forth in the deed of conveyance to a Special Use Lot. Such easements may be granted or accepted by the Developer, its successors or assigns, or by the Board of Directors of the Association; provided, however, that for so long as Developer owns any portion of the Common Areas, owns any Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, the Board of Directors must obtain the written consent of Developer prior to granting or accepting any such easements. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Subdivision so encumbered: (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems.

Section 4.10. Party Walls and Other Shared Structures. The rights and duties of Owners with respect to party walls and party fences shall be governed by the following:

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure which is constructed as a part of the original construction of structures on Lots, and any part of which is placed on the dividing line between separate Lots and intended to serve both such Lots, shall constitute a party structure. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for damage to such structures shall apply.

(b) Sharing of Repair and Maintenance, and Costs of Destruction. The cost of routine maintenance and repair of any party structure shall be shared equally by the Owners of the Lots served thereby. If a party structure is damaged or destroyed by a cause other than by the act of only one of the adjoining Owner, his lessees, agents, invitees, or occupants of his Lot (including ordinary wear and tear), then either Owner may restore the structure. Any Owner who thereafter makes use of the structure (personally or through his lessee, agents, invitees, or occupant of his Lot) shall contribute a pro rate share of the cost of restoration.

(c) Repairs of Damage Caused by One Owner. If any party structure is damaged or destroyed through the act of only one adjoining owner, or any of his agents, invitees or members of his family so as to deprive the other adjoining owners of the full use and enjoyment of such structure, the owner responsible for such damage shall forthwith proceed to rebuild or repair the wall or fence to as good a condition as formerly, without cost to the adjoining Owner.

(d) Changes to Party Walls and Party Fences. An Owner desiring to make changes to a party structure in any manner affecting either the appearance of such from the adjoining Owner's side, or in any way that may affect the adjoining Owner's use and enjoyment of such, shall secure the written approval of the adjoining Owner, in addition to any other approvals required by this Declaration or Applicable Law.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land, inure to the benefit of, and shall pass to such Owner's successors in title.

(f) Disputes. In the event of a dispute between Owners with respect to the application and force of any provision of this Section, then upon written request of one such Owner, the matter shall be submitted to the Homeowners Association which shall decide the dispute.

Section 4.11. Easements for Walks, Trails and Signs. There is hereby reserved for the benefit of Developer, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across: (i) all portions of the Multi-Family Areas in which Lots are not constructed or erected; and (ii) all other lands which may remain unimproved for the installation, maintenance and use of sidewalks, jogging trails, bike paths, traffic directional signs, lagoons, drainage ways, and related improvements.

Section 4.12. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to any property manager employed by the Association and any employees of such manager, to enter upon any

Lot, or Multi-Family Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, occupant or Multi-Family Association, or the Owner(s) or Multi-Family Area affected.

Section 4.13. Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Developer, its successors and assigns, the perpetual, alienable and transferable right and easement in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, business offices and model or sample Lots, together with such other facilities as in the sole opinion of Developer reasonably may be required, convenient or incidental to the completion, management, rental, improvement and/or sale of Lots, Multi-Family Areas, Common Areas or the Additional Property. The Developer also reserves the right to grant to any Sub-Developer, builder or builders the right to operate and maintain builder's trailers, sales offices, model homes and signage at any location within the Subdivision upon such terms and conditions as the Developer in the Developer's sole discretion may establish.

Section 4.14. Easements for Additional Property. There is hereby reserved in the Developer, its successors, assigns and successors in title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Subdivision, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking over, across, within and on all sidewalks, streets, trails, parking facilities and lagoons from time to time located on or within the Common Areas or within easements serving the Common Areas: (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Section 4.15. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot or Multi-Family Area for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and

appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Developer or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots or Multi-Family Areas which are located within twenty (20') feet from the water's edge of any lagoon, pond or other body of water within the Subdivision for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 4.16. Environmental Easement. There is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Areas, Lots and Multi-Family Areas for the purposes of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

Section 4.17. Wells and Irrigation. There is hereby reserved for the benefit of Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement: (i) to pump water from lagoons, lakes, ponds and other bodies of water located within the Subdivision for the purpose of irrigating Lots and any portions of the Subdivision and for other purposes: (ii) to drill, install, locate, maintain and use wells, pumping stations, siltation basins and tanks and related water facilities and systems within the Common Areas, including within any portion of the Recreational Amenities.

Section 4.18 No Partition. There shall be no judicial partition of the Subdivision or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provision of this Declaration.

## ARTICLE V

### RIGHT OF ASSOCIATION TO ALTER, IMPROVE, MAINTAIN AND REPAIR COMMON AREAS AND PORTIONS OF LOTS

Section 5.1. Maintenance of Common Areas. The Association shall have the right to make or cause to be made such alterations, modifications, improvements, repairs, maintenance and replacements to the Common Areas and the portions of Lots set

forth herein, and the cost thereof shall be assessed as Common Expenses and collected from the Owners on an equal basis.

Section 5.2. Responsibilities of Owners and Multi-Family Associations. Unless specifically identified herein or in a Multi-Family Declaration as being the responsibility of the Association or a Multi-Family Association, all maintenance and repair of Lots (except as provided in Section 5.4 hereafter) together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot shall be the responsibility of the Owner(s) of such Lot. Unless otherwise provided in the appropriate Multi-Family Declaration, the maintenance and repair of all Common Areas or common elements located within Multi-Family Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Multi-Family Area) shall be the sole responsibility of the appropriate Multi-Family Association. Developer shall be responsible for Developer-owned properties. Each Owner or Multi-Family Association shall be responsible for maintaining such Owner's Lot or Multi-Family Area, as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures. All attendant lawns, trees, shrubs, hedges, grass, natural areas, and other landscaping shall be maintained by the Owner(s) thereof. As provided in Section 5.3 hereof, each Owner or Multi-Family Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner or Multi-Family Association, but which responsibility such Owner or Multi-Family Association fails or refuses to discharge. No Owner or Multi-Family Association shall: (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a structure on any Lot or within a Multi-Family Area unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Board, as otherwise provided herein; or (ii) do any work which, in the reasonable opinion of the Architectural Review Board, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Board and the Owners and Mortgagees of the Lots directly affected thereby or benefitting from such easement or hereditament.

Section 5.3. Association's Responsibility for Common Areas and Public Rights of Way. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas and Public Rights of Way in the Subdivision which responsibility shall include the maintenance, repair and replacement of: (i) all Common Areas, walks, trails, lagoons, lakes, ponds, bike trails, jogging paths, landscaped areas/natural areas and other improvements situated within the Common Areas or within easements encumbering Lots, or Multi-Family Areas; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a

part of the Common Areas and which are not maintained by the Developer or a public authority, public service district, public or private utility or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within the Common Areas and Public Rights of Way as they may be constituted from time to time. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility of the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Areas or any other portion of the Subdivision. No diminution or abatement of assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

In the event that the Developer or the Board of Directors determines that: (i) any Owner or Multi-Family Association has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner or Multi-Family Association written notice of the Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner or Multi-Family Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Multi-Family Association to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at

the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot, or, in the case of a Multi-Family Association, shall be added to and become a part of the assessments for all Owners within such Multi-Family Association and shall become a lien against such Owners' Lots. In the event that the Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse the Developer for the Developer's costs and expenses.

Section 5.4. Association's Responsibility for Lot Irrigation and Maintenance of Irrigation System. Except as may be otherwise specifically provided herein, the Association shall maintain and keep in good repair all underground pipes and sprinkler heads located in the front yards of the Lots in the Subdivision. The Developer and the Association are hereby granted a perpetual easement across each Lot for the purposes of maintaining and repairing the irrigation system and for carrying out its responsibilities under this Section.

Section 5.5. Sub-Associations. Nothing contained herein shall preclude the Developer or any Sub-Developer, with the Developer's prior written consent, from establishing a Sub-Association, the purpose of which is to provide for improvement, repair and maintenance of a particular tract or section of the Subdivision. Any assessments, rules, regulations and guidelines established by such Sub-Associations shall be in addition to and not in lieu of the covenants, conditions, restrictions, easements and assessments established in this Declaration, and to the extent there is any conflict between the covenants and restrictions of such Sub-Associations and those set forth herein, then in such event the provisions of this Declaration shall control.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for the maintenance of the Common Areas and all underground pipes and sprinkler heads forming a part of the irrigation system located in the front yard of each Lot, including such reasonable reserves as the Association may deem necessary, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs of

collection, and reasonable attorney's fees for the collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 6.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners in the Subdivision (and their respective families, guest, tenants and invitees) and for the improvement, protection, replacement, operation, and maintenance of the Common Areas, Recreational Amenities and for the irrigation systems serving each Lot in the Subdivision and for the provision of various forms of insurance for the Association, its property (including the dedicated Common Areas and Recreational Amenities), members, directors, officers, employees and agents, and for the provision of necessary and reasonable services for and other expenses of the Association.

Section 6.3. Special Assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for any other purpose set forth in the By-Laws of the Association. So long as the total amount of special assessments allocable to each Lot does not exceed FIVE HUNDRED and no/100 (\$500.00) Dollars in any one fiscal year, the Board of the Association may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be paid as determined by the Board of Directors, and the Board may permit special assessments to be paid in installments extending beyond the fiscal years in which the special assessment is imposed.

Section 6.4. Notice and Quorum for Any Action Authorized Under Section 6.3. Written notice of any meeting called for the purpose of taking any membership action authorized under Section 6.3 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6.5. Uniform Rate of Assessment. Both annual and

special assessments must be fixed at a uniform rate for all Lots (whether improved or unimproved) and may be collected on a monthly, quarterly or annual basis.

Section 6.6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date that such Lot is conveyed by the Developer, Sub-Developer or Builder to an Owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (a) eighteen (18%) percent per annum or (b) the maximum rate provided by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (as in the foreclosure of a mortgage), or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Area or abandonment of such Owner's Lot.

Section 6.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed or other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.9. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

(a) The grantees in conveyances made for the purposes of granting utility easements.

(b) Owners of all open space and common properties

(c) Unsubdivided land and/or undeveloped residential lots owned by the Developer or Sub-Developer, except as provided in Section 6.6

## ARTICLE VII USE RESTRICTIONS

Section 7.1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, drive or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration.

Section 7.2. Prior Review of All Plans. No building, fence, wall, swimming pool or other structure, and no change in topography, landscaping, grading, filling or any other item shall be commenced, erected or maintained upon any portion of the Subdivision, nor shall any exterior addition to or change be made until the plans and specifications showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Provided, however, that upon the Developer's selling of One Hundred (100%) Percent of the Lots in the Subdivision, this right of approval shall be transferred to an Architectural Review Board of the Association. Such Architectural Review Board shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association; provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Subdivision if it so chooses. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought any portion of the Additional Property under the terms of this Declaration.

In the event the Architectural Review Board fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provisions of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the Architectural Review Board may deem sufficient. Neither Developer nor any member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Board, nor for any structural defects in any work done according to such plans and specifications approved

by the Architectural Review Board. Further, neither Developer nor any member of the Architectural Review Board shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Review Board, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association nor the Architectural Review Board shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specification. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Review Board and the Developer harmless for any failure thereof caused by the property owner's architect or builder.

Section 7.3. Objectives of the Architectural Review Board.

Architectural and design review shall be directed towards attaining the following objectives for the Property:  
Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms.

Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential Lot and with surrounding residential Lots and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the property's overall appearance, history, and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the Owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots and blend harmoniously with the natural landscape.

Ensuring that any development structure, building or landscaping complies with the provisions of these covenants.

Section 7.4. Fences. No Fences whatsoever shall be erected or allowed to remain in the Subdivision except approved privacy patio fences in rear yards only not exceeding five (5') feet in height, front yard fences not exceeding thirty (30") inches in height and those fences erected by the Developer in Common Areas. All fences shall be set back from Lot lines at such distance as the Developer or Architectural Review Board in its sole discretion may require. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Developer or the Architectural Review Board, which shall have sole and uncontrolled aesthetic discretion in matters regarding style and materials. Said fences shall be painted white only. No fences shall be permitted which obstruct the view of any stream or other body of water when viewed from inside any adjacent Lot.

Section 7.5. Residential Use of Lots. All Lots (except Special Use Lots and lots devoted to multi-family use) shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and one (1) detached garage (except as to Lots devoted to Multi-Family use), provided, however, that nothing contained herein shall be construed to prevent the Developer or any Sub-Developer from maintaining one or more model homes and/or sales offices in the Subdivision for the purpose of selling, leasing or managing Lots or other property in or near the Subdivision. No accessory structures or outbuildings, whether or not attached to the principal residence (including but not necessarily limited to carports, storage sheds, dog houses, awnings, breezeways, covered or above ground swimming pools and the like) shall be constructed or allowed to remain on any Lot unless approved by Developer or the Architectural Review Board. Provided, however, that the Developer may construct attached storage compartments, screened-in rear porches and rear sun rooms as an integral part of the principal residence. Provided, further, however, that an Owner, after application to and written approval by the Architectural Review Board, may construct attached storage compartments, screened-in rear porches and rear sun rooms as an integral part of the principal residence, if and only if such construction and improvement is consistent with the design of the principal residence and with the standards of construction prevailing in the Subdivision.

Section 7.6 Prohibition Against Business Activity and "Time Sharing" Use. Except as expressly authorized for a Special Use Lot, no business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade of any kind whatsoever shall be carried on upon or in any Lot. Provide, however, that nothing contained herein shall be construed so as to prohibit home occupations (i.e., any

occupation on a Lot and clearly incidental thereto, carried on by a member of the family resident of the premises so long as no stock in trade is kept or commodities sold, no mechanical equipment is used except such that is normally used for family, domestic, or household purposes, and there is no exterior sign or emblem indicating that the building is being used for any purpose other than a dwelling), or the construction of houses to be sold on said Lots or the showing of said Lots for the purpose of selling or leasing Lots in the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales or lease or management of Lots in the Subdivision. Provided, however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in Common Areas or on other property owned by the Developer.

No Lot or structure shall be "time shared", nor shall any Lot or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. Sections 27-32-10 et seq., as the same may be amended from time to time, nor shall any Lot or structure be owned, used or operated so as to constitute such Lot or structure as a "time sharing unit" within the meaning of such statutory provisions.

Section 7.7. Association Office. Nothing in this Declaration shall be construed to prohibit the Association from constructing, operating and maintaining a facility for use as its office and headquarters for the benefit of the Association and its members, provided that such facility shall first be approved in all respects in writing by the Developer.

Section 7.8. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by the contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction. No trailer, mobile home, double-wide, park model trailer, motor home, tent, barn, camper, bus, tree house or other similar vehicle, out-building or structure shall be placed on any Lot or on any portion of the Common Areas at any time either temporarily or permanently.

Section 7.9. Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained or permitted in the Subdivision.

Section 7.10. Use and Height Restrictions. No structure shall be erected, placed or permitted to remain on any single family Lot other than one (1) detached single-family residential

dwelling and one (1) detached garage. No residential dwelling shall exceed (3) three stories in height, above existing grade, and in no instance shall any residence exceed the height requirements set by the Town of Summerville, South Carolina.

Section 7.11. Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Town of Summerville, South Carolina and shall be shown and delineated on the recorded Subdivision Plat. However, in each case individual setbacks and sidelines must be approved by the Developer or Architectural Review Board for its aesthetic value and the Developer or Architectural Review Board may require a more stringent setback so long as the required setback does not violate the setback requirements of the Town of Summerville, South Carolina. The Developer or Architectural Review Board shall have the power and authority to promulgate and publish setback requirements for each Lot. In certain cases, the Developer or Architectural Review Board may require an Owner to seek a variance from the Town of Summerville, South Carolina if necessary to protect important trees, vistas or to preserve aesthetic value.

Section 7.12. Timely Construction Progress. Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within nine (9) months from commencement of construction and all landscaping must be completed within ninety (90) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

Section 7.13. Material Restriction. All structures constructed or placed on any Lot shall be built of substantially new material and no used structures shall be relocated or placed on any such Lot.

Section 7.14. Re-Building Requirement. Any dwelling or out-building on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 7.15. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Subdivision shall be made on the premises without the prior written approval of the Developer nor shall any fill be used to extend any property beyond any boundary line of any waterfront property.

Section 7.16. Tree Removal. No trees or bushes of any kind having a diameter of six (6") inches or more (measured from a point two (2') feet above the ground level) shall be removed from

any Lot without the express written authorization of the Developer or Architectural Review Board. The Developer or Architectural Review Board shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such Owner's cost. The Developer or Architectural Review Board reserves the right to have specimen trees preserved and to have site planning provide for their preservation.

Section 7.17. Clothesline. No clothesline or drying yards shall be located upon the premises so as to be visible from any Common Area or other dwellings.

Section 7.18. Water and Irrigation Systems. The Developer will install underground pipe for the irrigation of the Common Areas and rights of way in the Subdivision. Each lot in the Subdivision shall have a tap line and sprinkler heads connected to the irrigation system for the purpose of watering and irrigating the front yard of each Lot.

The scheduled times for watering and irrigation of the front yards of the Lots in the Subdivision shall be established and controlled by the Developer or the Homeowners Association.

An owner of a Lot may not modify the tap line and sprinkler heads to extend beyond the area provided for the irrigation of the front yard.

It is not known what effect an extended period without rain will have in the level of the lake(s) and lagoon(s) providing the water source for irrigation; therefore, it will be at the sole discretion of the Developer or the Homeowners Board of Directors whether lawn watering by water coming from the lakes shall cease until the water level rises to a satisfactory level. By acceptance of a deed, the Lot purchaser grants a perpetual easement to the Developer and the Homeowners Association for the maintenance and repair of the water lines and sprinkler heads located on said Lot.

The cost of operating the pumps and providing line maintenance to supply the water will be borne by the White Gables Homeowners Association, Inc.

No wells shall be allowed or permitted upon any lot.

Section 7.19. Sewer System. No surface toilets, wells or septic tanks are permitted in the Subdivision (other than those utilized for a designated model home complex by the Developer). A purchaser of a dwelling assumes responsibility for attaching to the public sewer system including all fees associated therewith. All plumbing fixtures, dishwashers, toilets or sewage disposal system shall be connected to the central sewer system of the Subdivision.

Section 7.20. Garbage Disposal. Each Owner shall provide

garbage receptacles or similar facilities in accordance with reasonable standards established by the Developer, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted. Provided, however, that Owner shall be permitted to modify the requirements of this Section where necessary to comply with orders of governing bodies or their franchisees.

Section 7.21. Sign Controls. No signs of any character shall be erected on any Lot or displayed to the public on any Lot except "For Sale" signs or signs indicating the name of one contractor only (not subcontractors) during the period of sale or construction only, provided said signs (a) shall not exceed four square feet in size, (b) shall only refer to the premises on which displayed, and (c) shall not exceed more than one per Lot. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, nor to signs for selling houses during the development and construction period, nor to signs permitted upon a Special Use Lot, provided such signs are approved by the Developer or the Association.

Section 7.22. Natural Buffer Zone. The Developer has established or will establish certain natural buffer zones. The natural buffer zones are hereby designated as Common Areas and shall be maintained by the Association for the benefit of the Lot Owners.

No Lot Owner or any Lot Owner's family, guests, agents or employees shall disturb the natural buffer zones in any manner and/or for any reason. Owners of Lots adjoining said natural buffer zones shall be responsible for advising their contractor or subcontractors of the natural buffer zone and will ensure no encroachment or clearing of said area.

If a natural buffer zone is disturbed, the Lot Owner responsible will be required to pay all costs incurred by the Developer and the Association as a result of its attempt to restore the area to its natural state and as a result of such action as is required by the Town of Summerville, South Carolina.

Section 7.23. Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any type shall be placed in appropriate conduits underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Subdivision except those master facilities approved by the Developer. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 7.24. Antennas. No exterior antennas of any kind shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Developer. No free standing antennas whatsoever shall be placed on any Lot, including, without limitation, satellite dishes. However, the Developer reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Subdivision as a whole.

Section 7.25. Certain Vehicles Prohibited From Lots. No travel trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, motorcycles, trucks, or commercial vehicles, or boat trailers or boats shall be kept, stored or parked overnight, either on any Common Area, specifically including streets and guest parking areas, or any Lot. Temporary and permanent storage of certain vehicles is provided by the Developer as set forth in Section 7.27 below.

Section 7.26. Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision.

Section 7.27. Temporary and Permanent Storage of Boats, Trailers, Recreational Vehicles etc. Temporary and permanent storage for all watercraft, boats, boat trailers, travel trailers, campers and other recreational vehicles shall be allowed only in designated areas established or provided by the Developer or the Association. The Developer and Association shall have the authority to charge a monthly fee for the storage of such vehicles.

Section 7.28. Pets. No animals, livestock, birds, or fowl shall be kept or maintained on any part of the Subdivision except dogs, cats, pet fish and birds which may be kept thereon in reasonable numbers (not to exceed three) as pets for the pleasure and use of the property Owner but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's dwellings on a Lot and must not become a nuisance to other residents by barking or other acts. Non-owners (e.g. renters or lessees) may not keep any pets on any part of the Property, without prior written approval of the Owner, said approval to be filed with the Association.

Section 7.29. Perimeter Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads within the Subdivision, provided, however, that Developer reserves the right to construct and operate temporary construction roads during the construction and development period.

Section 7.30. Prohibition of Open Outdoor Storage. No junk,

debris or materials of any kind shall be stored on a Lot other than in an approved enclosed structure, which shall be attached to the principal dwelling, or in a manner that is visible from any other Lot, Common Area, street, easement or amenity area. Firewood and bicycles may be stored outside in side or rear yards only, provided they are not visible from any Common Area, easement, street or amenity area.

Section 7.31. Prohibition of Accessory Structures. No dog houses, carports, or any other accessory structure shall be constructed upon any Lot, except an attached storage compartment, accessory building, porch, swimming pool, swing set or similar play structure or one (1) detached garage, which has been approved in writing by the Developer or the Architectural Review Board prior to installation or construction.

Section 7.32. Nuisances. No noxious or offensive activity shall be carried on upon or in any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, including Common Areas, other homesites, easement areas or residences. No trash, leaves or rubbish may be burned on any Lot or within the Subdivision nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof.

Section 7.33. Landscaping. The Developer reserves the right to reasonably restrict the placement of landscaping, fences or other impediments to the enjoyment of views from and of adjoining Common Areas or Recreational Amenity areas.

Section 7.34. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including but not limited to its proximity to any recreational facility or Common Area or any bodies of water. Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of all ditches, streams, lakes, lagoons or other bodies of water or watercourses located in the Subdivision.

Section 7.35. Traffic Regulations. Traffic regulations on all roads and streets within the Subdivision will be enforced under the provisions of the South Carolina Code of Laws for 1976, as Amended.

Section 7.36. Encroachments. No Owner or individual shall alter in any way any Common Area except with the written permission of the Association provided that such activity is required for the benefit of the Association or the Subdivision as a whole.

Section 7.37. Subdivision of Lot: Easements and Encroachments.

No Lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, if any portion of any Common Area unintentionally encroaches upon a Lot or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of improvements to a Lot or Lots encroaches upon the Common Area or any portion thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvement or part thereof is partially or totally destroyed and then rebuilt, any encroachment of any Common Area upon a Lot or Lots or encroachment of a Lot or Lots upon any Common Area or upon an adjoining Lot or Lots resulting because of such rebuilding, shall be permitted, and a valid easement shall exist for the maintenance of such encroachments so long as the same stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on any Common Area or any Lot or Lots, and no Owner shall be entitled to damages or injunctive relief because of the construction, re-construction or maintenance thereof.

Section 7.38. Increased Size of Lots. A Lot or Lots may be subdivided provided the effect is to increase the size of the adjoining Lot or Lots. In such cases, the Developer may alter the building or set-back lines to conform to the resubdivided Lot(s). In such instances, the adjoining Lot Owners, or other Owners in the Subdivision shall not have the right to pass on or interfere with such Lot rearrangement. Such rights shall be exclusively that of the Developer or any successors or assigns to whom the Developer may expressly have transferred such rights, but the purchaser of any Lot in the Subdivision does not, by virtue of his status as a purchaser, become any such successor or assign.

Section 7.39. Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the sole opinion of the Developer, it would be to the best interest of the Development of this Subdivision that the building lines of any Lot should be altered or changed, then the Developer reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions. The Developer specifically reserves the right to transfer and assign this right of change of building lines to the Association or the Architectural Review Board herein established.

Section 7.40 Replatting of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any one or more Lots owned by the Developer shown on the plat of said Subdivision prior to delivery of the deed therefore in order to create a modified building Lot or Lots. The restrictions and

covenants herein apply to each such building Lot so created or recreated.

Section 7.41. Special Use Lots. The Developer shall have the right to designate any Lot as a Special Use Lot in the deed by which Developer conveys title to the Lot. In addition, the Association, upon written petition by the Owner of the Lot and Approval of Owners entitled to cast a majority of the total votes of Owners, may designate any Lot as a Special Use Lot. Special Use Lots may be used (i) for residential purposes (including such ancillary home business uses, if any, as may be permitted by this Declaration); or (ii) for such commercial purposes as may be specifically authorized in the deed designating the Lot as a Special Use Lot or by resolution of the Association approving the designation of the Lot as a Special Use Lot; or (iii) for a combination of such uses.

Section 7.42 Lakes and Lagoons. The lakes and lagoons within the Subdivision are not designed for boating, swimming or bathing purposes and the same is prohibited. No docks, landings or other structures may be located in or adjacent to any lake or lagoon without the prior written consent of the Developer. Fishing shall be permitted within the lakes so long as all regulations of the South Carolina Wildlife and Marine Resource Department, as the same may be changed from time to time, are strictly observed. No water may be withdrawn from any lake or lagoon for any reason by any Owner. All property owners adjacent to the lakes and lagoons shall be prohibited from using insecticides, pesticides and other hazardous materials within twenty-five (25') feet of such lakes or lagoons.

Section 7.43. Gardens, Basketball Goals, Etc. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot, except that all other planting in these yards may be done only with the prior written approval of the Developer or Architectural Review Board or in accordance with guidelines previously established by the Board. No vegetable garden, hammocks, statuary, swing sets or recreational equipment may be placed, erected, allowed or maintained upon the front or side yard of any Lot without the prior written consent of the Board or its designee. This provision shall not, however, apply to basketball goals. Basketball goals may be installed after the type and location have been previously approved in writing by the Architectural Review Board.

Section 7.44. Lighting. The following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (a) seasonal decorative lights during the Christmas season; (b) illumination of other than the front or side yards of a Lot; (c) illumination of a model home and entrance features constructed by the Developer; and (d) other lighting originally installed by the Developer. Plans for all other exterior lighting must be submitted and approved in accordance with Section 7.2.

Section 7.45. Sight Distance at Intersections. All Lots at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain at the corner of a Lot where this would create a traffic or sight problem.

Section 7.46. Guns. The use of firearms in the Subdivision is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns and small firearms of all types.

Section 7.47. Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the Board or its designee.

## ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Enforcement. The Developer, the Association, or any Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of right to do so thereafter. The Developer and the Association shall have the right to establish, assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against Dwellings as provided herein. Such fines shall not exceed Fifty (\$50.00) Dollars per violation per day.

Section 8.2. Severability. Invalidity of any covenants or restrictions or any term, phrase or clause of this Declaration by the Adjudication of any court or tribunal shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8.3. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Developer, the Association, or any Owner for a period of twenty (20) years from the date hereof and thereafter shall continue automatically in effect for additional periods of twenty (20) years, unless otherwise agreed to in writing by the then Owners of at least seventy-five (75%) percent of the Lots.

Section 8.4. Assignment. The Developer shall have the right to assign, in whole or in part, to any one or more persons, firms, corporations, partnerships or associations any and all rights, powers, titles, easements and estates reserved or given to the Developer in this Declaration.

Section 8.5. Amendment.

(a) Amendments by Developer. For a period of twenty (20) years from the date of recording this Declaration, the Developer may amend this Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Dorchester County, South Carolina, with or without the approval of any Owner or mortgagees. Any amendment made pursuant to this Section shall be certified by Developer as having been duly approved by Developer, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section. In addition to the foregoing amendment rights, the Developer shall have the right at any time without a vote of the Owners to amend the covenants and restrictions of this Declaration to correct typographical or clerical errors, and as may be required by any governmental authority, institutional or governmental lender, insurer or purchaser of mortgage loans including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration or the Federal Housing Administration.

(b) Amendments by Association. Amendments to this Declaration, other than those authorized by Section 8.5(a) above, shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(2) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least a majority of the total votes in the Association; provided, however, that during any period in which Developer owns a Lot primarily for the purpose of sale or has the option under this Declaration to add the Additional Property or any portion thereof to the Subdivision, such amendment must be approved by Developer.

(3) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

Section 8.6. Multiple Associations. So long as Developer, its successors or assigns, owns an unsold Lot in the Subdivision or

any of the Additional Property, it shall have the right to merge the Association with other associations governing the use and control of other property in the Subdivision.

Section 8.7. No Dedication of Common Areas, Etc. Every park, stream, body of water, Common Area, Recreational Amenity, and other amenity within the Subdivision is a private park, facility or amenity and neither the Developer's recording of any such plat nor any other act of the Developer with respect to the Property is, or is intended to be, or shall be construed, as a dedication to the public of any said parks, Common Areas, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said areas designated as parks is reserved to the Developer, its successors and assigns; to the persons who are, from time to time, members of the Association; to the members and Owners of any recreational facility; and to the residents, tenants and occupants of any Multi-Family residential buildings, and all other kinds of residential structures that may be erected within the boundaries of the Property and to the invitees of all the aforementioned persons, the use of which shall be subject to such rules and regulations as may be prescribed by the Association, if the Association is the Owner of the facility or Property involved.

Section 8.8. Time is of the Essence. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

Section 8.9. Remedies for Violation of Restrictions. In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the Owners of Lots in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors and assigns, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the Property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. The Developer and Association are hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer or Association employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Developer's or Association's counsel, shall be paid

by the Owner of such Lot or Lots in breach thereof.

Section 8.10. Rule Against Perpetuities, Etc. The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

WITNESS the execution hereof this 9 day of November, 2000.

WITNESSES:

BAUCOM'S NURSERY COMPANY, INC., A  
NORTH CAROLINA CORPORATION

Edna Palmer  
Witness

By: Gary C. Baucum  
Its: President

Ronan Schwaef  
Witness

STATE OF NORTH CAROLINA )

STANLY )  
COUNTY OF MECKLINBURG )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 9 day of November, 2000, by Baucom's Nursery Company, Inc., a North Carolina Corporation, by GARY C. BAUCUM, its PRESIDENT.

SWORN to before me this 9 day of November, 2000.

Rebecca L. Keyak  
Notary Public  
My Commission Expires: 7-13-04

## EXHIBIT "A"

ALL that tract, piece, or parcel of land situated, lying, and being in the Town of Summerville, Dorchester County, South Carolina, shown and designated as Tract B, containing 101.31 acres, on the January 31, 2000, plat by Edward Glen Cheers of Berenyi Incorporated, which is entitled in part "RE-SUBDIVISION PLAT OF FIVE EXISTING TRACTS OF LAND...currently owned by TUPPER'S JOINT PROPERTIES, LLC..." which is recorded in Plat Cabinet J at slide 153 in the office of the RMC of Dorchester County. The Property has the location, dimensions, and butts and bounds shown on the plat.

SUBJECT to any covenants, conditions, and easements now of record of affecting the Property, to matters which a current and accurate survey should show, to current year taxes, and to zoning and other governmental regulations.

BEING the same property conveyed to Baucom's Nursery Company by deed of John M. Tupper dated February 3, 2000 and recorded on February 4, 2000 in Book 2363, page 339 in the Dorchester County RMC Office; Also by deed of George L. Tupper, Jr. dated and recorded on the same dates in Book 2363, Page 343, aforesaid RMC Office and by deed of Elias D. Tupper, II also dated and recorded on the same date in Book 2363, page 347, aforesaid RMC Office.

Part of TMS #136-09-00-035

Part of TMS #136-00-00-123

Part of TMS #136-00-00-122      New TMS 136-00-00-246

Part of TMS #144-00-00-022

Part of TMS #144-00-00-021

ALL that tract, piece, or parcel of land situated, lying, and being in the Town of Summerville, Dorchester County, South Carolina, shown and designated as Tract C, containing 91.63 acres, on the January 31, 2000, plat by Edward Glen Cheers of Berenyi Incorporated, which is entitled in part "RE-SUBDIVISION PLAT OF FIVE EXISTING TRACTS OF LAND...currently owned by TUPPER'S JOINT PROPERTIES, LLC..." which is recorded in Plat Cabinet J at slide 153 in the office of the RMC of Dorchester County. The Property has the location, dimensions, and butts and bounds shown on the plat.

SUBJECT to any covenants, conditions, and easements now of record of affecting the Property, to matters which a current and accurate survey should show, to current year taxes, and to zoning and other governmental regulations.

TMS #Portion of 144-00-00-022  
Portion of 144-00-00-021  
Entire of 136-00-00-146

ALSO

ALL that piece, parcel or tract of land, situate, lying and being in the County of Dorchester, State of South Carolina, known and designated as 8.24 acres, as shown on a plat made by Associated Surveyors & Engineers, dated November 15, 1990, and entitled "Plat Showing Two Tracts of Land, Located in Knightsville, Surveyed for the Trustees of the Estate of Eva Belle Knight", and recorded in the RMC Office for Dorchester County in Plat Cabinet H, Slide 95. Said parcel of land, having such size, shape, dimensions, buttings and boundings, as will more fully appear by reference to the aforesaid plat.

TMS #136-00-00-146

ALSO

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Dorchester, State of South Carolina, known and designated as 0.09 Ac. (3787 sq. ft.), as shown on a plat prepared by John David Bass, SC Regt. No. 15388, dated May 5, 1995, and entitled "A plat of a Parcel of Land Located Along Claussen Street Extension Marked A-B-C-D-E-F-A hereon, containing 0.09 Ac. (3787 sq. ft.), Proposed to be conveyed to Jan H. Tupper", and recorded in the RMC Office for Dorchester County simultaneously herewith.

TMS #136-00-00-145

**EXHIBIT "C"**  
**BY-LAWS**  
**OF**

**WHITE GABLES HOMEOWNERS ASSOCIATION, INC.**

**1.                    INTRODUCTION**

These are the By-Laws of White Gables Homeowners Association, Inc., a non-stock, eleemosynary corporation to be organized under the laws of the State of South Carolina (hereinafter called "the Association"), which shall be organized for the purpose of administering White Gables Subdivision (the "Subdivision"), a multi-phased planned unit development or subdivision. The Subdivision is identified by the name White Gables and is located in Dorchester County, South Carolina, as more particularly described in the Declaration of Covenants and Restrictions for the Subdivision, to which these By-Laws are attached as Exhibit "C" (the "Declaration"). Upon submission of the Additional Property, or any portion of the additional Property, described in Exhibit "B" to the Declaration, these By-Laws become equally applicable to such Additional Property. The Developer of the Subdivision is Baucom's Nursery Company, Inc., a North Carolina Corporation, its successors and assigns (the "Developer").

(a) The provisions of these By-Laws are applicable to any and all land subject to the Declaration, and the terms and provisions of these By-Laws are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Declaration. The terms and provisions of the Declaration shall be controlling wherever and whenever, if ever, they are or may be in conflict with these By-Laws.

(b) All present or future co-owners, tenants, future tenants, or their employees, invitees, licensees, or any other person that might use the lands of the Subdivision, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration, as either, or both, may be amended or supplemented from time to time.

(c) The office of the Association shall be at such other place as the Board of Directors of the Association may designate from time to time.

(d) The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless changed by the Board of Directors of the Association of the Association as herein provided.

(e) The seal of the Association shall bear the name of the Association and the words "South Carolina".

(f) There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Association shall not pay compensation to its members, directors or officers for services rendered. At any one time, the Board may retain a management firm, and may contract with said firm to provide management for the Association and its subordinate regimes, or Developer-owned/controlled property, to include, but not be limited to, the following services:

1. Financial services;
2. Administrative and clerical services; and
3. Maintenance, to include providing of goods, materials, labor and equipment, personnel supervision, contract labor, landscaping, and security.

Upon final dissolution and liquidation, the Association may make distributions to its members as is permitted by law or any Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of

any kind or nature whatsoever. Membership in the Association and the transfer of that membership as well as the number of members/votes shall be in accordance with the terms and conditions of the Declaration and the By-Laws of the Association, and the voting rights of the Owners shall be as set forth in the Declaration and/or these By-Laws of the Association.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) All persons who are Owners as defined in the Declaration shall be members of this Association, provided, however, that no non-owner, tenant, sub-lessee, or assign shall be a member, nor have voting rights in this Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Subdivision, and each Lot therein shall have one (1) vote. Each Owner, by acceptance of a deed or other conveyance for a Lot, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no owner, whether one or more persons, shall have more than one membership/vote per Lot. Any membership shall automatically terminate when an Owner, as defined herein, is no longer seized and vested with title to any real property within the Subdivision, and membership and/or voting rights in the Association shall be limited to such Owners.

(b) The quorum at members' meetings shall consist

of persons entitled to cast one-fourth (1/4) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate or appropriate resolution signed by all of the Owners of the Lot and filed with the Secretary of the Association, and such certificate or resolution shall be valid until revoked by subsequent certificate or resolution. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of the meeting for which their use is sought.

(e) Approval or disapproval of an Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such Owner if in an Association meeting.

(f) Except where otherwise required under the provisions of the Certificate of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners holding at least a majority of the total votes cast at a meeting at which a quorum is present, shall be binding upon the members/Owners.

### **3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

(a) The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, on the first Saturday in March of each year or at such other time as shall be designated by the Board of Directors, for the purpose of transacting any business authorized to be

transacted by the members. The first annual meeting shall be held in 2001.

(b) Special members' meetings shall be held whenever called by the President or Vice President, by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all votes of the Class A Membership, and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the outstanding votes.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him or her. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at his or her post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attained, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Certificate of Incorporation, these By-Laws or the Declaration, the

members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

(d) At meetings of the membership, the President shall preside or, in the absence of the President, the membership may select a chairman in the event that the Board does not designate an acting president or presiding officer for any such meeting.

(e) The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

- (i) Calling of the roll and certifying proxies
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Unfinished business
- (vii) New business
- (viii) Adjournment

#### 4.

#### BOARD OF DIRECTORS

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Until the first annual meeting of the members, the affairs of the Association shall be managed by a Board of two (2) directors selected by the Developer. Thereafter, the affairs of the Association shall be managed by a Board of three (3) directors appointed or elected as provided herein.

Section 2. Directors Appointed by Developer. Developer shall have the right to appoint or remove any members of the Board of Directors or any officer or officers of the Association so long as Developer retains its Class B membership as provided in the Declaration. Each Owner, by acceptance of a Deed to or other conveyance of a Lot, vests in Developer such authority to

appoint and remove directors and officers of the Association. The directors selected by the Developer need not be Owners or residents in the Subdivision. The names of the initial directors selected by the Developer shall be set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. Commencing with the first annual meeting of the Association to be held in the calendar year 2001, the Board shall consist of three (3) members.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor at a meeting of the Association and may also be nominated by a nominating committee appointed by the Board of Directors.

Section 5. Election and Term of Office. Owner-Elected directors shall be elected and hold office as follows:

(a) Not later than thirty (30) days after the Developer's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the Membership thereafter, directors shall be elected. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected; provided, however, the initially elected directors shall serve the remainder of their terms.

The term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Member of the Board of Directors, 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 have been duly elected by the Association.

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. This Section shall not apply to Directors appointed by the Developer.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting of the directors which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### MEETING OF DIRECTORS

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director mailed or presented personally to such director within such time.

Section 11. Quorum. A majority of the number of directors shall constitute a quorum for the transaction

of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

In the event that the Developer in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by the Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons so removed from said Board of Directors. The removal of any director and designation of his successor shall be effective immediately upon delivery of such written instrument by the Developer to any officer of the Association.

If any director's meeting cannot be organized because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 12. Powers. The Board of Directors shall manage and direct the affairs of the Association and may

exercise all of the powers of the Association subject only to approval by the Owners, as designated and defined in the Declaration, when such is specifically required by these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration or these By-Laws, or as it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

(a) To prepare and adopt a budget, make, levy and collect assessments against members and members' Lots to defray the cost of the Common Areas and facilities of the Subdivision, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance and the management of the Common Areas, Recreational Amenities, services and facilities of the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(c) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;

(d) To make and amend regulations governing the use of the property, real and personal, in the Subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;

(e) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Subdivision, as may be necessary or convenient in the operation and management of the Association, except those which may be required by the Declaration to have approval of the membership of the Association;

(f) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the property in the Subdivision;

(g) To pay all taxes and assessments which are liens against any part of the Subdivision other than Lots and the appurtenances thereto, and to assess the same against the members and their respective Lots subject to such liens;

(h) To carry insurance for the protection of the Subdivision, the members of the Association, and the Association against casualty, liability and other risks;

(i) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Lots;

(j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;

(k) To adopt and publish rules and regulations governing the use of the Common Areas, Recreational Amenities and facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(l) To suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(m) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration and not reserved to the membership by other provisions of these By-Laws, or the

Certificate of Incorporation;

(n) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(o) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties.

(p) To make special assessments to the extent provided in the Declaration and these By-Laws.

Section 13. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) Establish a fiscal year;

(d) Establish the annual assessment period and fix the amount of the annual assessment against each member for each lot owned, at least thirty (30) days in advance of each annual assessment;

(e) Establish the initial deposit to be made by each member in order to bring his total assessment deposit to the level required to meet his proportional share of the Common Expense;

(f) Send written notice of each assessment to every lot owner, at least thirty (30) days in advance to each annual assessment period, and levy all such assessments

as liens;

(g) Collect all such assessments at monthly or other regular intervals as may be determined at its discretion;

(h) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(i) Issue, or to cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) Procure and maintain liability and fire and other hazard insurance on property owned by the Association;

(k) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(l) Cause all of the facilities to be maintained;

(m) Have a management agent for any of the above;  
and

(n) Procure and maintain officers and directors liability insurance as it may deem appropriate.

Section 14. Meeting Location. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of members or directors may be held at any place within or without the State of South Carolina.

Section 15. Actions Without Meetings. To the extent now or from time to time hereafter permitted by the law of South Carolina that the directors may take any action which they might take at a meeting of directors

without a meeting, a record of any such action so taken, signed by each director, shall be retained in the Association's minute book and given equal dignity by all persons with the minutes of meetings fully called and held.

Section 16. Indemnity. The Association shall indemnify every director and every officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which he is made a party by reason of his being or having been a director or officer of the Association, except as to such matters wherein he shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association directors and officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

5. OFFICERS

(a) The executive officers of the Association shall be the President and Secretary, who shall be directors; a Vice President; and a Treasurer, all of whom shall be appointed by the Developer so long as Developer retains its Class B Membership; and thereafter elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) Any Vice President, unless the majority may

select a presiding officer, shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident of the office of Treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for management of the Association.

6.

**FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth both in these By-Laws and in the Declaration shall be supplemented and complemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot; for each subordinate regime; and for those developer-owned entities. Such an account shall designate the name and address of the Owners(s) or ownership/control entity, the amount of each assessment against each category set forth immediately hereinabove, the dates and amount in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

(i) Common Expense budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and/or replacement of: (a) all buildings and other improvements located within the Association's Common Areas, including Recreational Amenities; (b) all roads (not dedicated to the public), walks, trails, lagoons, ponds, parking lots, landscaped areas/natural areas and other improvements situated within the Common Areas or within easements encumbering Lots or Multi-Family Areas; (c) such security systems, utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the service district, public or private utility or other person; and (d) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision (but not on Lots) as it may be constituted from time to time; and

(ii) Proposed Assessments against each member. Copies of the proposed budget and proposed Assessments shall be transmitted to each member at least thirty (30) days prior to the first day of the fiscal year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member

for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such Assessments and the due dates thereof and shall notify the members thereof. The Assessments will initially be on an annual basis unless changed by a vote of the majority of the Board of Directors.

(d) The depository of the Association shall be such bank or banks as shall be designed from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(e) An audit of the accounts of the Association may be made annually and a copy of the report shall be furnished to each member not later than ninety (90) days after the last day of the fiscal year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half (1/2) the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## 7.

### PHYSICAL MANAGEMENT

Except as may be herein otherwise specifically

provided, the Association shall maintain and keep in good repair and have jurisdiction over the standards of exterior maintenance over all portions of the Common Areas, individual regimes, and all Lots, which responsibility shall include the maintenance, repair and/or replacement of: (i) all buildings and improvements located within the Association's Common Areas, including Recreational Amenities; (ii) all roads, walks, trails, lagoons, ponds, parking lots, landscaped areas, natural areas and other improvements situated within the Common Areas or within easements encumbering Lots or Multi-Family Areas; (iii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility or other person; and (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision (but not on Lots) as it may be constituted from time to time. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by any Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (c) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility of the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Areas or any other portion of the Subdivision. No diminution or abatement of assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the

obligation to pay such assessments being a separate and independent covenant on the part of each owner.

In the event that the Developer or the Board of Directors determines that: (i) any Owner or Multi-Family Association has failed or refused to discharge properly his, or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner or Multi-Family Association written notice of the Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner or Multi-Family Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or if replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Multi-Family Association to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot, or, in the case of a Multi-Family Association, shall be added to and become a part of the assessments for all Owners

within such Multi-Family Association and shall become a lien against such Owners' Lots. In the event that the Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

8. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of South Carolina.

9. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association holding one-fourth (1/4) of the Class A votes in the Association, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members if required as herein set forth.

(c) In order for such amendment or amendments to become effective, the same must be approved by a vote of

the members holding at least a majority of the total votes at a meeting at which a quorum is present. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or Secretary of the Association, and a copy thereof shall be recorded in the register of Mesne Conveyances of Dorcheser County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.

(d) At any meeting held to consider such amendment or amendments to the By-laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

(e) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, nor may any amendment be adopted or become effective without the prior written consent of the Developer so long as Developer retains its Class B voting privileges.

(f) In the alternative, the Developer may amend these By-Laws in the manner provided in the Declaration for amendments to the Declaration by the Developer.

## 10. INSURANCE AND CASUALTY LOSSES

### 10.1 Insurance.

10.1.1 The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism

and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible levels as are deemed reasonable by the Board or under the terms of any subordinated regime documents as they affect or control Multi-Family ownership) of any repair or reconstruction in the event of damage or destruction from any such hazard.

10.1.2 The Board or its duly authorized agents shall have the authority and may obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

10.1.3 The Board or its duly authorized agents shall have the authority and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts as are determined to be necessary or desirable.

10.1.4 All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the common Areas having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law and reasonably obtainable, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

10.1.4.1 All policies shall be written with

a company holding a rating of A+10 or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

10.1.4.2 All property insurance policies shall be for the benefit of the Association, and/or its subordinate property regimes, Owners and Owner's Mortgagees, if applicable, as their interests may appear.

10.1.4.3 All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

10.1.4.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

10.1.4.5 All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners and their respective families, servants, agents, tenants, guest and invitees, including without limitation the Association's manager.

10.1.4.6 All policies shall contain a provision that no policy may be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests and invitees, or on account of the acts of any director, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be

cured.

10.1.5 It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, public liability, property damage, title and other insurance with respect to his own Lot. The Board of Directors may require all Owners, to include the Developer, and/or Multi-Family Associations to carry public liability and property damage insurance on their respective properties and Lots, and to furnish copies of certificates thereof to the Association.

10.2 Damage to or Destruction of Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction as used in this Article means repairing or restoring the damages to property to substantially the same condition in which it existed prior to the fire or other casualty. Within sixty (60) days following any damage or destruction of all or part of the Common Areas, the Association shall restore or replace such damaged improvements, to include trees, shrubbery, lawns, landscaping, and natural vegetation. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the board of Directors may levy a special assessment against all Owners, without the necessity of a vote of the members of the Association, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association

under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

10.3 Damage to or Destruction of Lots or Multi-Family Areas. In the event of damage or destruction by fire or other casualty to any Lots or Multi-Family Areas, such Owner or Multi-Family Association shall, at its/their own expense, promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Multi-Family Area in a clean, orderly, safe and sightly condition. Such other Owner or Multi-Family Association shall repair or rebuild such Lot or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provisions of this Declaration (including without limitation Article 10 hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through, without interruption, diligently to conclusion.

## **11. CONDEMNATION OF COMMON AREAS**

11.1 Whenever all or any part of the Common Areas of the Subdivision shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting with the approval by a vote of two-thirds (2/3) of the total votes of the Association who are voting in person or by proxy, at a meeting duly called for such purpose, for so long as Developer owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision, the

award of proceeds made for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

11.1.1 If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Developer, for so long as Developer owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision, together with at least seventy-five (75%) percent of the total votes of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefore, in accordance with the plans approved by the Board of Directors, the Architectural Review Board, and by the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Paragraph 12.4 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

11.1.2 If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are not funds remaining after any such restoration or replacement of such improvements is completed, then

such award, proceeds or net funds shall be retained by and for the benefit of the Association.

11.1.3 If the taking or sale in lieu thereof includes all or any part of a Lot or Multi-Family Area and includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the owners of any Lot or Multi-Family Area; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors; (ii) the Owners of all Lots and Multi-Family Areas wholly partially taken or sold, together with the Mortgagees for such Lot or Multi-Family Area; and (iii) the Developer, for so long as the Developer owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

## 12.

### ASSESSMENTS

12.1 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. These assessments are in addition to any charges or assessments imposed by any Multi-Family Regime, Sub-Association or ownership substructure situate within the Subdivision as it may be constituted from time to time.

12.2 Creation of Lien and Personal Obligation of Assessments. Each owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments, such Assessments to be established and collected as provided in the Declaration and in Paragraph 12.3 hereof; (b) special assessments, such assessments

to be established and collected as provided in the Declaration and in Paragraph 12.4 hereof; and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to fines as may be imposed against such Lot in accordance with the provisions of these By-Laws and of the Declaration. Any such Assessments, together with late charges as provided in the Declaration, together with court costs and reasonable attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his grantee shall take title to such Lot subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefore; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors or assigns, and who take title to a Lot through foreclosure, or to any purchaser of such Lot at such foreclosure sale until title vests at which time charges for assessments apply as to any other Owner. In the event of co-ownership of any Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in equal quarterly installments unless otherwise provided by the Board.

12.3 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the commencement of the Association's fiscal year to prepare and adopt a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution of reserve account if necessary for the capital needs of the Association. The total annual assessments shall be divided among the Lots equally, except as provided in the Declaration, so that each Lot except Developer owned Lots, shall be subject to equal annual assessments. Upon the addition of the

Additional Property or any portion thereof to the Subdivision, Assessments shall continue to be equal and the Lots being added to the Subdivision shall thenceforth pay assessments which are equal to those imposed upon Property and Lots previously in the Subdivision, except as provided in the Declaration. The Association's budget shall be revisable by the Board, without the necessity of approval by the Owners, to include Common Expenses and Assessments related to such additional Lots. In the event the Board fails for any reason 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 and annual assessment in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, over the previous year, in the Consumer Price Index (All Urban Consumers, United States City Average, All Items) or five (5%) percent, whichever is greater, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Paragraph 12.4 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

12.3.1 Management fees and expenses of administration including legal and accounting fees;

12.3.2 Utility charges for utilities serving the Common Areas and charges for other common services for the Subdivision, including trash collection and security services, if any such services or charges are provided or paid by the Association;

12.3.3 The cost of any policies of insurance purchased for the benefit of all Owners and the Association as required or permitted by the Declaration, including fire, flood and other hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

12.3.4 The expenses of maintenance, operation, repair and replacement of those portions of the Common Areas and Recreational Amenities which are the responsibility of the Association under the provisions of the Declaration;

12.3.5 The expenses of maintenance, operation, repair and replacement of other amenities and facilities serving the Subdivision, the maintenance, operation, repair and replacement of which the Board from time to time determines to be in the best interest of the Association;

12.3.6 The expenses of the Architectural Review Board which are not defrayed by plan review charges;

12.3.7 The expense for conducting recreational, cultural or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;

12.3.8 Ad valorem real and personal property taxes assessed and levied against the Common Areas;

12.3.9 Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including without limitation taxes and governmental charges not separately assessed against Lots or Multi-Family Areas; and

12.3.10 The establishment and maintenance of a reasonable reserve fund or funds (a) for maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired or replaced on a periodic basis, (b) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

12.4 Special Assessments. In addition to the annual assessments authorized above, the Association may

levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for any other purpose set forth in the By-Laws of the Association. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred and no/100 (\$500.00) Dollars in any one fiscal year, the Board of the Association may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be paid as determined by the Board of Directors, and the Board may permit special assessments to be paid in installments extending beyond the fiscal years in which the special assessment is imposed.

12.5 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Paragraph shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

12.6 Initial Assessment. At the time of the first sale of each Lot from the Developer or Sub-Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an initial assessment equal to at least two months' assessments for such Lot, to establish and maintain a working capital fund for the use and benefit of the Association. The Association shall have, however, in its sole discretion, the right to waive the Initial Assessment for certain lot sales or transfers to Builders. The purpose of such working capital fund is to insure that the Association will have

cash available to meet unforeseen expenditures, or to acquire equipment or service deemed necessary by the Association. Such initial assessments shall not be considered as advance payment of regular assessments.

12.7 Liens. All sums assessed against any Lot pursuant to the Declaration, together with court costs, reasonable attorneys' fees, and late charges as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for: (i) liens of ad valorem taxes; and (ii) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to the Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such Mortgages shall only apply to such assessments which have become due and payable prior to a foreclosure. All other person(s) acquiring liens or encumbrances on any Lot after the declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens and encumbrances.

12.8 Effect of Nonpayment; Remedies of the Association. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. A lien and equitable charge as herein provided for each Assessment shall be attached simultaneously as the same shall become due and payable, and if an Assessment has not been paid within thirty (30) days, the entire unpaid balance of the annual Assessment may be accelerated at the option of the Board and declared due and payable in full. The continuing lien and equitable charge of such assessment shall include all costs of collection (including reasonable attorneys' fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the

Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for Assessments, and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

In the event that any Lot is to be sold at the time when payment of any Assessment against the Owner of such lot to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase shall, after payment of those sums given priority by S.C. Code Ann. Section 27-31-200 (1976) (whether or not such Lot is a condominium apartment) be applied by the purchaser first to payment of any then delinquent Assessment or installment thereof due to the Association before the payment of any proceeds of purchase to the Owner who is responsible for payment of such delinquent Assessment.

In any voluntary conveyance of any Lot (other than deed in lieu of foreclosure as set forth above), the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association

which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

12.9 Certificate. The Treasurer, any Assistant Treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by the said Treasurer, Assistant Treasurer or manager of the Association setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, late charges and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

12.10 Date of Commencement of annual Assessments. The annual assessments provided for herein shall commence as to each Lot as set forth in the Declaration.

### 13. RULE MAKING

13.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Multi-Family Areas and the Common Areas and facilities located thereon, including without limitation the recreational Amenities. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and

regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, cancelled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Lot or Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

13.2 Authority and Enforcement. Subject to the provisions hereof, upon the violation of the Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot, the Owners, occupants or guests of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend an Owner's right and the right of such Owner's family, guests and tenants and of the Co-Owners of such Owner and their respective families, guests and tenants to use any of the Recreational Amenities, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants or by his Owners or the family, guests or tenants of his Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure. Except with respect to the failure to pay assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an owner or other occupant of the Subdivision for violations of the Declaration, By-Laws or any other rules and regulations for the Association, unless and until the following procedure is followed:

13.3.1 Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

13.3.1.1 The alleged violation;

13.3.1.2 The action required to abate the violation; and

13.3.1.3 A time period of not less than ten (10) days during which the violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

13.3.2 Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

13.3.2.1 The nature of the alleged violation;

13.3.2.2 the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice.

13.3.2.4 The proposed sanction to be imposed.

13.3 The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an

alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

13.4 Enforcement. Each owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to the Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the Declaration and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Recreational Amenities, or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association or, in proper case, by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Developer, the Association or any aggrieved owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or

threatened violation or breach, by any person under the provisions of the Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

14.

DEFINITIONS

All terms defined in the Declaration shall have the same meaning in these By-Laws as in the Declaration.

15.

CONFLICTS

In the event of any conflict between the provisions of the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the provisions of these By-Laws, the provisions of the Declaration shall control.

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 13th  
Day of Nov. 2000  
at 11:00 a.m. M and recorded  
in book 2546 page 277  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

RE-RECORD TO INCLUDE EXHIBIT "A"  
INADVERTANTLY OMITTED

BK 2904PG290 BK 3005PG092

FILED-RECORDED  
RMC / ROD

FILED-RECORDED  
RMC / ROD

2001 NOV 30 AM 9:35  
STATE OF SOUTH CAROLINA )  
LINDA T. MESSERVY )  
COUNTY OF DORCHESTER )  
DORCHESTER COUNTY, SC

2002 MAR -4 AM 8:40  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WHITE GABLES SUBDIVISION  
DORCHESTER COUNTY, SC

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision is made this 21 day of November, 2001, by BAUCOM'S NURSERY COMPANY, INC. A North Carolina Corporation, with its principal place of business in the County of Mecklinburg, State of North Carolina, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions and Restrictions said Declaration of Covenants, Conditions and Restrictions being dated November 9, 2000, and recorded in the Office of the RMC for Dorchester County in Deed Book 2546 at Page 272; and

WHEREAS, Declarant desires by this Amendment to add and subject to said Declaration pursuant to Sections 2.2 and 4.8 of said Declaration, the property described in Exhibit "A", attached hereto, which shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in said Declaration which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, the Declarant further desires to amend said Declaration as provided in Section 8.5(a) therein;

NOW, THEREFORE, for and in consideration of the premises recited above, BAUCOM'S NURSERY COMPANY, INC., hereby covenants and agrees as follows:

1. The property described in Exhibit "A" which is attached hereto and incorporated by reference herein shall become and hereby is declared to be property subject to the Declaration of

John E. Lomenosky, Jr. *HL*  
rel.  
rec. PO Box 603  
Chas, SC 29402

Covenants, Conditions, and Restrictions for White Gables Subdivision dated November 9, 2000, and recorded in the Office of the RMC Office for Dorchester County in Book 2546 at Page 272.

2. Section 5.4 of the Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety.

3. Section 7.18 of the Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety and restated as follows:

Section 7.18. Water and Irrigation Systems. The Developer will install underground pipe for the irrigation of the Common Areas and rights of way in the Subdivision. The cost of operating the pumps and providing line maintenance to supply the water will be borne by the White Gables Homeowners Association, Inc. No wells shall be allowed or permitted upon any lot.

4. Section 3.4 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to include the following:

The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of the following events:

1. When the Developer executes and records an instrument forfeiting its Class B Membership; or
- 2.. When 75% of the lots/Units are deeded to homeowners.
3. December 31, 2010.

5. Section 8.5 (b)(2) of the Declaration of Covenants, Conditions and Restrictions is hereby deleted and restated as follows:

(2) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that during any period in which Developer owns a Lot primarily for the purpose of sale or has the option under this Declaration to add the Additional Property or any portion thereof to the Subdivision, such amendment must be approved by Developer.

6. Section 2.2 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to include the following provision:

The annexation of the Additional Property, mergers, and consolidations are subject to prior approval by the U. S. Department of Housing and Urban Development and/or the United States Veterans Administration so long as the Developer maintains its Class B Membership.

7. Section 4.2 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to include the following provision:

The Common Areas may not be mortgaged, encumbered or conveyed without the consent of at least two-thirds (2/3) of the Lot/Unit Owners and is subject to prior approval by the U. S. Department of Housing and Urban Development and/or the United States Veterans Administration so long as the Developer maintains its Class B Membership.

8. Article 9(c) of the By-Laws of White Gables Homeowners Association, Inc., is hereby deleted and restated as follows:

(c) In order for such amendment or amendments to become effective, the same must be approved by a vote of the members holding at least two-thirds (2/3) of the total votes at a meeting at which a quorum is present. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or Secretary of the Association, and a copy thereof shall be recorded in the Register of Mesne Conveyances of Dorchester County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.

9. Article 9(e) of the By-Laws of White Gables Homeowners Association, Inc. is hereby deleted and restated as follows:

(e) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, nor may any amendment be adopted or become effective without the prior written consent of the Developer and the U. S. Department of Housing and Urban Development and/or the United States Veterans Administration so long as the Developer maintains its Class B voting privileges.

10. Section 7.4 of the Declaration of Covenants, Conditions and Restrictions is amended as follows:

Section 7.4. Fences. No Fences whatsoever shall be erected or allowed to remain in the Subdivision except approved privacy patio fences in rear yards only not exceeding five (5') feet in height, front yard fences not exceeding thirty-six (36") inches in height and those fences erected by the Developer in Common Areas. All fences shall be set back from Lot lines at such distance as the Developer or Architectural Review Board in its sole discretion may require. Approved privacy fences in rear yards shall be set back at least forty (40') feet from the front property line. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Developer or the Architectural Review Board, which shall have sole and uncontrolled aesthetic discretion in matters regarding style and materials. Front yard fences shall be painted white only

and shall consist of pre-finished white vinyl or composite material only. Back yard privacy fences may be made of wood, but shall be painted white only. No fences shall be permitted which obstruct the view of any stream or other body of water when viewed from inside any adjacent Lot. Any fence approved by the Developer or Architectural Review Board shall be fully constructed within thirty (30) days from the commencement of construction.

11. It is hereby agreed that the aforesaid Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision dated November 9, 2000, as amended, shall be and the same is hereby ratified, confirmed and every provision thereof except as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitute a First Amendment to the aforesaid Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision with regard to the matters and things set forth herein.

12. This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS THEREOF, the undersigned has executed this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision this 21 day of November, 2001.

WITNESSES:

BAUCOM'S NURSERY COMPANY, INC.  
A NORTH CAROLINA CORPORATION

By: Gary C. Baucom  
Gary C. Baucom, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLINBURG.

## ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of Nov., 2001, by Baucom's Nursery Company, Inc., a North Carolina Corporation, by Gary C. Baucom, President.

SWORN to before me this 21 day of November, 2001.

Notary Public

My Commission Expires: 7-13-04

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 30th  
Day of Nov. 2007  
at 4:35 a M and recorded  
in book 2904 page 290  
LINDA T MESSERVY  
REGISTER OF MESSE CONVEYANCES

## EXHIBIT "A"

ALL that piece, parcel or strip of land situate, lying and being in the County of Dorchester, State of South Carolina, measuring and containing 0.62 acres and designated as AREA "2" on a plat by Berenyi Incorporated, entitled "PLAT SHOWING A PROPERTY LINE ADJUSTMENT BETWEEN LANDS OF PARCEL HERSHEY & TRACT B SHOWING AREA "1" (0.01 AC) OWNED BY BAUCOM'S NURSERY COMPANY A NORTH CAROLINA CORPORATION BEING CONVEYED TO HERSHEY PARK MOBILE HOME COMMUNITY FOR A TOTAL ACREAGE OF 14.84 AC & A PROPERTY LINE ADJUSTMENT BETWEEN LANDS OF TRACT E & TRACT B SHOWING AREA "2" (0.62 AC) OWNED BY TUPPER'S JOINT PROPERTIES, LLC. BEING CONVEYED TO BAUCOM'S NURSERY COMPANY A NORTH CAROLINA CORPORATION FOR A TOTAL ACREAGE OF 101.92 AC", said Plat being dated March 26, 2001, and recorded in Plat Cabinet J at slide 190 in the Office of the RMC of Dorchester County, and being further described as follows:

From a point at the intersection of Central Avenue (S-18-13) and Orangeburg Road (S-18-22), proceed southward along the eastern right of way of Orangeburg Road to the southwest corner of the Hershey Park Mobile Home Community (TMS #136-00-00-175). Thence turn and follow the southern property lines to the far southeastern corner of the Hershey Park Mobile Home Community to a 5/8" rebar known as the point of beginning.

Thence turn and run N86°39'46"E for a distance of 50.47' to a 5/8" rebar; thence turn and run S06°44'52"E for a distance of 695.51' to a 5/8" rebar; thence turn and run N74°49'57"W for a distance of 30.63' to a 5/8" rebar; thence turn and run N08°34'44"W for a distance of 687.43' to the 5/8" rebar (point of beginning).

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 4th  
Day of Mar 2002  
at 8:40 a M and recorder  
in book 3005 page 92  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WHITE GABLES SUBDIVISION

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision is made this 14 day of August, 2003, by BAUCOM'S NURSERY COMPANY, INC. A North Carolina Corporation, with its principal place of business in the County of Mecklinburg, State of North Carolina, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions and Restrictions being dated November 9, 2000, and recorded in the Office of the RMC for Dorchester County in Deed Book 2546 at Page 272, and amended by First Amendment dated November 21, 2001, and recorded on November 30, 2001, in Book 2904 at Page 290 and thereafter re-recorded on March 4, 2002, in Book 3005 at Page 92; and

WHEREAS, Declarant desires by this Second Amendment to further amend and supplement the Declaration of Covenants, Conditions and Restrictions as provided in Section 8.5(a) therein, and to further amend the By-Laws of the White Gables Homeowners Association, Inc., as provided in Section 9(f) therein;

NOW, THEREFORE, for and in consideration of the premises recited above, BAUCOM'S NURSERY COMPANY, INC., hereby covenants and agrees as follows:

1. Section 7.35. Traffic Regulations. Section 7.35 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to include the following provisions:

No vehicle may be parked in, along or upon the alleys in White Gables. An alley is defined as any right of way measuring twenty (20) feet or less in width, or any rights of way which are specifically identified by the word "Alley". ANY VEHICLES LEFT PARKED OR UNATTENDED IN ANY ALLEY IN WHITE GABLES WILL BE REMOVED OR TOWED AT THE OWNER'S EXPENSE.

The parking spaces located along the streets of White Gables are reserved for guests and visitors. A street is defined as any right of way measuring more than twenty (20) feet in width, or any rights of way which are specifically identified by the words "Street", "Avenue" or "Drive". ANY PROPERTY OWNER'S VEHICLE LEFT PARKED OR UNATTENDED ALONG THE STREETS OF WHITE GABLES WILL BE REMOVED OR TOWED AT THE OWNER'S EXPENSE.

The White Gables Homeowners Association shall have full authority to enforce the parking regulations set forth herein, including, but not limited to, the power to impose

JOHN E. ROMANOSKY, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 603  
CHARLESTON, SOUTH CAROLINA 29402

FILED-RECORDED  
RMC / ROD  
2003 AUG 15 AM 10:54  
LINDA T. MESSERVY  
DORCHESTER COUNTY, SC

reasonable monetary fines as more fully set forth in the By-Laws. Upon dedication and conveyance of the streets, roads, alleys and rights of way by the Declarant to the City of Summerville, the foregoing traffic regulations shall become fully enforceable by the appropriate public authorities.

2. Section 7.24. Antennas. Section 7.24 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to include the following:

Satellite dishes measuring one meter or less in diameter may be allowed within the Subdivision, subject, however, to prior application by an Owner and regulation by the Developer, the White Gables Homeowners Association and/or the White Gables Architectural Review Board. Regulation of satellite dishes shall extend to matters of height, safety, location, appearance, screening and painting. The Declarant reserves for itself, the Association and the Architectural Review Board an easement and right of entry upon any Lot or Multi-Family Area for the purpose of regulation and identification of the best location for acceptable reception in advance of an application or immediately upon receipt of an application.

3. Section 3.5. Initial Assessments. Section 3.5 of the Declaration of Covenants, Conditions and Restrictions is hereby amended and restated as follows:

Section 3.5. Initial Assessment. At the time of the first sale of each Lot from the Developer or Sub-Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an initial working capital assessment in the amount of \$150.00 to establish and maintain a working capital fund for the use and benefit of the Association. The Association shall have, however, in its sole discretion, the right to waive the Initial Assessment for certain lot sales or transfers to builders. The purpose of such working capital fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire equipment or service deemed necessary by the Association. Such initial assessments shall not be considered as advance payment of regular assessments.

4. 12.6 Initial Assessment. Section 12.6 of the By-Laws of the White Gables Homeowners Association, Inc., is hereby amended and restated as follows:

12.6. Initial Assessment. At the time of the first sale of each Lot from the Developer or Sub-Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an initial working capital assessment in the amount of \$150.00 to establish and maintain a working capital fund for the use and benefit of the Association. The Association shall have, however, in its sole discretion, the right to waive the Initial Assessment for certain lot sales or transfers to builders. The purpose of such working capital fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire equipment or service deemed necessary by the Association. Such initial assessments shall not be considered as advance payment of regular assessments.

## NEW ARTICLE IX

## Benefitted Lots

Section 9.1. Benefitted Lots. Pursuant to Section 8.5(a) of the Declaration of Covenants, Conditions and Restrictions for White Gables Subdivision, the Developer hereby establishes certain Benefitted Lots at White Gables, which consist of certain Lots in the Subdivision that will be served and benefitted by common lawn maintenance. Such lawn maintenance shall be the responsibility of the White Gables Homeowners Association. Each Owner of a Benefitted Lot shall be assessed a yearly lawn maintenance fee payable in the month of July each year, which shall be in addition to the regular yearly assessment for Lots in White Gables Subdivision.

As of the date of this Second Amendment, the Benefitted Lots in White Gables Subdivision are more fully described and listed as follows, to-wit:

All those certain lots, pieces or parcels of land, situate, lying and being in White Gables Subdivision in the Town of Summerville, County of Dorchester, State of South Carolina, known and designated as Lots SD-1, SD-2, SD-3, SD-4, SD-5, SD-6, SD-7, SD-8, SD-9, SD-10, SD-11, SD-12, SD-13, SD-14, SD-15, SD-16, SD-17 and SD-18, as will more fully appear by reference to plat entitled: "Final Plat of White Gables, Phase I, Block D, Property Owned by Baucom's Nursery Company, Located at the End of Barberry Street and Amaryllis Avenue, in the Town of Summerville, Dorchester County, South Carolina" prepared by Berenyi Incorporated dated November 20, 2002, and recorded in Plat Cabinet K at Slide 48 in the RMC office for Dorchester County.

## ALSO:

All those certain lots, pieces or parcels of land, situate, lying and being in White Gables Subdivision in the Town of Summerville, County of Dorchester, State of South Carolina, known and designated as Lots 2A-1, 2A-2, 2A-3, 2A-4, 2A-5, 2A-6, 2A-7, 2A-8, 2A-9, 2A-10, 2A-11, 2A-12, 2A-13 and 2A-14 as will more fully appear by reference to plat entitled: "Property Line Adjustment Plat Showing the Property Line Abandonment of the Existing Lots in White Gables Phase II, Block A, Section 1 and Establishing the New Property Lines Shown Here On, to Generate Lots 2A-1 Through 2A-14 and HOA 1, and Retaining the Title of White Gables Phase II, Block A, Section 1, Property Owned by Baucom's Nursery Company, Located at the End of Hawthorne Avenue, in the Town of Summerville, Dorchester County, South Carolina" prepared by Berenyi Incorporated dated June 27, 2002 and recorded in Plat Cabinet K at Slide 33 in the RMC office for Dorchester County.

The Declarant reserves the right to create and establish additional Benefitted Lots within White Gables by an instrument in writing filed and recorded in the RMC office for Dorchester County, South Carolina.

## NEW ARTICLE X

## Transfer Fee

Section 10.1. Authority to Collect Transfer Fee. Except as otherwise provided in this Article, upon the sale and transfer of title to any Lot in White Gables, the transferring Owner shall pay to the White Gables Homeowners Association, a South Carolina nonprofit corporation, a transfer fee in the amount of one tenth of one percent (.1%) of the total cost to the purchaser of the Lot and any improvements on the Lot, as such cost is shown by the amount of tax imposed by Charleston County, South Carolina, on the transfer of title, but excluding taxes and stamps or other fees charged by Charleston County, South Carolina, on such transfer. Such transfer fee shall be the personal obligation of the transferring Owner and, in addition, the White Gables Homeowners Association shall have a lien against the Lot to secure payment of such transfer fee. Such lien shall be prior and superior to all other liens except (a) the Association's lien for assessments under Section 6.1 and (b) such liens as have priority over the Association's lien under that Section. Such lien may be enforced by the White Gables Homeowners Association by suit, judgment and foreclosure in the same manner as the Association's lien for assessments under Section 6.1.

Section 10.2. Purpose of Transfer Fee. All transfer fees collected pursuant to this Article shall be used for such purposes as the Association of the White Gables Homeowners Association deems beneficial to the general good and welfare of White Gables.

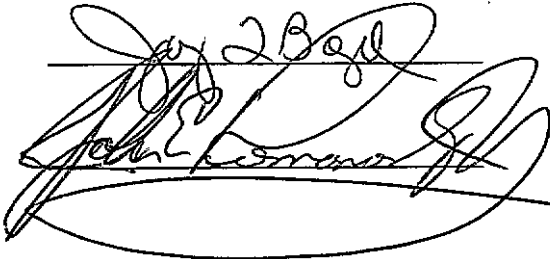
Section 10.3. Exempt Transfers. No transfer fee shall be levied upon transfer of title to a Lot:


- (a) by or to the Developer;
- (b) by a builder who held title to the Lot solely for purposes of development and resale;
- (c) by the Owner of a Lot to any person who was also a Owner of such Lot immediately prior to such transfer;
- (d) to the Owner's estate, surviving spouse or child upon the death of the Owner;
- (e) to an entity wholly owned by the grantor; provided, upon any subsequent sale and transfer of an ownership interest in such entity, the transfer fee shall become due; and
- (f) to an institutional lender pursuant to a mortgage, foreclosure of a mortgage, or in lieu of foreclosure of a mortgage held by the institutional lender.

IN WITNESS THEREOF, the undersigned has executed this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision this 14 day of August, 2003.

WITNESSES:

BAUCOM'S NURSERY COMPANY, INC.  
A NORTH CAROLINA CORPORATION



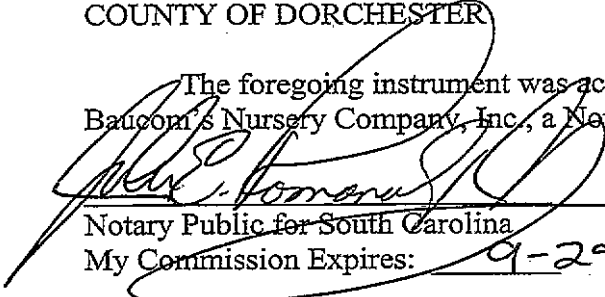
By:   
Gary C. Baucom, President

STATE OF SOUTH CAROLINA )

COUNTY OF DORCHESTER )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14 day of August, 2003, by Baucom's Nursery Company, Inc., a North Carolina Corporation, by Gary C. Baucom, President.

  
Notary Public for South Carolina

My Commission Expires: 9-29-07

FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, White Gables Homeowners Association, Inc., hereby agrees to and does on behalf of itself and all its present and future Co-Owners, accept all the benefits and all the duties, responsibilities obligations and burdens imposed upon it and them by the provisions of this Second Amendment to the Declaration of Covenants, Conditions and Restrictions together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF, the above named White Gables Homeowners Association, Inc. has caused these presents to be signed in its name by its duly authorized agents, this 17<sup>th</sup> day of August, 2003.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

# ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that White Gables Homeowners Association, Inc., by E.D. Davis, its President, and attested by Michael Davis, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 17<sup>th</sup> day of August, 2003.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 9-29-07

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 15<sup>th</sup>  
Day of August 2003  
at 10:54 a.m. M and recorded  
in book 3739 page 143  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

2005 JUL 27 PM 2:24

102  
STATE OF SOUTH CAROLINA )  
DORCHESTER COUNTY )  
COUNTY OF DORCHESTER )  
THIRD AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR WHITE GABLES SUBDIVISION

This Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision is made this 22 day of July, 2005, by BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company, with its principal place of business at 10020 John Russell Road, Charlotte, North Carolina, 28256, (hereinafter referred to as "Declarant").

## WITNESSETH:

WHEREAS, Baucom's Nursery Company has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions and Restrictions being dated November 9, 2000, and recorded in the Office of the RMC for Dorchester County in Deed Book 2546 at Page 272; a First Amendment thereto dated November 21, 2001, and recorded on November 30, 2001, in Book 2904 at page 290, re-recorded on March 4, 2002, in Book 3005 at page 92; and a Second Amendment thereto dated August 14, 2003, and recorded on August 15, 2003, in Book 3739 at page 143; and

WHEREAS, Baucom's Development Partners, LLC, has acquired additional properties which will become a part of White Gables Subdivision, and by this Amendment desires to add and subject to said Declaration and Amendments thereto, pursuant to Sections 2.2 and 4.8 of said Declaration, the property described in Exhibit "A", attached hereto, which shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in said Declaration and Amendments which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof; and

NOW, THEREFORE, for and in consideration of the premises recited above, BAUCOM'S DEVELOPMENT PARTNERS, LLC, hereby covenants and agrees as follows:

1. The property described in Exhibit "A" which is attached hereto and incorporated by reference herein shall become and hereby is declared to be property subject to the Declaration of Covenants, Conditions, and Restrictions for White Gables Subdivision dated November 9, 2000, and recorded in the Office of the RMC Office for Dorchester County in Book 2546 at Page 272, and all amendments thereto.

Return to John Kamasosky Jr  
52 Broad St.  
Charleston SC 29402



## EXHIBIT "A"

All that piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 8.321 acres as will appear by reference to that certain plat by Smythe Cy Goforth of Berenyi Incorporated, entitled "Property Line Abandonment Plat Showing the Combination of Tract 'C', A 91.638 Acre Tract of Land, and TMS #136-00-00-146, A 8.321 Acre Tract of Land to Form TA 99.959 Acre Tract of Land and Retaining the Designation of Tract 'C' Being Owned by Baucoms Development Partners LLC, Located in Dorchester County, South Carolina.", said plat being dated June 3, 2004, and recorded on June 10, 2004, Plat Cabinet K at Slide 104, RMC Office for Dorchester County, South Carolina.

Being the same property conveyed to Baucom's Development Partners, LLC, by deed of Jane H. Tupper dated July 9, 2004, and recorded in Book 4230 at page 114 in the RMC office for Dorchester County.

TMS #136-00-00-146

## ALSO:

All that piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 91.638 acres as will appear by reference to that certain plat by Smythe Cy Goforth of Berenyi Incorporated, entitled "Property Line Abandonment Plat Showing the Combination of Tract 'C', A 91.638 Acre Tract of Land, and TMS #136-00-00-146, A 8.321 Acre Tract of Land to Form TA 99.959 Acre Tract of Land and Retaining the Designation of Tract 'C' Being Owned by Baucoms Development Partners LLC, Located in Dorchester County, South Carolina.", said plat being dated June 3, 2004, and recorded on June 10, 2004, Plat Cabinet K at Slide 104, RMC Office for Dorchester County, South Carolina.

Being the same property conveyed to Baucom's Development Partners, LLC, by deed of Tupper's Joint Properties, LLC, dated July 9, 2004, and recorded in Book 4230 at page 008 in the RMC office for Dorchester County.

TMS #136-00-00-248

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 27th  
Day of June 2005  
at 02:24 PM and recorded  
in book 4831 page 119  
MARGARET L. BAILEY  
REGISTER OF DEEDS

FILED-RECORDED  
RMC / ROD

2006 JUL 19 PM 12:52

MARGARET L. BAILEY  
DORCHESTER COUNTY, SC

11-2  
Prepared by and return to:  
Jeanne A. Pearson, Esquire  
Johnston Allison & Hord, P.A.  
610 East Morehead Street  
Charlotte, North Carolina 28202

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WHITE GABLES

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Fourth Amendment") is made this 14<sup>th</sup> day of July, 2006 by BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Developer has heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry") as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry, by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; and by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book

4831, Page 119 in the Registry (the "Third Amendment"; collectively with the Original Declaration, the First Amendment and the Second Amendment, the "Declaration");

WHEREAS, Developer desires to amend the Declaration to clarify the rights, obligations, benefits and burdens of the Owners, the Association and the Developer in connection with those certain easements labeled "Landscape Easement" shown on a Subdivision Plat recorded in Plat Cabinet K, Page 68 (the "Property Line Adjustment Plat"); and

WHEREAS, pursuant to Section 8.5 of the Declaration, the Developer has the right to amend the Declaration in any particular without the approval of any Owners or mortgagees;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Declarant does hereby amend the Declaration and document the assignment of the Developer rights as follows:

1. Definitions. Article I of the Declaration is hereby amended to add the following as new sections:

"Section 1.29. Landscape Easement or Landscape Easements. The easements reserved by Declarant and granted to certain Owners as Limited Common Areas in Section 4.19 of this Declaration over, under and across those certain Lots designated as TS-1, TS-2, TS-3, TS-4, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10, TS-12, TS-13, TS-14, TS-15, TS-16, TS-17, TS-18, TS-19, TS-20 and TS-21 on the Property Line Adjustment Plat (each a "Town Square Lot" and collectively, the "Town Square Lots"), for the installation, maintenance, and repair of landscaping and/or landscaping amenities (including but not limited to irrigation systems) and fencing (subject to Section 7.4 of the Declaration) located within any areas (each a "Landscape Easement Area" and collectively, "Landscape Easement Areas") designated as Landscape Easement on the Property Line Adjustment Plat. Town Square Lots TS-1, TS-2, TS-3, TS-4, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10 shall be referred to herein collectively as "Town Square Lots-East" and individually as a "Town Square Lot-East." Town Square Lots TS-12, TS-13, TS-14, TS-15, TS-16, TS-17, TS-18, TS-19, TS-20 and TS-21 shall be referred to herein collectively as "Town Square Lots-West" and individually as a "Town Square Lot-West."

Section 1.30. Limited Common Area or Limited Common Areas. A portion of the Common Areas designated as being for the primary benefit of one or more, but less than all, Owners."

2. Article IV Easements and Property Rights in the Common Areas. Article IV of the Declaration is hereby amended to add the following as new sections:

"Section 4.19 Landscape Easements. Subject to the Rules and Regulations, as may be adopted and amended from time to time, Declarant hereby reserves and grants to each Owner, their heirs,

successors and assigns, of a Town Square Lot-East a right and easement of use, access, and enjoyment in and to that certain Landscape Easement located on the Lot (each an "Easement Lot/East"; collectively "Easement Lots/East"), the servient lot, immediately to the south of each such Town Square Lot-East, and reserves and grants to each Owner, their successors and assigns, of a Town Square Lot-West a right and easement of use, access, and enjoyment in and to the certain Landscape Easement located on the Lot (each an "Easement Lot/West"; collectively "Easement Lots/West"; the Easement Lots/East and Easement Lots/West are sometimes collectively referred to herein as "Easement Lots" and individually as a "Easement Lot"), the servient lot, immediately to the north of each Town Square Lot-West.

The Landscape Easements shall be non-exclusive, perpetual easements for the installation, maintenance, and repair of landscaping located in the Landscape Easement Areas. Each Landscape Easement shall run with title to and in favor of the applicable dominant Town Square Lot and run with title to and burden the applicable servient Easement Lot. The Landscape Easement Areas may contain landscaping and/or landscaping amenities, including irrigation systems, and fencing (subject to Section 7.4 of the Declaration) but specifically may not contain (i) any invasive or destructive vegetation such as ivy or other vegetation which may be damaging to the house or garage located on the Easement Lot (individually, an "Easement Lot Structure"; collectively, the "Easement Lot Structures"), or (ii) any vegetation which covers or blocks windows or doors on the Easement Lot Structures. Further, any irrigation systems or other watering within the Landscape Easements shall be directed away from all Easement Lot Structures and shall be limited so that it does not cause mold, wood rot or other structural problems to the Easement Lot Structures. Any vegetation and/or irrigation systems located within a Landscape Easement Area shall be the property of the Owner of the applicable Town Square Lot-East or Town Square Lot-West holding easement rights in and to the Landscape Easement applicable to each such Landscape Easement Area. Subject to Section 7.4 of the Declaration, fencing may be installed along the setback line of the side yard of each Easement Lot within the Landscape Easement Area of each such Easement Lot (with regard to Landscape Easements appurtenant to Town Square Lots-East such fencing would be along the southern boundary of the Landscape Easement Area located on the applicable Easement Lot/East, and with regard to Landscape Easements appurtenant to Town Square Lots-West such fencing would be along the northern boundary of the Landscape Easement Area located on the applicable Easement Lot/West. Ownership of fencing installed with Landscape Easement Areas and maintenance of such fencing shall be as set forth in Section 4.10 of this Declaration.

Declarant hereby reserves for the Owner of each Easement Lot the right to enter the Landscape Easement which encumbers such Owner's Lot for the purpose of performing maintenance on such Owner's Easement Lot Structure; provided, however, such maintenance shall be done such that damage to vegetation within the Landscape Easement is minimized to the extent reasonably possible. Further, such Owner shall repair or replace any vegetation damaged as a result of performing maintenance on the Easement Lot Structure. No Owner of a Easement Lot may place a fence within the Landscape Easement located on such Owner's Lot.

The Owner of a Town Square Lot shall use reasonable efforts to cause any construction, maintenance and repair work within the Landscape Easement granted to such Owner herein to be performed in such a manner so as not to unreasonably interfere with, and so as to minimize disruptions of, the use, occupancy or enjoyment of or business conducted on the applicable Easement Lot.

The Owner of a Town Square Lot shall not permit or cause any construction, mechanics, laborers', materialmen's or other similar liens to attach to the Lot of another owner in connection with its exercise of the rights granted in this Section 4.19. *If, despite the foregoing, an Owner permits or causes any such liens to attach, such Owner shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over within fifteen (15) business days following notice thereof.*

The Owner of each Town Square Lot shall indemnify, defend and hold harmless the other Owners from and against all claims, and all costs, expenses, liabilities and reasonable attorneys' fees incurred in connection with any claims (including any action or proceeding brought thereon), arising from or as a result of any accident, injury, loss or damage whatsoever caused to a natural person, or to the property of any other alleged to have occurred in connection with the exercise of rights granted under this Section 4.19."

3. Terms not defined in this Fourth Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed as of the day and year first above written.

*Ellen Palmer*  
Witness #1

BAUCOM'S NURSERY COMPANY, INC., a North Carolina corporation

*John H. Winters*  
Witness #2

By: *Gary C. Baucom*  
Name: GARY C. BAUCOM  
Title: Pres.

STATE OF NC  
COUNTY OF Henderson

I, REBECCA A. KEZIOH, a Notary Public of the County and State aforesaid, certify that GARY C. BAUCOM, personally came before me this day and acknowledged that s/he is \_\_\_\_\_ President of BAUCOM'S NURSERY COMPANY, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its President on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 14 day of July, 2006.

*Rebecca A. Kezioh*  
Notary Public  
Print Name: REBECCA A. KEZIOH

My commission expires: 06/01/09

(NOTARIAL SEAL)

FILED-RECORDED  
RMC / ROD

2006 DEC 20 PM 1:51

MARGARET L. BAILEY  
DORCHESTER COUNTY, SC

1100  
Ret: Prepared by and return to:  
Jeanne A. Pearson, Esquire  
Johnston Allison & Hord, P.A.  
610 East Morehead Street  
Charlotte, North Carolina 28202

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WHITE GABLES

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Fifth Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2006 by BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Developer has heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry") as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry, by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); and by that certain Fourth

Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"; collectively with the Original Declaration, the First Amendment, the Second Amendment, and the Third Amendment, the "Declaration");

WHEREAS, pursuant to paragraph 8.5(a) of the Declaration, Developer is recording this Fifth Amendment to correct typographical errors contained in the Fourth Amendment;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Declarant does hereby amend the Declaration as follows:

1. Paragraphs 1 and 2 of the Fourth Amendment are hereby deleted and replaced with the following:

"1. Definitions. Article I of the Declaration is hereby amended to add the following as new sections:

"Section 1.29. Landscape Easement or Landscape Easements. The easements reserved by Declarant and granted to Owners of those certain Lots designated as TS-1, TS-2, TS-3, TS-4, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10, TS-13, TS-14, TS-15, TS-16, TS-17, TS-18, TS-19, TS-20, TS-21, and TS-22 on the Property Line Adjustment Plat (each a "Dominant Lot"; collectively, the "Dominant Lots") as Limited Common Areas in Section 4.19 of this Declaration over, under and across those certain Lots designated as TS-2, TS-3, TS-4, TS-5, TS-6, TS-7, TS-8, TS-9, TS-10, TS-11, TS-12, TS-13, TS-14, TS-15, TS-16, TS-17, TS-18, TS-19, TS-20 and TS-21 on the Property Line Adjustment Plat (each a "Servient Lot" and collectively, the "Servient Lots"), for the installation, maintenance, and repair of landscaping and/or landscaping amenities (including but not limited to irrigation systems) and fencing (subject to Section 7.4 of the Declaration) located within any areas (each a "Landscape Easement Area" and collectively, "Landscape Easement Areas") designated as Landscape Easement on the Property Line Adjustment Plat.

Section 1.30. Limited Common Area or Limited Common Areas. A portion of the Common Areas designated as being for the primary benefit of one or more, but less than all, Owners."

2. Article IV Easements and Property Rights in the Common Areas. Article IV of the Declaration is hereby amended to add the following as new sections:

"Section 4.19 Landscape Easements. Subject to the Rules and Regulations, as may be adopted and amended from time to time, Declarant hereby reserves and grants to each Owner, their heirs, successors and assigns, of a Dominant Lot located on the eastern side of the Town Square a right and easement of use, access, and enjoyment in and to that certain Landscape Easement located on the Servient Lot

immediately to the south of each such Dominant Lot, and reserves and grants to each Owner, their successors and assigns, of a Dominant Lot located on the western side of the Town Square a right and easement of use, access, and enjoyment in and to the certain Landscape Easement located on the Servient Lot to the north of each such Dominant Lot.

The Landscape Easements shall be non-exclusive, perpetual easements for the installation, maintenance, and repair of landscaping located in the Landscape Easement Areas. Each Landscape Easement shall run with title to and in favor of the applicable Dominant Lot and run with title to and burden the applicable Servient Lot. The Landscape Easement Areas may contain landscaping and/or landscaping amenities, including irrigation systems, and fencing (subject to Section 7.4 of the Declaration) but specifically may not contain (i) any invasive or destructive vegetation such as ivy or other vegetation which may be damaging to the house or garage located on the Servient Lot (individually, a "Servient Lot Structure"; collectively, the "Servient Lot Structures"), or (ii) any vegetation which covers or blocks windows or doors on the Servient Lot Structures. Further, any irrigation systems or other watering within the Landscape Easements shall be directed away from all Servient Lot Structures and shall be limited so that it does not cause mold, wood rot or other structural problems to the Servient Lot Structures. Any vegetation and/or irrigation systems located within a Landscape Easement Area shall be the property of the Owner of the applicable Dominant Lot holding easement rights in and to the Landscape Easement applicable to each such Landscape Easement Area. Subject to Section 7.4 of the Declaration, fencing may be installed along the setback line of the side yard of each Servient Lot within the Landscape Easement Area of each such Servient Lot (with regard to Landscape Easements appurtenant to Dominant Lots to the east of the Town Square such fencing would be along the southern boundary of the applicable Landscape Easement Area, and with regard to Landscape Easements appurtenant to Dominant Lots to the west of the Town Square such fencing would be along the northern boundary of the applicable Landscape Easement Area). Ownership of fencing installed with Landscape Easement Areas and maintenance of such fencing shall be as set forth in Section 4.10 of this Declaration.

Declarant hereby reserves for the Owner of each Servient Lot the right to enter the Landscape Easement which encumbers such Owner's Lot for the purpose of performing maintenance on such Owner's Servient Lot Structure; provided, however, such maintenance shall be done such that damage to vegetation within the Landscape Easement is minimized to the extent reasonably possible. Further, such Owner shall repair or replace any vegetation damaged as a result of performing maintenance on the Servient Lot Structure. No Owner of a Servient Lot may place a fence within the Landscape Easement located on such Owner's Lot.

The Owner of a Dominant Lot shall use reasonable efforts to cause any construction, maintenance and repair work within the Landscape Easement granted to such Owner herein to be performed in such a manner so as not to unreasonably interfere with, and so as to minimize disruptions of, the use, occupancy or enjoyment of or business conducted on the applicable Servient Lot.

The Owner of a Dominant Lot shall not permit or cause any construction, mechanics, laborers', materialmen's or other similar liens to attach to the Lot of another owner in connection with its exercise of the rights granted in this Section 4.19. If, despite the foregoing, an Owner permits or causes any such liens to attach, such Owner shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over within fifteen (15) business days following notice thereof.

The Owner of each Dominant Lot shall indemnify, defend and hold harmless the other Owners from and against all claims, and all costs, expenses, liabilities and reasonable attorneys' fees incurred in connection with any claims (including any action or proceeding brought thereon), arising from or as a result of any accident, injury, loss or damage whatsoever caused to a natural person, or to the property of any other alleged to have occurred in connection with the exercise of rights granted under this Section 4.19."

2. Terms not defined in this Fifth Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed as of the day and year first above written.

BAUCOM DEVELOPMENT PARTNERS, L.L.C., a  
North Carolina limited liability company

[Signature]  
Witness #1

[Signature]  
Witness #2

By: [Signature]  
Name: GARY C. BAUCOM  
Title: Mgr.

STATE OF North Carolina  
COUNTY OF Hicklenburg

I, REBECCA A. KEZIAH, a Notary Public of the County and State aforesaid, certify that GARY C. BAUCOM, of BAUCOM DEVELOPMENT PARTNERS, LLC., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

WITNESS my hand and official stamp or seal, this 21 day of November, 2006.

[Signature]  
Notary Public  
Print Name: REBECCA A. KEZIAH

My commission expires: 06/01/09

(NOTARIAL SEAL)

Prepared by and return to:  
 Jeanne A. Pearson, Esquire  
 Johnston Allison & Hord, P.A.  
 1065 East Morehead Street  
 Charlotte, North Carolina 28204

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

FILED/RECORDED  
 October 29, 2009  
 DORCHESTER COUNTY  
 REGISTER OF DEEDS

SIXTH AMENDMENT  
 TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 WHITE GABLES

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Sixth Amendment") is effective as of October 23, 2009 and executed the 22nd day of October, 2009 by BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Developer has heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry") as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and

Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"); and by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded December 20, 2006 in Book 5759 at Page 263 in the Registry (the "Fifth Amendment"; the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment are collectively referred to herein as the "Declaration");

WHEREAS, Developer desires to amend the Declaration and Bylaws as set forth herein; and

WHEREAS, pursuant to Section 8.5 of the Declaration and paragraph 9(f) of the Bylaws which are attached to the Declaration as Exhibit "C", the Developer has the right to amend the Declaration and Bylaws without the approval of any Owners or mortgagees.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration and Bylaws, Developer does hereby amend the Declaration and Bylaws as follows:

1. Section 9.1 Benefitted Lots and Special Service Areas:

Section 9.1 of the Declaration is hereby amended to allow the Owners of certain Lots the option of electing for their Lots to become Benefitted Lots and create a process for providing additional benefits and services to Lots by adding the following paragraphs prior to the last sentence of Section 9.1:

"AND ALSO:

All those certain lots, pieces or parcels of land, situate, lying and being in White Gables Subdivision in the Town of Summerville, County of Dorchester, State of South Carolina, known and designated as Lots 2A-15, 2A-16, 2A-17, 2A-18, 2A-19, 2A-20, 2A-21, 2A-22, 2A-23, 2A-24, 2A-25, 2A-26, 2A-27, and 2A-28 as shown and more fully described on that certain plat entitled "Final Plat Showing Phase 2, Block A, Section 2, in White Gables Subdivision Property Owned by Baucom's Nursery Company, Located at the End of Hawthorne Ave, in the Town of Summerville, Dorchester County, South Carolina", prepared by Berenyi Incorporated dated November 11, 2003, recorded November 13, 2003 in Plat Cabinet K at Slide 82 in the RMC office for Dorchester County, South Carolina, reference to which is made for a more particular description, (the foregoing Lots individually being referred to as a "Phase 2A Lot" and collectively, the "Phase 2A Lots").

AND

All those certain lots, pieces or parcels of land, situate, lying and being in White Gables Subdivision in the Town of Summerville, County of Dorchester, State of South Carolina known and designated as Lots SD-68 through SD-139 as shown and more fully described on that certain plat entitled "White Gables - Phase 5B, Final Plat", prepared by Tim Elmer RLS, LLC dated March 21, 2007, revised April 25, 2007 recorded June 27, 2007 in Plat Cabinet L at Slide 71 in the RMC office for Dorchester County, South Carolina, reference to which is made for a more particular description, (the foregoing Lots individually being referred to as a "Phase 5B Lot" and collectively, the "Phase 5B Lots").

Notwithstanding the foregoing, a Phase 2A Lot and a Phase 5B Lot shall not become a Benefitted Lot unless and until the current Owner of such Lot elects to include such Lot as a Benefitted Lot by providing the Board written notice signed by such Owner of such Owner's election and payment of the applicable assessments related thereto. Further, after a Phase 2A Lot or Phase 5B Lot becomes a Benefitted Lot, the Owner of such Lot may thereafter elect to withdraw such Lot as a Benefitted Lot and no longer receive the special benefits or services provided to the Benefitted Lots by providing the Board written notice of such election to withdraw which election shall go into effect on the first day of the month following the Board's receipt of such notice.

The Developer, by Supplemental Declaration, may create Service Areas (the definition of which is any area within the Subdivision designated by Developer which receives other benefits or services from the Association which are not provided to all Lots within the Subdivision; a Service Area may be comprised of more than one land use or housing type and may include noncontiguous parcels of property; a Lot may be part of more than one Service Area) within the Subdivision as it deems appropriate, and which will require the Association to provide benefits or services to such Lots in addition to those which the Association provides generally to all Lots. Developer may create different Service Areas such that a group of Lots may be provided different services than another group of Lots; provided, however, all Lots in a Service Area which are similarly situated shall be treated the same. The cost of providing such benefits or services shall be assessed against the Lots within the Service Area receiving such benefits or services. Benefitted Lots are located within a lawn maintenance Service Area.

Further, any group of Owners of Lots within a Service Area may petition the Board to no longer provide special benefits or services or a higher level of service to the Lots within such Service Area. Upon receipt of such petition signed by a majority of the Lots within the Service Area, the Board shall notify the Owners of Lots in the Service Area of the petition to withhold or withdraw services. Upon written approval of at least 75% of the Owners of the Lots in the Service Area subject to the petition, the Association shall no longer provide the additional the benefits or services to such Lots and such Lots shall not be assessed the Service Area assessment for the cost of such additional benefits or services which were withdrawn.

In addition to other authorized assessments, the Association shall have the power to levy an assessment against Lots in a Service Area to cover the costs, including overhead and administrative costs, of providing the additional benefits or services to the Lots in a Service Area. Such Service Area assessments shall be a charge on the Lots in the applicable Service Area and shall be a continuing lien upon such Lots, enforceable in accordance with the provisions of Article VI of the Declaration."

2. Committees: The Bylaws which are attached to the Declaration as Exhibit "C" are hereby amended by adding the following as a new paragraph 16:

**"16. Committees**

16.1 General. The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate. Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

16.2 Compensation. The Association shall not compensate members of any of the committee members for acting as such. The Association may reimburse any committee member for expenses incurred on the Association's behalf if approved by the Board. In addition, nothing herein shall prohibit the Association from compensating a committee member for services or supplies he or she furnishes to the Association in a capacity other than as a committee member pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated."

3. Terms not defined in this Sixth Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

BAUCOM'S DEVELOPMENT PARTNERS, LLC, a  
North Carolina limited liability company

[Signature]  
Witness #1

[Signature]  
Witness #2

By: [Signature]  
Name: GARY C BAUCOM  
Title: Mgr.

STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

I, Julie N. Johnson, a Notary Public of the County and State aforesaid, certify that GARY C. BAUCOM, personally came before me this day and acknowledged that s/he is —, President of BAUCOM'S NURSERY COMPANY, INC., a North Carolina corporation, manager of BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation acting as manager of the company, the foregoing instrument was signed in its name by him as its President on behalf of the corporation as manager of the company.

WITNESS my hand and official stamp or seal, this 22 day of October, 2009.

[Signature]  
Notary Public  
Print Name: Julie N. Johnson

My commission expires: March 21, 2012

(NOTARIAL SEAL)



Recording Date: 11/03/2009

Instrument: 84

Book: 7297 Page: 28-31

FILED-RECORDED  
RMC / ROD

2009 Nov 03 PM 12:36:13

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

10

Prepared by and return to:  
Jeanne A. Pearson, Esquire  
Johnston Allison & Hord, P.A.  
1065 East Morehead Street  
Charlotte, North Carolina 28204

FILED/RECORDED  
NOVEMBER 3, 2009  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

SEVENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WHITE GABLES

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Seventh Amendment") is effective as of October 23, 2009 and executed the 15<sup>th</sup> day of October, 2009 by **BAUCOM'S DEVELOPMENT PARTNERS, LLC**, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Developer has heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry") as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and

Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"); by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded December 20, 2006 in Book 5759 at Page 263 in the Registry (the "Fifth Amendment"); and by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 7289 at Page 349 in the Registry ("Sixth Amendment"; the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to herein as the "Declaration");

WHEREAS, pursuant to Section 8.5 of the Declaration, the Developer has the right to amend the Declaration without the approval of any Owners or mortgagees;

WHEREAS, Developer has not completed its development of the Subdivision;

WHEREAS, Developer currently owns property subject to the Declaration;

WHEREAS, Developer desires to extend the Class B membership period in order to allow Developer to complete its development of the Subdivision; and

WHEREAS, the orderly development of the Subdivision benefits not only the Developer but all Owners and mortgagees.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Developer declares and agrees as follows:

1. The Declaration is hereby revised as follows: All references in the Declaration to "December 31, 2010" (including but not limited to those references to "December 31, 2010" in Section 3.4 and Section 4.2) are hereby deleted and replaced with "December 31, 2013".

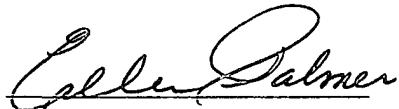
2. Terms not defined in this Seventh Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

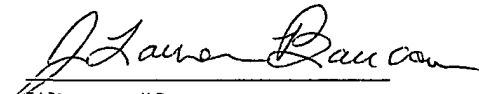
SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

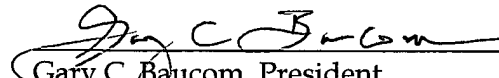
**BAUCOM'S DEVELOPMENT PARTNERS, LLC,**  
a North Carolina limited liability company

By: Baucom's Nursery Company, Inc., a North  
Carolina corporation, its member/manager

  
Witness #1

  
Witness #2

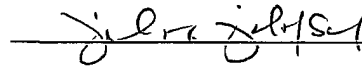
By:

  
Gary C. Baucom, President

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Julie N. Johnson, a Notary Public of the County and State aforesaid, certify that Gary C. Baucom, personally came before me this day and acknowledged that he is President of Baucom's Nursery Company, Inc., the sole member/manager of BAUCOM'S DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation acting as sole member/manager of the company, the foregoing instrument was signed in its name by him as its President on behalf of the corporation as member/manager of the company.

WITNESS my hand and official stamp or seal, this 15 day of October, 2009.

  
Notary Public  
Print Name: Julie N. Johnson

My commission expires: March 21, 2012

(NOTARIAL SEAL)



Recording Date: 07/05/2013

Instrument: 65

Book: 8897 Page: 209-212

FILED-RECORDED  
RMC / ROD

2013 Jul 05 AM 10:56:39

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

Prepared by and return to:  
 Stephen R. McCrae, Jr., Esq.  
 K&L Gates LLP  
 P.O. Box 11429  
 Rock Hill, SC 29731-1429

FILED/RECORDED  
 July 5, 2013  
 DORCHESTER COUNTY  
 REGISTER OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

EIGHTH AMENDMENT  
 TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 WHITE GABLES

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Eighth Amendment") is executed and effective as of June 17, 2013, by **REDUS SC COASTAL, LLC**, a Delaware limited liability company, successor in interest to Baucom's Development Partners, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Baucom's Development Partners, LLC, as prior Developer, heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"); by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded December 20, 2006 in Book 5759 at Page 263 in the Registry (the "Fifth Amendment"); by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 7289 at Page 349 in the Registry (the "Sixth Amendment"); and by that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded November 3, 2009 in Book 7297, Page 28 in the Registry (the "Seventh Amendment") (the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are collectively referred to herein as the "Declaration");

WHEREAS, by Assignment of Developer's Rights with an effective date of August 31, 2011, recorded September 1, 2011, in Book 7997, Page 15, in the Registry, Baucom's Development Partners, LLC transferred all of its Developer rights under the Declaration to REDUS SC Coastal, LLC, and by such instrument effective August 31, 2011, REDUS SC Coastal, LLC, has succeeded to all of the rights and privileges of Developer under the Declaration;

WHEREAS, pursuant to Section 8.5 of the Declaration, the Developer has the right to amend the Declaration without the approval of any Owners or mortgagees;

WHEREAS, Developer has not completed its development of the Subdivision;

WHEREAS, Developer currently owns property subject to the Declaration;

WHEREAS, Developer desires to extend the deadline by which time the Developer must transfer title to all Common Areas to the Association in order to allow Developer to complete its development of the Subdivision; and

WHEREAS, the orderly development of the Subdivision benefits not only the Developer but all Owners and mortgagees.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Developer declares and agrees as follows:

1. The Declaration is hereby revised as follows: All references in Section 4.2 of the Declaration to "December 31, 2013" are hereby deleted and replaced with "December 31, 2015". Except as amended hereby, all provisions of Section 4.2 of the Declaration shall remain unchanged.

2. Terms not defined in this Eighth Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURES APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

REDUS SC COASTAL, LLC, a Delaware limited liability company

Kimberly Vizzini-Strickland  
Witness #1 Kimberly Vizzini-Strickland

By: Jill Marie Tant  
Name: Jill Marie Tant  
Title: ASST VP

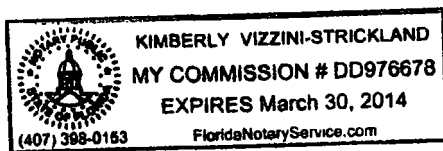
Sarah Wicker  
Witness #2 Sarah Wicker

STATE OF Florida

COUNTY OF Duval

I, Kimberly Vizzini-Strickland, a Notary Public of the County and State aforesaid, certify that Jill Marie Tant personally came before me this day and acknowledged that s/he is ASST VP of REDUS SC COASTAL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by her/him as its ASST President on behalf of the company.

WITNESS my hand and official stamp or seal, this 17 day of June, 2013.



Kimberly Vizzini-Strickland  
Notary Public for \_\_\_\_\_  
Print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



Recording Date: 10/25/2013

Instrument: 82

Book: 9063 Page: 40-43

FILED-RECORDED  
RMC / ROD

2013 Oct 25 PM 12:50:26

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

10  
Prepared by and return to  
Stephen R. McCrae, Jr., Esq.  
K&L Gates LLP  
P O. Box 11429  
Rock Hill, SC 29731-1429

FILED/RECORDED  
OCTOBER 25, 2013  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

NINTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WHITE GABLES

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITONS AND RESTRICTIONS ("Eighth Amendment") is executed and effective as of October 18, 2013, by **REDUS SC COASTAL, LLC**, a Delaware limited liability company, successor in interest to Baucom's Development Partners, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Baucom's Development Partners, LLC, as prior Developer, heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"); by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded December 20, 2006 in Book 5759 at Page 263 in the Registry (the "Fifth Amendment"); by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 7289 at Page 349 in the Registry (the "Sixth Amendment"); by that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded November 3, 2009 in Book 7297, Page 28 in the Registry (the "Seventh Amendment"); and by that certain Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded July 5, 2013 in Book 8897, Page 209 in the Registry (the "Eighth Amendment") (the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth

Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment are collectively referred to herein as the "Declaration");

WHEREAS, by Assignment of Developer's Rights with an effective date of August 31, 2011, recorded September 1, 2011, in Book 7997, Page 15, in the Registry, Baucom's Development Partners, LLC transferred all of its Developer rights under the Declaration to REDUS SC Coastal, LLC, and by such instrument effective August 31, 2011, REDUS SC Coastal, LLC, has succeeded to all of the rights and privileges of Developer under the Declaration;

WHEREAS, pursuant to Section 8.5 of the Declaration, the Developer has the right to amend the Declaration without the approval of any Owners or mortgagees;

WHEREAS, Developer has not completed its development of the Subdivision;

WHEREAS, Developer currently owns property subject to the Declaration;

WHEREAS, Developer desires to extend the deadline by which time the Developer shall remain the sole Class B member under the Declaration in order to allow Developer to complete its development of the Subdivision in an orderly manner; and

WHEREAS, the orderly development of the Subdivision benefits not only the Developer but all Owners and mortgagees;

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, Developer declares and agrees as follows:

1. The Declaration is hereby revised as follows: All references in Section 3.4 of the Declaration to "December 31, 2013 are hereby deleted and replaced with "December 31, 2015". Except as amended hereby, all provisions of Section 3.4 of the Declaration shall remain unchanged.
2. Terms not defined in this Ninth Amendment shall have the meaning given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURES APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

REDUS SC COASTAL, LLC, a Delaware limited liability company

By:

Jill Marie Tant  
Name: Jill Marie Tant

Title: Assistant Vice President

Kimberly Vizzini Strickland  
Witness #1 Kimberly Vizzini-Strickland

Sarah Wicker  
Witness #2

SARAH WICKER

STATE OF FLORIDA

COUNTY OF DUVAL

FILED/RECORDED  
OCTOBER 25, 2013  
DORCHESTER COUNTY  
REGISTER OF DEEDS

I, Kimberly Vizzini Strickland, a Notary Public of the County and State aforesaid, certify that Jill Marie Tant personally came before me this day and acknowledged that she is Assistant Vice President of REDUS SC COASTAL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by her as its Assistant Vice President on behalf of the company.

WITNESS my hand and official stamp or seal, this 18 day of October, 2013.



Kimberly Vizzini Strickland  
Notary Public for Florida

Print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



Instrument #:	2019012439		
Receipt Number:	65555	Return To:	SIMONS & DEAN
Recorded As:	RESTRICTIONS		
Recorded On:	May 30, 2019		
Recorded At:	03:12:21 PM	Received From:	SIMONS & DEAN
Recorded By:	NW	Parties:	
Book/Page:	RB 11897: 286 - 290		Direct- WHITE GABLES HOMEOWNERS
Total Pages:	5		Indirect- WHITE GABLES

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$10.00  
Tax Charge: \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )

FILED/RECORDED  
 MAY 30, 2019  
 DORCHESTER COUNTY  
 REGISTER OF DEEDS

**TENTH AMENDMENT TO BY-LAWS OF  
 WHITE GABLES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, this is the First Amendment to the By-Laws of White Gables Homeowners Association, Inc. ("Amendment").

WHEREAS, the White Gables Homeowners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Declaration of Covenants, Conditions and Restrictions for White Gables, as amended, ("Declaration") and the By-Laws of White Gables Homeowners Association, Inc. ("Bylaws") recorded November 13, 2000, in Book 2546 at Page 271 with the Dorchester County Register of Deeds. Hereinafter, the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as "Governing Documents".

WHEREAS, Article 9(a) of the Bylaws states "[a]mendments to these By-Laws may be proposed by the Board . . . ." Pursuant to Article 9(b), [u]pon any amendment . . . being proposed by said Board . . . such proposed amendment . . . shall be transmitted to the President of the Association, or other officer of the Association in absence of the President[,] who shall thereupon call a special joint meeting of the members of the Board . . . and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments ...." Article 9c, as amended, provides that for such amendment to become effective, it must be "approved by a vote of the members holding at least two-thirds (2/3) of the total votes at a meeting at which quorum is present," and the amendment shall be certified by the President and recorded within in ten (10) days of such approval.

WHEREAS, Article 2(b) of the Bylaws provides that "quorum at members' meetings shall consist of persons entitled to cast one fourth (1/4) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining quorum."

WHEREAS, a duly held and authorized special joint meeting of the Board and the membership was held May 23, 2019, and the within Amendment was put to a vote. The required quorum was present and this Amendment was approved by the requisite members.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Bylaws are hereby amended, and any prior amendments to any of them, and the same are hereby amended as follows.

Return to:

Simons and Dean  
 147 Wappoo Creek Dr. Suite 604  
 Charleston SC 29412

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents.

3. Article 4, Section 1 of the Bylaws is hereby amended by the deletion of Section 1 in its entirety and its replacement with the following new Section 1, in bold:

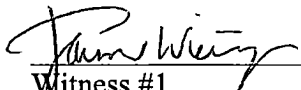
**Section 1. Governing Body; Composition. The affairs of the Association shall be managed and governed by a Board of Directors consisting of five (5) directors appointed or elected as provided herein.**

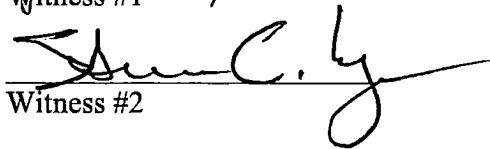
4. Except as expressly modified by this Amendment, the Bylaws shall remain in full force and effect.

5. This Amendment shall be effective upon recording.

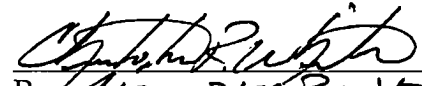
WITNESS my hand and seal this 29 day of MAY, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
Witness #1

  
Witness #2

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.

  
By: CHRISTOPHER R. WHITE  
Its: President

FILED/RECORDED  
MAY 30, 2019  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON     )

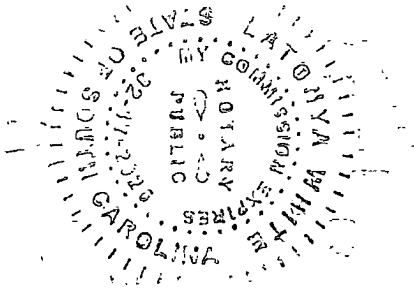
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, CHRISTOPHER R. WHITE, President of White Gables Homeowners Association, Inc., sign, seal, and as his/her act and deed, deliver the within Tenth Amendment ("Amendment") to the By-Laws of White Gables Homeowners Association, Inc. for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof.

Witness #1

Tamara Strange

SWORN and subscribed to before  
me this 29 day of May, 2019.

Notary Public for South Carolina LeTonya White  
Printed Name of Notary: LeTonya White  
My commission expires: 2/20/20



**EXHIBIT A**

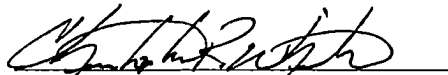
CERTIFICATION OF THE PRESIDENT OF  
WHITE GABLES HOMEOWNERS ASSOCIATION, INC.

Personally appeared before me CHRISTOPHER R. WHITE, President of the White Gables Homeowners Association, Inc., who, both being duly sworn, allege and states as follows:

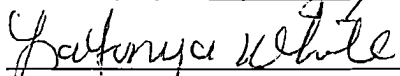
1. I am the duly elected President of the White Gables Homeowners Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this Affidavit on personal knowledge.
3. On May 23, 2019, there occurred a special joint meeting of the Board and members of White Gables Homeowners Association, Inc.
4. At that meeting, and/or by written consent of the members, members/Owners of at least a majority of the total votes at the meeting voted to amend the By-Laws of White Gables Homeowners Association, Inc. as set forth in the foregoing Tenth Amendment to which this Exhibit A is attached.
5. I have certified, and am hereby certifying, the vote of the membership of White Gables Homeowners Association, Inc., and I certify the vote to have been as stated herein.

FURTHER THE AFFIANTS SAYETH NOT.

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.

  
President

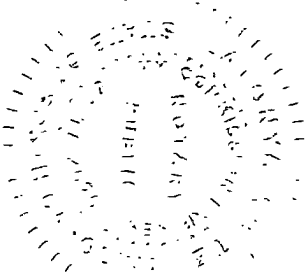
SWORN and subscribed to before me  
this 29 day of May, 2019.



Notary Public for South Carolina

Printed Name of Notary: Latoriya White

My Commission Expires: 2/17/20





Recording Date: 01/09/2015

Instrument: 11

Book: 9576 Page: 252-255

FILED-RECORDED  
RMC / ROD

2015 Jan 09 AM 9:43:57

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

Prepared by and return to:  
 Stephen R. McCrae, Jr., Esq.  
 K&L Gates LLP  
 P.O. Box 11429  
 Rock Hill, SC 29731-1429

FILED/RECORDED  
 JANUARY 9, 2015  
 DORCHESTER COUNTY  
 REGISTER OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

STATEMENT BY DEVELOPER OF FORFEITURE OF CLASS B MEMBERSHIP  
 UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 WHITE GABLES

THIS STATEMENT BY DEVELOPER OF FORFEITURE OF CLASS B MEMBERSHIP UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Statement") is executed and effective as of December 15, 2014, by **REDUS SC COASTAL, LLC**, a Delaware limited liability company, successor in interest to Baucom's Development Partners, LLC, a North Carolina limited liability company ("Developer");

RECITALS:

WHEREAS, Baucom's Development Partners, LLC, as prior Developer, heretofore imposed a Declaration of Covenants, Conditions and Restrictions for White Gables (the "Original Declaration") dated November 9, 2000, recorded November 13, 2000 in Book 2546 at Page 271 in the Office of the Dorchester County Register of Deeds ("Registry"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") for White Gables dated November 21, 2001, recorded March 4, 2002 in Book 2904, Page 290 in the Registry; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for White Gables dated August 14, 2003, recorded August 15, 2003, in Book 3739 at Page 143 in the Registry; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables dated July 22, 2005, recorded July 27, 2005 in Book 4831, Page 119 in the Registry (the "Third Amendment"); by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 5485 at Page 301 in the Registry (the "Fourth Amendment"); by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded December 20, 2006 in Book 5759 at Page 263 in the Registry (the "Fifth Amendment"); by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded in Book 7289 at Page 349 in the Registry (the "Sixth Amendment"); by that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded November 3, 2009 in Book 7297, Page 28 in the Registry (the "Seventh Amendment"); by that certain Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded July 5, 2013 in Book 8897, Page 209 in the Registry (the "Eighth Amendment"); and by that certain Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for White Gables recorded October 25, 2013 in Book 9063, Page 40 in the Registry (the "Ninth Amendment") (the Original

Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment are collectively referred to herein as the "Declaration");

WHEREAS, by Assignment of Developer's Rights with an effective date of August 31, 2011, recorded September 1, 2011, in Book 7997, Page 15, in the Registry, Baucom's Development Partners, LLC transferred all of its Developer rights under the Declaration to REDUS SC Coastal, LLC, and by such instrument effective August 31, 2011, REDUS SC Coastal, LLC, has succeeded to all of the rights and privileges of Developer under the Declaration;

WHEREAS, under Section 3.4 of the Declaration, the Developer is the sole Class B member of the Association, as defined therein, and as sole Class B member, has the right to appoint all members(s) of the Board of Directors and any officer or officers of the Association, until "the occurrence of the first of the following events: 1. When the Developer executes and records an instrument forfeiting its Class B Membership or 2. December 31, 2015;"

WHEREAS, Developer has sold the last of its Lots in White Gables and wishes now to relinquish its control over the Association by executing this Statement;

NOW, THEREFORE, pursuant to the provisions of Section 3.4 of the aforesaid Declaration, Developer states that it is forfeiting its Class B. Membership in the Association, effective upon the recordation of this Statement, but reserving unto itself all other Developer Rights as may be necessary to perform ministerial duties of the Developer in the course of its relinquishment of control of the Association, including but not limited to its obligation to convey to the Association fee simple title to the Common Areas that it might still own, if any, as provided under Section 4.2 of the Declaration.

Terms not defined in this Statement shall have the meanings given them as set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

SIGNATURES APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

REDUS SC COASTAL, LLC, a Delaware limited liability company

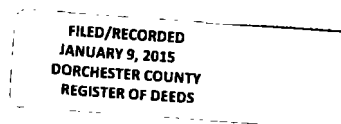
Sarah Wicker  
Witness #1

By: Carray Young  
Name: Carray Young  
Title: Assistant Vice President

Kimberly Vizzini Strickland  
Witness #2

**Kimberly Vizzini-Strickland**  
STATE OF FLORIDA

COUNTY OF DUVAL



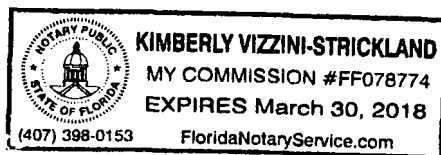
I, Kimberly Vizzini Strickland, a Notary Public of the County and State aforesaid, certify that Carray Young personally came before me this day and acknowledged that she is Assistant Vice President of REDUS SC COASTAL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by her as its Assistant Vice President on behalf of the company.

WITNESS my hand and official stamp or seal, this 15 day of December, 2014.

Kimberly Vizzini Strickland  
Notary Public for Florida  
Print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

---

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

---



Instrument #: 2019004561

Receipt Number: 60414

Return To: SIMONS & DEAN

Recorded As: MISCELLANEOUS

Recorded On: February 28, 2019

Recorded At: 10:09:02 AM

Received From: SIMONS & DEAN

Recorded By: NW

Parties:

Book/Page: RB 11761: 308 - 334

Direct- WHITE GABLES HOMEOWNERS

Total Pages: 27

Indirect- WHITE GABLES HOMEOWNERS

---

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

---

Recording Fee: \$32.00

Tax Charge: \$0.00

*Margaret Bailey*

Margaret Bailey - Register of Deeds



32

FILED/RECORDED  
February 28, 2019  
DORCHESTER COUNTY  
REGISTER OF DEEDS

## **ARCHITECTURAL GUIDELINES**

### **WHITE GABLES HOMEOWNERS ASSOCIATION, INC.**

## Table of Contents

<b>ARTICLE 1 PURPOSE .....</b>	<b>1</b>
<b>ARTICLE 2 PROCESS AND PROCEDURE.....</b>	<b>1</b>
1. THE REVIEW PROCESS .....	1
2. SUBMISSION OF PLANS.....	2
3. ARB APPROVAL OR DISAPPROVAL.....	3
4. VARIANCES.....	3
5. APPEAL.....	4
6. REVIEW FEES .....	4
7. IMPLEMENTATION OF APPROVED PLANS .....	5
8. LIMITATION OF LIABILITY .....	5
9. ENFORCEMENT .....	6
10. DILIGENT CONSTRUCTION .....	6
11. GOVERNMENTAL REQUIREMENTS.....	6
<b>ARTICLE 3 ARCHITECTURAL DESIGN .....</b>	<b>7</b>
1. ARCHITECTURAL STYLE .....	7
2. DESIGN FEATURES .....	7
3. PREFABRICATED STRUCTURES.....	8
<b>ARTICLE 4 CONSTRUCTION .....</b>	<b>8</b>
1. MINIMUM HOUSE SIZE.....	8
2. MINIMUM STRUCTURE HEIGHT.....	9
3. EROSION AND SEDIMENT CONTROL.....	9
4. GRADING .....	9
5. DRAINAGE .....	9
6. FOUNDATIONS .....	10
7. EXTERIOR MATERIALS.....	10
8. EXTERIOR COLORS .....	10
9. UTILITIES.....	11
10. ROOFS.....	11
11. CHIMNEYS .....	12
12. WINDOWS, SHUTTERS, DOORS.....	12
13. HVAC EQUIPMENT.....	13
14. GARAGES .....	13
15. DRIVEWAYS .....	13
16. DECKS AND BALCONIES.....	13
17. PATIOS.....	14
18. POOL, THERAPY POOLS AND SPAS .....	14
<b>ARTICLE 5 CONSTRUCTION PROTOCOL.....</b>	<b>15</b>
1. INSPECTIONS .....	15
2. OWNER'S RESPONSIBILITY FOR BUILDER COMPLIANCE .....	15
3. CONDUCT.....	16
4. SITE CLEANLINESS.....	16
5. CONSTRUCTION DEBRIS.....	16
6. CONSTRUCTION VEHICLES.....	16
7. BURNING .....	16
8. CONSTRUCTION DAMAGES .....	17
<b>ARTICLE 6 MISCELLANEOUS.....</b>	<b>17</b>
1. SEPTIC TANKS AND WELLS.....	17
2. HOSES AND PIPES.....	17
3. AWNINGS AND OVERHANGS .....	17
4. SATELLITE DISHES AND ANTENNAE .....	17
5. ACCESSORY BUILDINGS.....	17

6. PLAY EQUIPMENT .....	17
7. FLAGPOLES .....	18
8. DOG RUN AND KENNELS .....	18
9. BIRDBATHS, BIRDHOUSES AND BIRDFEEDERS .....	18
10. MAIL AND NEWSPAPER BOXES .....	18
11. CLOTHES LINE .....	18
12. SIGNS .....	18
<b>ARTICLE 7 LANDSCAPE GUIDELINES.....</b>	<b>19</b>
1. LANDSCAPING.....	19
2. FENCES AND SCREENING .....	19
3. RETAINING WALLS .....	20
<b>SCHEDULE 1 MINIMUM HOUSE CONFIGURATIONS .....</b>	<b>21</b>

## ARTICLE 1 PURPOSE

The purpose of the Architectural Guidelines is to outline the criteria that will guide the architectural development of the homes in White Gables (the "Community") as restricted in the Declaration of Covenants, Conditions and Restrictions for White Gables filed in Book 2546, Page 272 of the Dorchester County Register of Deeds by Baucom Development Partners, LLC (by assignment from Baucom's Nursery Company, Inc.) ("Developer"), as amended from time to time (collectively, the "Declaration"). They are intended to enable the coordination of the activities of various builders within the Community to achieve the goals of compatible, consistent and complimentary design throughout.

Every proposed home within the Community and every proposed change to existing homes within the Community must be reviewed by the ARB before construction will be approved.

While these Architectural Guidelines are written primarily for new construction, they also apply to any alterations, additions or repainting of existing structures. The Architectural Review Board (the "ARB") is authorized and empowered to consider and review any and all aspects of the construction of any improvements on a Lot which may, in the reasonable opinion of the ARB, affect the living enjoyment of one or more Owners or the general value of the Property or the Community. The Developer has the right to function as the ARB until such time as all Lots in the Community have been sold by Developer. All references to the ARB in these Guidelines shall also mean the Developer as long as Developer has the right to function as the ARB. The Developer is not required to transfer this review and authoritative power to the White Gables Homeowner's Association, Inc. (the "Association") until then.

Any homeowner proceeding with alterations, additions or repainting without prior approval by the ARB risks having to correct or remove any violation at his/her own expense.

The Architectural Guidelines may be updated and revised over the course of the development as determined necessary including but not limited to addressing differing or additional guidelines for new construction, alterations, additions or repainting in Phase 4 of the Community which is currently designated for future development.

## ARTICLE 2 PROCESS AND PROCEDURE

### 1. The Review Process.

The Architectural Guidelines outline an efficient and equitable process that will be administered by the ARB.

The ARB will review all plans for new construction and alteration for conformance to the Architectural Guidelines.

All reviews, substitutions and approvals by the ARB will be considered binding and final.

Compliance with these standards does not preclude the ARB's right to deny a plan submittal solely for aesthetic reasons.

Nothing in the Architectural Guidelines places any obligation for any government agency to approve any plans, nor shall approval by the ARB be interpreted as meeting the requirements of the Town of Summerville or any other governing agency.

## 2. Submission of Plans.

No improvements of any kind or nature shall be erected, remodeled or placed on any Lots until the plans and specifications for the improvement and a site plan, including depictions of driveways, walkways, lawn area, and landscaping, have been submitted to and approved in writing by the ARB, as to:

- workmanship and materials, adequacy of site dimensions and alignment of main elevation with respect to nearby streets;
- conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and
- other standards set forth within the Declaration, the Architectural Guidelines, bulletins promulgated by the ARB, or matters in which the ARB has been vested with the authority to render a final interpretation and decision.

Two (2) sets of professionally prepared plans for the proposed improvements must be submitted for approval.

The submittal must include:

- a. the dimensional floor plan showing: decks, patios, stoops, trash enclosures, HVAC equipment and utilities (and the screening of same), and connections to driveways and walkways.
- b. the four elevations showing: building materials and finishes, and indicating the maximum height of the residential dwelling.
- c. the roof plan showing: slopes, pitches and gables; unless reflected on the other plans.
- d. the site plan showing: location of existing trees (including identification of every hardwood with a diameter of four inches (4") of more at a height of three feet (3') above grade) and the location and size of trees proposed for removal, driveways, curbcuts, walkways, fences, patios and other improvements.
- e. the landscape plan showing: location and criteria as noted above, protection of existing vegetation, use of plants, and other landscaping details.

The floor plan and elevations must be at a scale of one-fourth inch (1/4 ") equals one foot (1'). The site plan and landscape plan must be at a scale of one inch (1") equals a minimum of twenty

feet (20'). The landscape plan must include a schedule of all plant materials, including the size and quantities of all materials to be used.

Any change in the approved plans must be resubmitted for approval.

The ARB is authorized to request the submission of samples of proposed construction materials.

### 3. **ARB Approval or Disapproval.**

If the plans and specifications meet the approval of the ARB, one (1) complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner and the remaining set will be filed in the offices of the ARB.

If found not to be in compliance with the Architectural Guidelines or the Declaration or if found to be otherwise unacceptable to the ARB, one (1) set of the plans and specifications shall be returned to the Lot Owner marked "Disapproved", accompanied by a statement in reasonable detail of items found not to be in compliance or otherwise being unacceptable.

Owner thereafter shall resubmit, in accordance with the provisions of this section, such plans and specifications setting forth the required changes to the ARB for its approval.

Any modification or change to the approved set of plans and specifications must again be submitted in duplicate to the ARB for its review and approval.

Once the ARB has approved the plans and specifications for the improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion. If not commenced within three (3) months following the approval date, such approval shall be deemed rescinded. Thereafter, the plans and specifications must again be approved by the ARB.

The ARB may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons, which in the sole discretion of the ARB shall be deemed sufficient.

If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the ARB may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

### 4. **Variances.**

While the Architectural Guidelines are intended to provide a framework for construction and modifications, they are not all-inclusive. In its review process, the ARB may consider the workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structure, topography, and finish grade elevation, among other things.

ARB decisions may be based on purely aesthetic considerations.

The ARB shall not, however, grant approval for proposed construction that is inconsistent with the Architectural Guidelines, unless the ARB grants a variance.

Variances may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship or environmental considerations) when deviations may be required.

The ARB shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a violation of the Declaration.

Such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth.

Written requests for variances shall be deemed to be disapproved in the event the ARB has not expressly approved such a request in writing within thirty (30) days of the submission of such requests. No member of the ARB shall be liable to any Owner for any claims, causes of action or damages arising from the grant or denial of any variance to any Owner.

Each request for a variance submitted shall be reviewed separately and apart from other such requests, and the grant of a variance to any Owner shall not constitute a waiver of the ARB's right to strictly enforce the Architectural Guidelines or the Declaration against any other Owner.

#### 5. **Appeal.**

Any Applicant shall have the right to appeal a decision of the ARB by resubmitting the information, documents and fees set forth above; however, such appeal shall be considered only if the Applicant has modified the proposed construction or modification or has new information which would, in the ARB's opinion, warrant reconsideration.

If Applicant fails to appeal a decision of the ARB, the ARB's decision is final.

In the case of a disapproval and resubmittal, the ARB shall have ten (10) days after the date of each resubmittal to approve or disapprove any resubmittal.

The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

#### 6. **Review Fees.**

When a Builder or Owner (hereafter collectively referred to as "Applicant") submits plans to the ARB for approval, the submission shall include a "Review Fee" unless waived by the ARB. The Review Fee shall be made payable to the Association as follows:

- **New Home Construction:**  
     The original improvement of a home  
     from a site into a residential dwelling.                      Review Fee: \$500.00
- **Major Alteration or Addition:**  
     A structural or site modification significant

enough to warrant the issuance of a building permit by a governmental authority; provided, however, a deck for purposes of these Guidelines shall be considered a Minor Architectural Modification or Addition.

Review Fee: \$75.00

- **Minor Architectural Modification or Addition:**

Any architectural changes which require architectural review and approval as set forth in the Declaration or these Architectural Guidelines but a governmental building permit is not required. For example, changing the exterior color scheme of the residence or installing landscaping which deviates from the typical landscaping plan.

Review Fee: \$50.00

- **Changes To or Resubmission of Approved or Unapproved Plans:**

Review Fee: \$25.00

## 7. **Implementation of Approved Plans.**

All work must conform to the approved plans.

If it is determined that work completed or in progress on any home or other structure is not in compliance with these Architectural Guidelines or any approval issued by the ARB, the ARB shall, directly or through the Board, notify the Owner and Builder, if any, in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Owner and/or Builder to remedy the same.

If the Owner and/or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and these Architectural Guidelines.

## 8. **Limitation of Liability.**

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither Developer, the ARB, the members thereof, nor the Association assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

Neither the ARB nor the members thereof nor the Association nor Developer shall be liable in damages or otherwise to any Owner by reason of a mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal for approval or disapproval or failure to approve or disapprove any plans or specifications.

Every person who submits plans or specifications, and every Owner, agrees that he/she will not bring any action or suit against Developer, the Association, the ARB, the Board of Directors, or

the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action no known at the time the release is given.

9. **Enforcement.**

The Association shall have the specific right (but not obligation) to enforce the provisions contained in the Architectural Guidelines and/or to prevent any violation of the provisions contained therein by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions.

As to nonconforming or unapproved improvements, the Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved improvements if such improvements were commenced or constructed in violation of the Architectural Guidelines or the Declaration.

In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements was recommenced or constructed.

10. **Diligent Construction.**

All improvements to be constructed on a Lot must be completed within twelve (12) months following commencement of construction (i.e.: obtaining building permit) unless a longer time is approved in writing by the ARB.

All construction, landscaping or other work which has been commenced on any Lot located within the Property must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion.

All lawn areas and landscaping located on any Lot must be installed in accordance with approved plans no later than thirty (30) days after the date on which a Certificate of Occupancy has been issued for the residence on such Lot.

11. **Governmental Requirements.**

Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be compiled with in regard to the Lots.

To the extent that any Town of Summerville or other local government ordinance, building code or regulation requires a more restrictive standard than the standards set forth in these Architectural Guidelines or the Declaration, the local government standards shall prevail.

To the extent that any local government standard is less restrictive, the Declaration and the Architectural Guidelines (in that order) shall prevail.

### ARTICLE 3 ARCHITECTURAL DESIGN

#### 1. Architectural Style.

The intent of the Architectural Guidelines is to encourage the excellent planning of a community of individual residences which, when viewed together, produce an outstanding total community environment.

It is not the intent of the Architectural Guidelines to dictate a particular architectural style, but rather to provide Lot Owners and their architects with a set of guidelines that will foster an attractive community.

Traditional architectural styles similar to the existing structures in the Community are preferred as the basis or foundation of the design.

The designs employed shall be compatible with the existing traditional architectural styling in the Community in terms of make, shape, profile, scale and proportion.

#### 2. Design Features.

The following considerations are among those to be addressed when developing the architectural design for improvements to be constructed on a Lot:

- a. Except with the express approval of the ARB which may be withheld in its sole discretion, there shall be front porches on homes as follows: (i) a minimum of 6' x 8' on 50' wide lots, (ii) a minimum of 5' x 7' on 40' wide lots, and (iii) a minimum of 4' x 6' on all lots smaller than 40' in width.
- b. There shall be a consistency in the site planning, architecture and landscaping.
- c. A consistent scale shall be used throughout the design of the residence and other improvements, with each element designed in proportion to the other design elements.
- d. The various building materials shall allow for a pleasing and harmonious exterior appearance for the residence and other improvements. Building materials shall be used logically.
- e. Appropriate colors shall be used and colors shall be used with restraint.
- f. Bay windows shall be carried down to grade or visual support of cantilevered conditions must be expressed. When bay windows are stacked in a two-story configuration, the blank panel between all facets shall be accented.

- g. The main roof shall have a minimum slope of six (6) vertical to twelve (12) horizontal with a minimum overhang of 12". Shed roof forms are discouraged. Roof shapes and configurations shall be planned to avoid complex, awkward or odd roof designs.
- h. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All exterior downspouts shall be painted to blend with the color of the exterior of the residence.
- i. All roof structures, such as attic vents, plumbing vents, etc., shall be treated or painted to blend with the roof shingles, except that flashing applied to vertical surfaces may be painted to blend with the vertical materials where more appropriate.
- j. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires.
- k. Unless otherwise required by the applicable public utility, transformers, electric, gas or other meters of any type, or other apparatus shall be located at the rear or corner rear, and shielded by plant material, of the buildings constructed on Lots or, if approved by the ARC in writing, located elsewhere on the Lot provided they are adequately screened as required by the ARC in accordance with the provisions of the Declaration and Architectural Guidelines.
- l. Exposed electrical equipment, stubouts, conduit, drain lines, pipes and vents must be painted to match the color of the home or approved by the ARC.
- m. Exterior disconnects for air conditioning equipment, etc. shall be mounted at the lowest point allowed by applicable building codes.
- n. Gas meters must be adequately screened with Landscape improvements to conceal equipment from view. Unless otherwise approved by the ARC, no gas meter shall be set in front of a residence of a Lot unless such meter is of an underground type.

### 3. **Prefabricated Structures.**

Prefabricated or factory built structures shall not be permitted within the Community. Such manufactured homes shall not be employed as elements in the construction of residential structures affixed to real property within the Community except by express written consent of the ARB.

## **ARTICLE 4 CONSTRUCTION**

### 1. **Minimum House Size.**

The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios.

Except with the express approval of the ARB, which may be withheld in its sole discretion, no single family residential structure shall be located on any Lot within Phases 3A, 3B, 3C, 5A and 5B of the Community unless said structure shall have at least the minimum configurations indicated for such Lot on Schedule 1 attached to these Architectural Guidelines. Except with the express approval of the ARB, which may be withheld in its sole discretion, no single family residential structure shall be rebuilt on any Lot located in existing Phases 1A, 1B, 1C, 1D, 1E, 1F, 1G, 2A1, 2A2, 2B, 2C, 2D, or 2E of the Community unless it has at least the minimum heated square feet, height and width as the home originally constructed on such Lot. Prior to construction commencing on any Lot located within Phase 4 of the Community, Developer may adopt guidelines regarding minimum square footage, height or other configurations applicable to Lots in such phase.

2. **Maximum Structure Height.**

No structure erected upon Lot shall contain more than two and one-half ( 2-1/2) stories above ground level; provided, however, the ARB shall have the right (but not the obligation), because of steep topography, unique Lot configurations or similar reasons, to allow structure heights greater than two and one-half ( 2-1/2) stories on rear and side elevations.

3. **Erosion and Sediment Control.**

To the extent deemed reasonably necessary by the Developer and/or appropriate government agencies, sufficient sediment control measures shall be taken by the Owner and/or Owner's Builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. Such measures may include, but not be limited to, the installation and maintenance of silt fences, straw base fences, storm water inlet protection or temporary seeding.

All sediment control measures must be maintained until such Lot has been permanently stabilized with landscaping.

4. **Grading.**

Finished floor elevations shall be no less than 18" above top of curb at the highest point of the curb along the Lot line except as approved in writing by the ARB.

Owners shall not grade their property so as to interfere with the existing grading and established drainage pattern over any property except as approved in writing by the ARB. Owners should work with the existing contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades.

Clearing of vegetation with greater than a four-inch caliper measurement and located within twenty feet (20') from the rear property lines shall be prohibited, unless the Owner obtains a variance from the ARB due to topography, drainage or another extenuating circumstance.

5. **Drainage.**

Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under or ponding near or against the house foundation. Water should flow fully over walkways, sidewalks or driveways into the street. The ARB may require a report from a drainage engineer as part of landscaping or improvement plan approval. Sump pump drainage should be vented a reasonable distance from the property line to allow for absorption.

Drainage of the Lot must conform to all Town of Summerville requirements. All proposed changes in the existing drainage and grading must be indicated on the Site Plan and any such changes are expressly prohibited unless approved in writing by the ARB. There shall be no interference with the established drainage pattern over any property except as approved in writing by the ARB.

The established drainage pattern is defined as the drainage pattern as engineered and constructed by the Developer prior to conveyance of title from the Developer.

6. **Foundations.**

All foundation structures must be approved by the ARB. Any foundations twelve inches or greater above grade shall be of brick similar in color to the existing homes in the Community and a sample shall be submitted to the ARB for approval. Raw, exposed concrete is prohibited.

7. **Exterior Materials.**

Exterior siding materials shall be horizontal siding of selective hardi-plank. In no event shall any exterior siding consist of vinyl. Brick is prohibited except for foundations as set forth in paragraph 6 above. Stone may be used as an accent material only upon the prior written approval of the ARB and samples must be submitted.

Natural weathering of exterior wood materials and imitation stone or brick are prohibited.

The exterior materials of all structures on all Lots shall be harmonious and complimentary.

Exterior materials on all houses shall be specified in the plans submitted to the ARB for approval.

8. **Exterior Colors.**

The exterior colors of all structures on all Lots shall be harmonious and complimentary.

Exterior colors shall be specified in the plans submitted to the ARB for approval.

The Benjamin Moore Low Country color scheme must be used as the exterior color of all walls of single-family residential structures and the same elevation and color of a house will not be used on the next two homes on either side of the applicable home, or on the home directly across the street from the applicable home.

Owners may repaint in accordance with the originally approved color scheme of any dwelling or improvement. ARB approval is required for all changes in exterior painting. Review criteria may include, but shall not be limited to, the sheen of paint, the home's architecture, any existing stone accents, roof color, and neighboring properties' colors. Primary and trim colors for all exterior building surfaces must complement the architectural theme of the house.

9. **Utilities.**

Pipes, wires, poles, utility meters and other utility facilities shall be kept and maintained, to the extent possible, underground. Any utilities or utility equipment not installed below ground requires ARB approval which may be predicated on the use of approved Landscape Improvements and/or screening. Utilities include water, sewer, power, telephone, cable television and miscellaneous conduits. All utilities shall service the home from the rear of the Lot.

10. **Roofs.**

Roofs and roof pitches shall be in proportion to the overall size and shape of the house. Except as specifically approved otherwise in writing by the ARB, the minimum roof slope shall be six (6) vertical to twelve (12) horizontal with a minimum overhang of 12". All other roof pitches must be approved by the ARB.

Acceptable roofing materials are minimum twenty-five (25) year warranty, black architectural (fiberglass) shingles of a similar color and style to roofing materials on existing homes in the Community. It shall be in the ARB's sole discretion to approve or disapprove other roofing materials.

All specific roof materials to be used must be approved in writing by the ARB as part of the final Building Plans and Specifications prior to commencement of construction.

Roofing materials and colors shall be specified in the plans submitted to the ARB for approval.

No plumbing or heating vent shall penetrate roof surfaces that face the street or streets adjacent to the residential structures. All roof stacks and flashing must be painted to blend with roof color.

Rooftop equipment and accessories are prohibited unless approved in writing by the ARB or unless otherwise specifically excepted in this Section.

Exposed flashing gutters and downspouts must be painted to match the fascia and siding of the structure. No exposed attachment straps will be allowed.

Any installed solar energy equipment shall have the appearance of a skylight and shall have a finished trim material or curb.

ARB approval for skylights is required. Skylights should be placed in locations so as not to detract from the building elevations.

# 11. **Chimneys.**

Chimneys shall be full foundation based and constructed of brick as approved in writing in advance by the ARB. Samples of brick must be provided to the ARB with any such request.

Chimneys shall have a design and location and shall be constructed of a material that is appropriate to the house (provided that fireplaces not located on exterior walls may be constructed of an alternative material if approved in advance in writing by the ARB).

Exposed metal flues and wood chases shall not be used. Chimney cap covers are required for prefabricated metal flues.

Direct vent fireplaces shall be allowed only on the side and rear of a residence constructed (unless otherwise approved in writing by the ARB) and shall not be permitted on a front elevation.

Chimney stacks on the sides of houses may not be cantilevered and hang in the air. They must sit on foundations veneered with brick.

# 12. **Windows, Shutters, Doors.**

Windows shall generally be the same type and style all around the house.

Thermal pane windows are preferred and exterior storm window generally will not be permitted.

Wood windows or vinyl windows will be considered provided the style and profile are visually similar to wood windows.

Shutters are encouraged and shall fit the proportion and shape of the windows.

All windows and doors are encouraged to have wood caps or other approved decorative treatment.

Silver-finish aluminum doors (including sliding doors) and windows shall not be approved.

Factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the ARB for approval.

Windows should be clear glass or a tinted glass of bronze, grey, green or smoke colors. No reflective glass or reflective tinting may be used.

ARB approval is required for exterior shutters. The shutter shall be of a material similar to and of a color and design generally accepted as complementary to the exterior of the house.

ARB approval is required for the addition of screen doors or other type doors to a home or an accessory building. The material shall match or be similar to existing doors on the house and the color must be generally accepted as complementary to that of existing doors on the house.

The ARB must approve security treatments for doors and windows; however, no “burglar bars”, steel or wrought iron bars, or similar fixtures shall be installed on the exterior of any windows or doors of any dwelling.

13. **HVAC Equipment.**

No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any residence on a Lot. Additionally, air conditioning and heating equipment and apparatus shall be screened from view from streets by Landscape Improvements as more particularly provided in the Landscape Guidelines.

No air conditioning or heating apparatus shall be installed on the ground in the side yard of a structure unless the same shall be screened from view from the street abutting such Lot and any adjacent Lot.

Window or wall mounted air conditioning or heating units are prohibited.

14. **Garages.**

Any garage located upon any Lot must be consistent in design with the overall architectural design of the structure on the Lot as determined by the ARB. All garages should be equipped with automatic closing devices unless otherwise approved by the ARB. Any Lots that do not have garages shall have a concrete apron or parking pad a minimum of 18' in width and otherwise of sufficient size to park no less than two cars.

The placement of garages and driveways has a great effect on the overall aesthetics of the street scene and on the architectural appeal of each specific residence. A street scene with emphasis on residences instead of garages and driveways is more visually interesting. For that reason, all garages, driveways and parking pads must be placed in the rear yard of each Lot behind the home and entered from the alley to the rear of each Lot. The orientation and location of garages should be determined in relation to topography, trees and building lines in conjunction with the overall house approval.

Garage doors are required for all garages, and the garage doors must be paneled and/or detailed to provide appropriate scale. Single bay garage doors are preferred over double width garage doors. Garage doors shall be coordinated with all structures on the Lot and materials and colors for such doors shall be specified on the plans submitted to the ARB for approval.

Carports shall not be permitted.

15. **Driveways.**

Driveways generally shall be constructed with concrete. Other hard surface materials may be considered and approved by the ARB if an exception is requested when plans are submitted to the ARB for approval. The ARB reserved the right to require that other hard surface materials be painted to better blend with the surroundings of the structure or neighborhood.

16. **Decks and Balconies.**

ARB approval is required for the installation of a deck or balcony, and such deck or balcony must be constructed in accordance with the following:

- Decks and balconies must be constructed of wood or other material similar to that of the residence and must be stained or painted a color similar to or generally accepted as complementary to the residence within six (6) months of installation. Decks and balconies must be installed as an integral part of the residence or patio area.
- Any such decks or balconies must be located so as not to obstruct or diminish the view of or create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements and must comply with the applicable Town of Summerville, South Carolina requirements.

17. **Patios.**

ARB approval is required for the construction of patio covers, open patios and enclosed patios.

Patio covers shall be constructed of wood or material generally recognized as complementary to the residence and be similar or generally recognized as complementary in color to the exterior color of the residence.

Free-standing temporary patio covers are prohibited.

Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. The patio color must be similar to or generally accepted as a color complementary to the design and color of the residence.

Enclosed patios shall be constructed of materials that are similar to or generally accepted as complementary to those of the residence.

18. **Pool, Therapy Pools and Spas.**

ARB approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa (collectively "spas") and related equipment. Pools are prohibited. Plans for proposed spas, surrounding decks, fencing and screening must be approved by the ARB before any clearing, grading or construction is commenced.

Spas shall be located in the rear yard only, shall be installed in such a way that it is not immediately visible to adjacent property owners and shall not create an unreasonable level of noise for adjacent property owners. Any spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. Owners may be required to install safety features such as locks or covers for spas when such are not in use.

The size, shape and setting of spas must be carefully designed to be compatible with the surrounding natural and man-made environment. In locating spas, the following shall be considered:

- Indoor/Outdoor relationship.
- Setbacks imposed by the applicable Building Envelope.
- Views both to and from the spa area.
- Terrain (grading and excavation).
- Fencing and privacy screening.

Decks and related equipment will not be allowed outside of the Building Envelope area.

Spas and related equipment enclosures must be architecturally consistent and harmonious with the residence and other structures on the Lot in terms of their placement, mass and detail.

Spa equipment shall be screened, housed or stored underground. All governmental requirements and restrictions applicable to spas and similar structures shall be applicable to the construction of spas and similar structures on any Lot and approval by the ARB shall in no way relieve the Owner of the responsibility and obligation to comply with such governmental requirements.

## **ARTICLE 5 CONSTRUCTION PROTOCOL**

### **1. Inspections.**

The Owner and/or Builder shall schedule and coordinate a review of all construction activities with the ARB to verify compliance with the approved plans and specifications.

The ARB may also perform additional periodic informal inspections to ensure that work is being performed in conformance with approved plans, these Architectural Guidelines and the Community-Wide Standard.

All inspections are observations only and will not relieve the obligation to obtain inspection approvals from Town of Summerville, South Carolina and other organizations having jurisdiction.

Job sites not in compliance with the Declaration, these Architectural Guidelines or approved plans will be issued a Notice of Violation and a punchlist of items needed to bring the construction and/or job site into compliance. Further construction is prohibited until such punchlist items have been corrected. Re-inspections of job sites resulting from the failure of the Owner and/or Builder shall result in the impositions of a fine in the amount of \$25.00 payable to the ARB.

### **2. Owner's Responsibility for Builder Compliance.**

All Owners shall be responsible to ensure that any contractor employed by it complies with the Declaration, the Architectural Guidelines and other rules and regulations as may be adopted from time to time.

3. **Conduct.**

The Owner must ensure that all contractors and subcontractors control the conduct of their employees while working in the Community. Loud music, profanity and other behavior which is unbecoming of a quality operation will not be tolerated. Employees violating this policy may be asked to leave the premises and may be denied access to the Community.

4. **Site Cleanliness.**

All sites must be maintained in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be stored in proper containers and periodically removed from the site.

Every Builder constructing improvements within the Community shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements or take other measures consistent with standard construction practices necessary to keep the Lot free of garbage, trash or other debris which is occasioned by the construction of Owner's improvements.

The Owner of each Lot shall ensure at all times that adjacent public and private areas are kept free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements. Developer or the Association, upon ten (10) days written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's Builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning.

5. **Construction Debris.**

Construction debris shall be removed as often as necessary to keep the Lot and structure thereon attractive.

Construction debris shall not be dumped in any area of the Community.

6. **Construction Vehicles.**

During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots by the driveway.

In no event shall any driveways other than those approved by the ARB be constructed or used for temporary access to any Lot.

All construction vehicles shall be parked only in areas designated and approved by the ARB.

7. **Burning.**

No burning shall be permitted without prior permission of the ARB.

Any request for burning must be accompanied by a current Burning Permit issued by the appropriate agencies.

8. **Construction Damages.**

Any damage to the infrastructure improvements or common area facilities of the Community or another Owner's property occurring during construction of the residence shall be the responsibility of the Owner and the Owner's contractor and must be corrected immediately to the satisfaction of the ARB, the Developer and the Owner of the damaged property. If the damage is not corrected, the Developer or the Association may repair such damage and assess the costs of repair to the Owner. Infrastructure improvements shall include but not limited to curbs, sidewalks, lighting, utilities, pavement, street trees, etc.

## **ARTICLE 6 MISCELLANEOUS**

1. **Septic Tanks and Wells.**

No septic tanks shall be installed, used or maintained on any Lot.

No wells shall be installed, used or maintained on any Lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains laterals and piping serving the structure which shall furnish domestic water from sources beyond the boundary lines of the Lot.

2. **Hoses and Pipes.**

Except for temporary use of hoses and the like which are reasonably necessary in connection with normal lawn maintenance and pipe clean-outs, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, unless such installation is expressly approved by the ARB.

3. **Awnings and Overhangs.**

The installation of awnings or overhangs is prohibited.

4. **Satellite Dishes and Antennae.**

ARB approval of outside antennae and satellite dishes must be obtained before installation. See applicable restrictions in the Declaration.

5. **Accessory Buildings.**

Accessory buildings are prohibited.

6. **Play Equipment.**

Swing sets and similar outdoor play structures and equipment must be approved by the ARB.

Unless part of a Common Area, swing sets and similar outdoor play structures and equipment must be located where they will have a minimum impact on adjacent Lots. Such play equipment shall be located in the middle third of the rear yard of the Lot.

Permanently mounted basketball backboards shall be prohibited. Freestanding basketball goals may be used provided such goals are stored out of view when not in use.

Treehouses are prohibited.

A playhouse shall be considered an accessory building if it measures more than twenty (20) square feet, is more than five (5) feet high from peak to ground, or is constructed on a concrete slab or footing.

7. **Flagpoles.**

ARB approval is required for the installation of a flagpole. No more than two (2) flagpoles may be approved and such flagpole may only be attached to the house. Freestanding flagpoles are prohibited.

8. **Dog Run and Kennels.**

No dog runs or kennels are permissible.

9. **Birdbaths, Birdhouses and Birdfeeders.**

Birdbaths, birdhouses and birdfeeders require ARB approval. The installation of such in front or side yards is generally discouraged. Approval for rear yard installations of any birdbath is limited to those with a height of three (3) feet or less, including any pedestal.

10. **Mail and Newspaper Boxes.**

The ARB shall adopt a standard design for approved mailboxes and newspaper boxes and no mailbox, newspaper or news box shall be erected or maintained on any Lot or within any street right-of-way unless of the standard design.

11. **Clothes Line.**

No clothes line of any description or type, or the drying of clothes, shall be allowed on the outside of any structure on any Lot.

12. **Signs.**

All signs are subject to approval by the ARB and the restrictions of the Declaration.

One (1) security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The ARB may impose size, shape and color restrictions on security signs.

## **ARTICLE 7. LANDSCAPE GUIDELINES**

### **1. Landscaping.**

A written landscape plan must be submitted to the ARB as part of the initial plan submitted for the residence as previously set out in the Architectural Guidelines. Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after occupancy of a residential structure.

In the case of existing homes, proposed changes and additions in landscaping must be submitted in detail as set out in the Architectural Guidelines. A time frame for completion shall be agreed upon between the ARB and the Owner.

Except for building pad, driveways, alleys and sidewalks on each Lot, the surface of each Lot shall be of grass or other live foliage and/or ground cover and such grass, foliage and ground cover shall be neatly maintained at all times.

Except for removal of dead trees, no trees measuring four inches (4") or more in diameter at a point three feet (3') above ground level nor any arbors, trellises or gazebos may be removed without the prior written approval of the Association and the Association may require the replacement, at the Owner's sole cost and expense, of any trees, arbors, trellises or gazebos removed without the permission of the ARB. Approval for the removal of trees located within ten feet (10') of the approved site for such building will be granted unless such removal will substantially decrease the attractiveness of the Community.

### **2. Fences and Screening.**

Screening may be used within the Community:

- to define private spaces or to attract or divert attention to or from particular views.
- in connection with free standing utility apparatus, such as transformers and switching equipment.
- in connection with exterior, ground-level machinery, such as air conditioning and heating equipment.
- in connection with outside storage and service areas for equipment and supplies.
- in connection with refuse containers and related storage areas.

Depending on circumstances, fences and landscaping are an acceptable method of screening. The ARB reserves the absolute right to determine which method is most appropriate.

Berms or banks are not permitted.

The location, color, size and design of all fences, and screening must be approved in advance in writing by the ARB prior to installation.

The specie and layout design of plant screens and hedges must be approved by the ARB.

The maximum height of all fences, screening and walls shall be as follows:

- No fence or screening shall exceed five feet (5') in height except for those certain patio screening fences located on the 28' wide Lots which fences shall not exceed six feet (6') in height.
- More restrictive requirements may be imposed, from time to time, in the sole discretion of the ARB.
- No front yard fencing is allowed unless approved by the ARB.
- There shall be no exceptions to these height restrictions.

All fence installations shall include and incorporate compatible landscape planning as an integral part of its design. The ARB shall prepare a landscape plan that must be complied with as a requirement for the approval of all fence installations. The costs of preparing the landscape plan shall be borne by the Owner requesting approval of the fence installation.

No fence or screening (including for this purpose densely planted hedges, rows or similar landscape barriers) shall be erected, placed or maintained on an Lot nearer to any roadway fronting such Lot than the rear building corner of the main structure constructed on such Lot unless otherwise approved in advance in writing by the ARB.

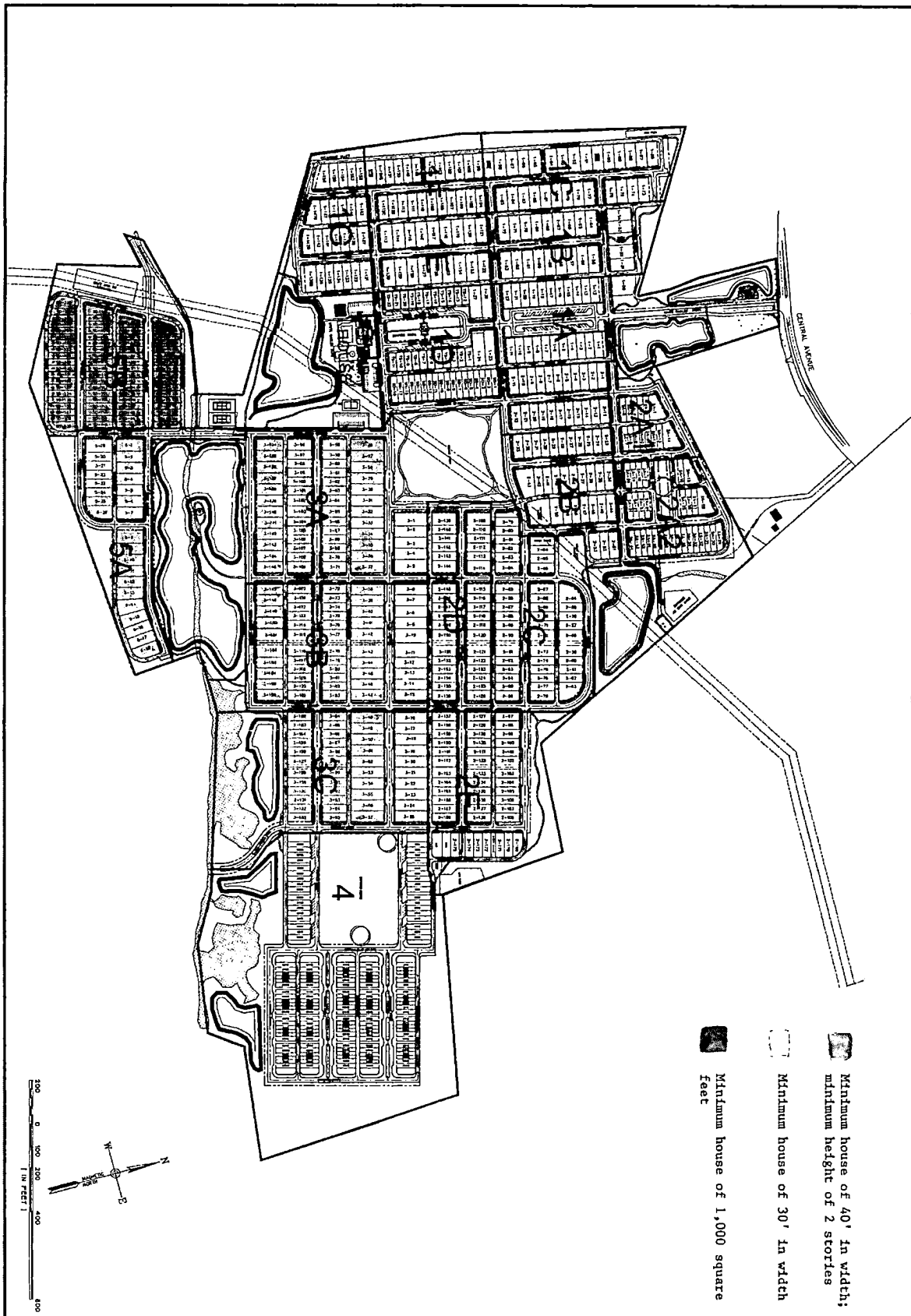
All fences, screening or walls, whether constructed by the Owner or a Builder, shall be kept well repaired and maintained consistent with the Community-Wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall immediately repair or replace the same at the Owner's expense.

### 3. **Retaining Walls.**

Retaining walls are prohibited.

**SCHEDULE 1**

**Attach Minimum House Size Exhibit**



224 Green 1 from One  
Columbia, SC 29204  
(803) 734-2000 FAX (803) 734-2001  
Toll Free 1-800-855-5555  
www.berenyi.com

WHITE GABLES  
SUBDIVISION  
SUMMERVILLE, SOUTH CAROLINA  
DORCHESTER COUNTY

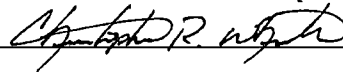
Phase Plan

DATE: November 21, 2008  
DRAWN BY: Ryan A. May, P.E.  
CHECKED BY: [Signature]  
PROJECT NUMBER: 04-281  
DRAWING NUMBER: PH

I, the undersigned, do hereby certify that Architectural Guidelines for White Gables Homeowners Association, Inc., were duly adopted by the Board of Directors thereof, and execute the Architectural Guidelines this 12 day of FEBRUARY, 2019.

FILED/RECORDED  
February 28, 2019  
DORCHESTER COUNTY  
REGISTER OF DEEDS

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.



Printed Name: CHRISTOPHER R. WHITE

Its: President

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

---

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

---



Instrument #: 2019004560

Receipt Number: 60414

Return To: SIMONS & DEAN

Recorded As: MISCELLANEOUS

Recorded On: February 28, 2019

Recorded At: 10:09:01 AM

Received From: SIMONS & DEAN

Recorded By: NW

Parties:

Book/Page: RB 11761: 302 - 307

Direct- WHITE GABLES HOMEOWNERS

Total Pages: 6

Indirect- WHITE GABLES HOMEOWNERS

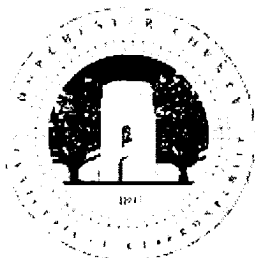
---

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

---

Recording Fee: \$11.00

Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

# WHITE GABLES HOMEOWNERS ASSOCIATION, INC.

## USER RESTRICTIONS

### Declaration of Covenants, Conditions and Restrictions Paragraphs 7.1 - 7.4 BK 2546 PG 295 – 306

This is a reproduction of a portion of the Association's Documents and is provided for quick reference purposes for key issues. Any conflict between the Association's recorded Documents and this abbreviated version, the above-mentioned Documents and Revisions, if any, prevail. Under no circumstances is this to be presented as the complete set of Association Documents.

#### SECTION 7.1 CONFORMITY AND APPROVAL OF STRUCTURES.

No structure, fence, sidewalk, wall, drive or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration.

#### SECTION 7.2 PRIOR REVIEW OF ALL PLANS.

No building, fence, wall, swimming pool or other structure, and no change in topography, landscaping, grading, filling or any other item shall be commenced, erected or maintained upon any portion of the Subdivision, nor shall any exterior addition to or change be made until the plans and specifications showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer.

Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Provided, however, that upon the Developer's selling on One Hundred (100%) Percent of the Lots in the Subdivision, this right of approval shall be transferred to an Architectural Review Board, hereafter known as "ARB", of the Association. Such ARB shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association; provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Subdivision if it so chooses. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought any portion of the Additional Property under the terms of this Declaration.

In the event that the ARB fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provisions of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the ARB may deem sufficient. Neither Developer nor any member of the ARB shall be responsible or liable in any way for any defects in any plans or specifications approved by the ARB, nor for any structural defects in any work done according to such plans and specifications approved by the ARB. Further, neither

Developer nor any member of the ARB shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ARB for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the ARB, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association nor the ARB shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants not for any defects in construction pursuant to such plans and specification. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARB and the Developer harmless for any failure thereof caused by the property owner's architect or builder.

### **SECTION 7.3 OBJECTIVES OF THE ARB**

Architectural and design review shall be directed towards attaining the following objectives for the Property: Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property. Removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms.

Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential Lot and with surrounding residential Lots and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the property's overall appearance, history, and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the Owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on Adjoining or nearby Lots and blend harmoniously with the natural landscape.

Ensuring that any development structure, building or landscaping complies with the provisions of these covenants.

### **SECTION 7.4 FENCES**

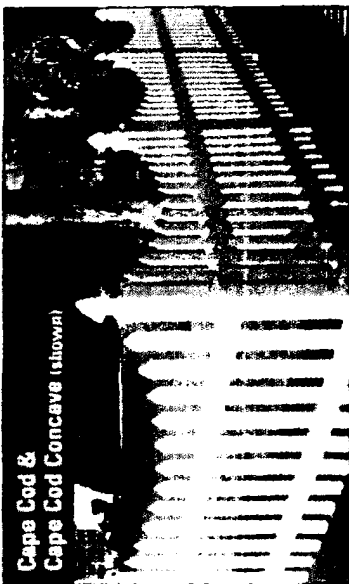
No Fences whatsoever shall be erected or allowed to remain in the subdivision except approved *semi-private* patio fences in rear yards only not exceeding five (5') feet in height, front yard fences not exceeding *thirty six (36")* inches in height and those fences erected by the Developer in Common Areas. All fences shall be set back from Lot lines at such distance as the Developer or ARB in its sole discretion may require. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Developer or ARB, which shall have sole and uncontrolled aesthetic discretion in matters regarding style and materials. Said fences shall be painted white only. No fences shall be permitted which obstruct the view of any stream or other body of water when viewed from inside any adjacent Lot.

### **Additional Guidelines**

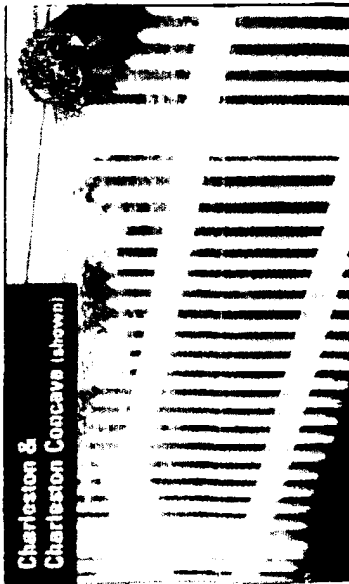
Rear yard fences may not be constructed forward of forty (40) feet from the front property line. Fences may be constructed of wood, painted white or white vinyl.

Traditional

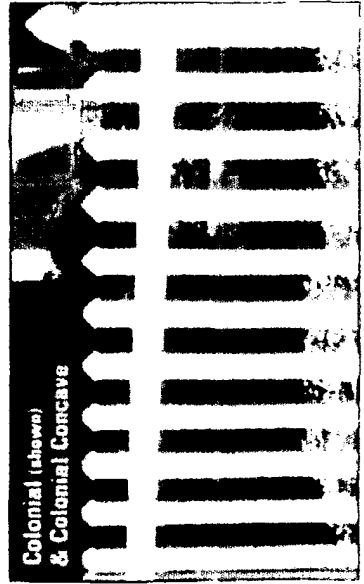
Cape Cod &  
Cape Cod Concave (shown)



Charleston &  
Charleston Concave (shown)



Colonial (shown)  
& Colonial Concave

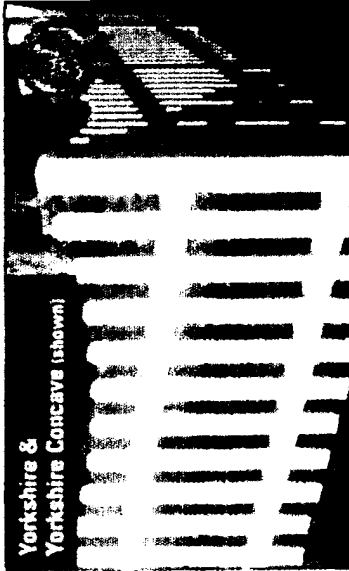


Classic

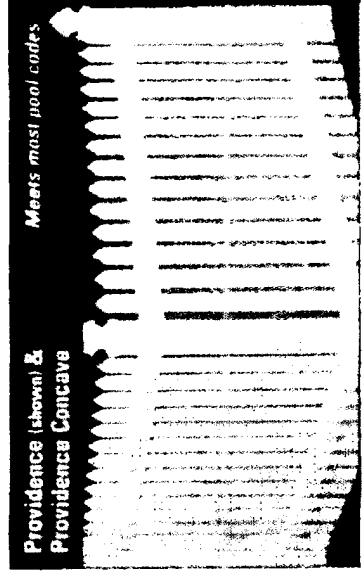
Hudson &  
Hudson Concave (shown)



Yorkshire &  
Yorkshire Concave (shown)

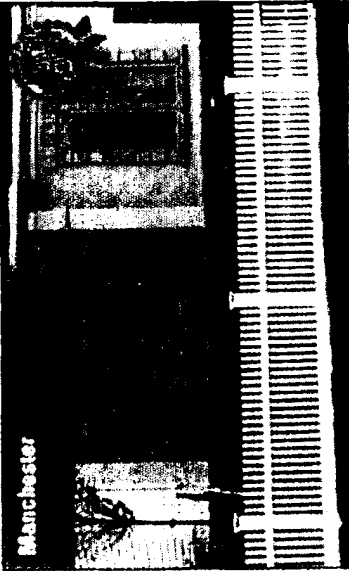


Providence (shown) &  
Providence Concave

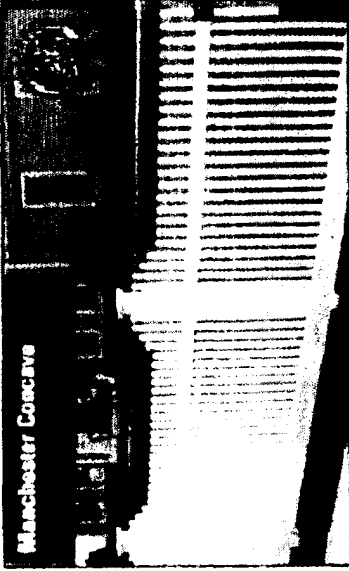


*Meets most pool codes*

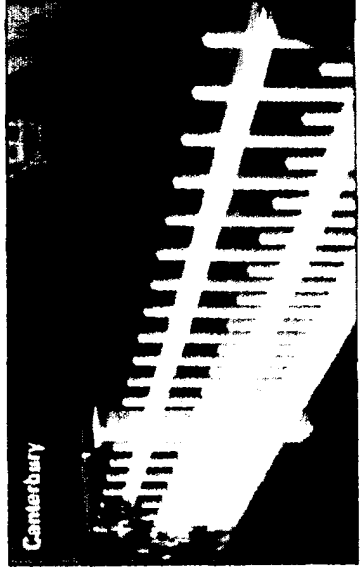
Manchester



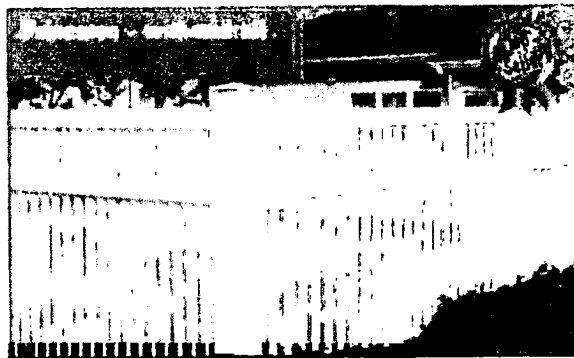
Manchester Concave



Canterbury



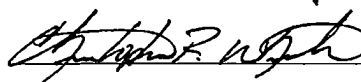
Semi-Private



I, the undersigned, do hereby certify that the User Restrictions for White Gables Homeowners Association, Inc., were duly adopted by the Board of Directors thereof, and execute the User Restrictions this 12 day of FEBRUARY, 2019.

FILED/RECORDED  
February 28, 2019  
DORCHESTER COUNTY  
REGISTER OF DEEDS

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.



Printed Name: CHRISTOPHER R. WHITE

Its: President

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

---

**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***

---



**Instrument #:** 2019004559

**Receipt Number:** 60414

**Return To:** SIMONS & DEAN

**Recorded As:** MISCELLANEOUS

**Recorded On:** February 28, 2019

**Recorded At:** 10:09:00 AM

**Received From:** SIMONS & DEAN

**Recorded By:** NW

**Parties:**

**Book/Page:** RB 11761: 299 - 301

Direct- WHITE GABLES HOMEOWNERS

**Total Pages:** 3

Indirect- WHITE GABLES HOMEOWNERS

---

**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

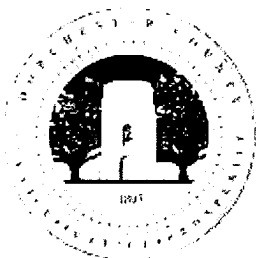
---

**Recording Fee:** \$10.00

**Tax Charge:** \$0.00

*Margaret Bailey*

Margaret Bailey - Register of Deeds



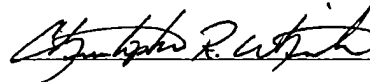
FILED/RECORDED  
February 28, 2019  
DORCHESTER COUNTY  
REGISTER OF DEEDS

**WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.**

**APPROVED EXTERIOR PAINT  
COLORS OF HISTORIC CHARLESTON**

I, the undersigned, do hereby certify that the Colors of Historic Charleston constitute the approved exterior paint for White Gables Homeowners Association, Inc., and were duly adopted by the Board of Directors thereof, and execute the approved exterior paint this 12 day of FEBRUARY, 2019.

WHITE GABLES HOMEOWNERS  
ASSOCIATION, INC.



Printed Name: CHRISTOPHER R. WHITE

Its: President

Return to:  
Simons & Dean  
147 Wappoo Creek Drive, Suite 604  
Charleston, SC 29412

