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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
NOISETTE TOWNS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR NOISETTE TOWNS are made this 19th day of April, 2021 by HUNTER QUINN HOMES, LLC, a Kentucky limited liability company ("Developer"), as the owner of the real property located in North Charleston, South Carolina, as hereinafter defined on Exhibit A (the "Property"), or with the consent of the owners of the Property (or a portion thereof), wishes to provide for the sharing of the joint costs and maintenance of areas of the residential lots, common areas, signage, stormwater facilities, and other areas as provided herein.

WITNESSETH:

WHEREAS, Developer desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions for the Property; and

WHEREAS, Developer has formed or caused to be formed a mutual benefit non-profit corporation, Noisette Towns Homeowners Association, Inc, for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth.

NOW, THEREFORE, Developer, with the consent of the owners of portions of the identified on the signature pages, hereby declares that the Property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter sometimes referred to as the "Declaration") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

(a) "Architectural Control Committee" or "ACC" shall mean the architectural control committee for Noisette Towns. The Architectural Control Committee shall be the Developer until such time as Developer has sold all of the Lots made subject to this Declaration, and then the ACC shall mean the Association (or a committee of the Association).

(b) "Association" shall mean and refer to Noisette Towns Homeowners Association, Inc., a South Carolina mutual benefit nonprofit corporation, its successors and assigns. A copy of the Articles of Incorporation for the Association are attached hereto as Exhibit B and made a part hereof by this reference.

(c) "By-Laws" shall mean the by-laws of the Association attached hereto as Exhibit B and made a part hereof by this reference.

(d) "Developer" shall mean and refer to Hunter Quinn Homes, LLC, its successors, and assigns. Developer shall have the right to assign its rights hereunder to any person or entity by written assignment recorded in the ROD Office for Charleston County. Developer is the Class "B" Member of the Association as defined and discussed in the By-Laws. Upon the conclusion or termination of the Class "B" Member of the Association, then the Board of the Association will have any and all approval rights assumed or granted to the Developer as stated herein.

(e) "Lot" or "Lots" shall mean and refer to the Lots currently existing or to be created by the subdivision of the Property into Lots (and also including any new Lots created by the property line abandonment or property line adjustment of the property lines on such existing Lots), and also including any additional Lots made subject to the terms hereof.

(f) "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, partnerships, corporations or other legal entities, of the fee simple title to any Lot, and such term shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to either foreclosure proceedings or receipt of a deed to a Lot in lieu of foreclosure; nor shall the term "Lot Owner" or "Owner" mean or refer to any lessee or tenant of a Lot Owner or Owner.

(g) "Maintenance Areas" shall also mean and collectively refer to the following areas within the Property which the Association will maintain: (a) signage, (b) all storm water drains, sewers, drainage and/or watershed protection areas or detention or retention ponds, basins or other areas which serve any portion of the Lots regardless of whether the same are located within or outside of a Lot (other than such areas located solely within the boundary lines of any lot or which are maintained by any Governmental Authority), (c) landscaping within a Lot, (d) the roof of each Townhome on a Lot, (e) the exterior of each of the Townhomes, including power washing on an annual basis, and (f) any easements or access ways, walkways and all parks, and gardens and areas and any other areas or improvements which are designated as Common Areas by Developer from time to time. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof.

(h) "Maintenance Easement" shall mean the easement reserved by the Association, Developer, or utility company to enter upon a Lot to maintain the landscaping, perform exterior maintenance on the roof (including its repair and replacement), and to access any meters, drainage easement, or sewer and water line within a Lot as well as an easement over.

(i) "Member" shall mean and refer to all those Lot Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(j) "Property" or "Properties" shall mean and refer to the real property described on Exhibit A hereof.

(k) "Resident" shall mean any natural person who occupies, resides or lives in a Townhouse under the terms of a lease or other agreement whether such natural person constitutes the Owner of such Townhouse or the guest of an Owner or Resident and shall include all tenants, agents, servants, employees, independent contractors, invitees and any other natural persons who occupy, reside or live in any Townhouse. All actions or admissions of any Resident are and shall be deemed the actions and admissions of the Owner of such Townhouse.

(l) "Rules and Regulations" shall mean those rules, regulations, compliance guidelines and other matters concerning the use of the Common Area, ownership and use of the Lots and Townhouses, and other matters as may be promulgated and amended from time to time by the Board of Directors.

(m) "Townhome" or "Townhouse" shall mean any duplex, triplex, quadruplex housing units or other attached housing units constructed or to be constructed on a Lot.

ARTICLE II PROPERTY AND PROPERTY RIGHTS

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, to be known as Noisette Towns, and as more particularly described in Exhibit A attached hereto and by reference incorporated herein.

Section 2. Development of Property. Developer reserves the right to complete construction of Townhomes on the Property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Developer (so long as it holds title to at least one Lot) and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject by this Declaration to assessment by the Association shall be a Member of the Association; provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association.

Section 2. Voting Rights. Voting rights of the Members shall be as set forth in the By-Laws, attached hereto as Exhibit B.

Section 3. Members Easements of Enjoyment. Subject to the provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Areas, if any. Such easement shall (subject to the provisions hereof and the By-Laws) be appurtenant to and shall pass with the title of every Lot, and shall be deemed a perpetual, transmissible, commercial easement essential to the enjoyment of the title to each Lot.

Section 4. Title to Common Area. Developer will convey the legal title to any Common Areas within the Property to the Association free and clear of all liens.

Section 5. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;

(b) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of easement and other rights of any Member for any period during which any assessments remain unpaid and for any period not to exceed thirty (30) days for any infraction of the Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(c) The right of the Developer and the Association to charge reasonable admission, guest and other fees for the use of a Common Area, as applicable, and/or the facilities therein;

(d) The right of the Developer and the Association to dedicate or transfer to any public or private utility or to any governmental entity, utility, cable, sewer or drainage easements on any Common Area or part thereof; and

(e) The right of the Association to give or sell all or any part of the Common Area, including leasehold interests, to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of three-fourths (3/4) of the vote at a duly called meeting of the Members of the Association pursuant to the Bylaws and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting any Common Areas, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE IV RESERVED EASEMENTS

Section 1. Ingress/Egress and Utilities. Developer hereby reserves an easement for ingress/egress and utilities across the Property for the subdivision, development and sale of the Lots.

Section 2. Drainage. Developer reserves for the benefit of the Property a right for drainage and use of any existing stormwater drainage facilities.

Section 3. Grant of Easements to Owners.

(a) Subject to the rights reserved by the Developer, Developer hereby grants to each Owner and Resident the non-exclusive right, privilege and easement of access to and the use and enjoyment of any Common Areas in common with Developer, its successors and assigns. Subject to the terms and provisions hereof, the easement and rights granted pursuant to this section are and shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with title to each Lot or with any agreement signed regarding any Lot. The easement and rights granted pursuant to this section may not be severed, transferred, assigned or otherwise alienated, separate or apart from a Lot;

(b) Developer does hereby establish and reserve for itself, its agents, employees, representatives, invitees, successors and assigns, the rights, privileges and easements of access to and the use and enjoyment of any and all Common Areas.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) monthly general assessments (however, as noted below the Board may provide that assessments be paid semi-monthly, quarterly or monthly) and (2) special assessments for the purposes set forth in Section 4 of this Article; both such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on each Lot so assessed at the time a Lot is owned by a person or entity other than the Developer. Assessments, together with such interest thereon and cost of collection therefor as hereinafter provided, shall also be the personal obligation of the person who was the Owner(s) of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all Co-Owners of the Lot shall be jointly and severally liable for the entire amount of the assessment.

Lots owned by persons or entities other than the Developer will be subject to terms of this Declaration and required to pay Assessments beginning on the date of their acquisition of a Townhome.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the funding of the following for the benefit of the Maintenance Areas and the Property:

(a) The landscaping and maintaining of the Common Areas, including but not limited to the payment of taxes and insurance thereon as well as repair, replacement, and additions thereto and to provide for replacement reserves for all improvements.

(b) The power washing of the exterior of the Homehomes on a regular basis (at least annually).

(c) The landscaping of the exterior areas of the Lots; however, the Association shall not be responsible for maintaining any landscaping installed by a Lot Owner within the footprint of its Lot or within any fenced areas.

(d) To repair, maintain and replace the Signage for the Noisette Towns community.

(e) To maintain the storm water detention system for the benefit of the Property and the Lots, if applicable.

(f) To fund recreational and other activities for the enjoyment and benefit of the Owners, and to fund other activities deemed reasonable and appropriate to maintain or enhance the value of the Townhomes within the Property.

(g) To pay for the administration of the Association and other matters as determined by the Board of Directors in accordance with the Bylaws, including hiring a property management company and other professionals for the performance of the obligations of the Association hereunder.

(h) To maintain the roofs of the Townhomes constructed on the Property. The Association shall also create and provide for a reserve for the repair and replacement of the roofs on the Townhomes.

(i) To maintain the exterior of each of the Townhomes, including, the upkeep, repair, replacement, and repainting, as is necessary and appropriate. The Association shall also create and provide for a reserve for the upkeep, repair, replacement, and repainting of the exterior of each of the Townhomes.

(j) To pay for insurance for the activities of the Association, including directors' and officers' liability insurance and for other insurance coverage deemed necessary and appropriate by the Association.

Section 3. Monthly Assessment. The assessments shall commence upon the above stated date and be subject to change as provided herein. The initial monthly assessments for a Lot shall be One Hundred Ninety and no/100 (\$190.00) Dollars per month.

The Board of Directors shall determine the amount of the monthly assessments based on the current maintenance costs and future needs of the Association; however, the monthly assessments shall not be increased by more than fifteen (15%) percent over the assessments for the previous calendar year without a vote of two-thirds (2/3) of the Owners who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Capital Fund Contribution. Upon the sale of a Lot by the Developer or the resale of a Lot by any Lot Owner, then the purchaser of such Lot shall pay to the Association a capital contribution ("Capital Contribution"). Initially, the Capital Contribution shall be Four Hundred Fifty (\$450). The Capital Contribution shall be collected at the time of closing of the sale of a Lot and delivered to the Association within ten (10) days thereafter. A Lot's Capital

Contribution shall not be considered as advance payment of Assessments and shall be used by the Association for the purposes and expenses deemed necessary and appropriate by it. The Association has the ability to modify or adjust the amount to be paid as the Capital Contribution at any time.

Section 5. Special Assessments for Improvements and Additions. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any Maintenance Area, provided that any such assessment in excess of One Thousand and no/100 (\$1,000.00) Dollars per Lot in any one year shall require the assent of a majority of the votes of the Members of the Association at a duly called meeting of its Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. All notice and quorum requirements shall be as set forth in the By-Laws attached hereto as Exhibit B and incorporated herein by this reference.

Section 7. Assessment Due Dates. The assessments for each month shall become due and payable on the first day of each month and shall be delinquent and subject to collection and other action by the Association in the manner stated herein thereafter.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period and shall, at that time, prepare a roster of the Lots included with the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner.

Written notice of the assessment shall be sent to every Lot Owner subject thereto. The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment is not paid on the date when due (being the date specified in Sections 4 and 6 hereof), then such assessment shall become delinquent and shall (together with interest thereon at the judgment rate and cost of collection as hereinafter provided) become a charge and continuing lien on the assessed Owner's Lot and all improvements thereon, against which each such assessment is made and shall pass as an obligation to the Owner's successors in title.

Any assessment not paid within fifteen (15) days of the due date shall be subject to a late fee of greater of \$50 and ten (10%) percent of the amount of the assessment. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late fee of the greater of \$100 and twenty (20%) percent of the amount of the assessment; in addition, the Association may bring an action at law against the Owner personally obligated to pay the same and also file a lien against the Lot for the outstanding assessment amount plus interest, late fees, filing fees, and reasonable attorney's fees of any such action. The Association shall be entitled to add to the amount of such assessment all late fees, interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the due date and accruing until the date of collection. In the event a judgment is obtained for the assessments, then such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

No Owner may waive or otherwise be relieved of the responsibility and liability for the payment of the assessments provided for herein by nonuse of the Common Areas or abandonment of a Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. Any portion of the Property, including any Lots, owned by the Developer, by the Association or a governmental entity shall be exempted from the assessment charge and lien created herein.

ARTICLE VI RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property;

Section 1. Use Restrictions. Except as otherwise provided to the contrary in this Section, each Lot shall be used for residential purposes only. No trade or business may be carried on in or from any Lot or Townhouse; provided, however, that the use of any portion of a Townhouse as an office by a Resident shall not be considered a violation of this Declaration if such use does not create regular customer, client or employee traffic. The leasing or rental of a Townhouse for residential purposes shall not be considered a violation of this covenant. Notwithstanding anything provided in this Declaration to the contrary, no sheds, detached structures, pools, greenhouses, playhouses, guest or other outbuildings shall be constructed, installed, located, placed, operated or maintained on any Lot.

Section 2. Plan Approval. No improvements of any nature whatsoever shall be done to any Lot or Townhouse unless such improvements have been approved by Developer or the ACC.

Section 3. Underground Utilities. All utility lines, pipes, conduits and wiring for electrical gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground, to the extent possible.

Section 4. Landscaping and Trees.

(a) Any landscaping which any Owner or Resident desires to construct, install, place or maintain on or within any Lot must be approved by Developer or the ACC, which approval may be granted or denied in their sole and absolute discretion. In the event the Developer or ACC authorizes any Owner or Resident to install, construct, place or otherwise maintain additional landscaping on the Lot of such Owner or Resident, then the Owner and Resident of such Lot shall be solely responsible for maintaining the same and such additional landscaping shall not constitute part of the responsibilities of Developer or the Association. Furthermore, each Owner and Resident does hereby waive, release and forever discharge Developer and the ACC, and their agents, employees, personal representatives and independent contractors from and against any and all damage, loss, liability, claim or expense suffered, paid or incurred by any Owner or Resident as a result of any damage to or destruction of any additional landscaping installed on any Lot by any Owner or Resident. The provisions of this Section shall also be applicable to any vegetable, herb or similar gardens or plants which Owner or Resident desires to plant or maintain within any Lot. Any such vegetable, herb or similar gardens or plants shall be located only in such areas on a Lot as may be approved by Developer or the ACC;

(b) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or sidewalks or to otherwise impede or limit access to the same. No bird baths, fountains, reflectors, flag poles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures and accessories shall be placed or installed on or within the front or side yards of any Lot or which would be visible from any roadway within or adjacent to the Property; and

(c) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) can be placed on a property no earlier than forty-five (45) days prior to a holiday, and shall be promptly removed from each Lot or Townhouse no later than fourteen (14) days after such holiday passes. Developer and the Association may in their discretion require an Owner or Resident to remove decorations if considered excessive or inappropriate.

Section 5. Exterior Materials and Finishes. All Townhouses built on the Lots after the recording date of this Declaration shall be constructed in accordance with Developer's pre-approved plan. All exterior building material finishes and exterior colors for any Townhouse must be approved by Developer. Metal flashing, valleys, vents and gutters installed on a Townhouse shall be painted to blend with the color of the exterior materials to which it is adhered or installed and the Owner shall be solely responsible for such additions to the Townhome.

Section 6. Exterior Painting and Roofing; Heating/Air Units.

(a) The exterior colors of all Townhouses, including all painted surfaces for exterior doors, window shutters, cornices, eaves and gables, must be approved by Developer. No

Owner or Resident may repaint any of the exterior portions of any Townhouse or any other improvements on a Lot without the express prior written consent of Developer.

(b) No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Townhouse. All plumbing and heating vents, stacks and other projections of any nature on the roof shall (i) be painted a similar color as the roof shingles used for such Townhouse and (ii) to the extent practicable, not be visible from any roadways. No projections of any type shall be placed or permitted to remain above the roof of any Townhouse.

Section 7. Exterior Lighting. All exterior lighting for any Townhouse, including, without limitation, free standing lighting, accent lighting and utility (e.g., flood) lighting, must be approved by Developer. The Owner or Resident of each Townhouse shall be responsible for maintaining and replacing all exterior lighting on the Townhouse or Lot of such Owner or Resident.

Section 8. Parking. Parking shall only be in the designated parking areas on a Lot.

Section 9. Fences.

(a) No fences of any kind or material shall be permitted within the Property, except for fences erected by the Developer or ACC and any fences approved by the Developer or ACC.

(b) Notwithstanding anything provided in this Declaration to the contrary, in the event Developer approves the construction or installation of any fence on any Lot, then the Owner and Resident of such Lot shall be responsible for maintaining the same in good condition and repair at all times and the maintenance thereof shall not constitute part of the Developer obligations with regard to maintenance. In addition, an Owner shall be solely responsible for the landscaping and maintenance of any areas within the Lot enclosed by a fence.

Section 10. Windows, Window Treatments and Doors.

(a) Reflective glass shall not be permitted on the exterior of any Townhouse. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments. Developer may adopt guidelines for the specific types of windows, including, without limitation, the materials to be used, for any and all exterior windows on any Townhouse; and

(b) Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen doors shall not be used on the front of any Townhouse. Except for one (1) single-glass (i.e., storm) door which, with Developer's approval, may be maintained on the front door of a Townhouse, no aluminum or metal doors with glass fronts shall be allowed on the front of any Townhouse. All exterior doors on any Townhouse must be approved by Developer as to style, materials used, color, size and types of door hardware to be utilized. All doors, whether single-glass (i.e., storm) or otherwise, to each Townhouse shall be maintained by the Owner or Resident of such Townhouse.

Section 11. Mail Kiosk. Developer will provide a kiosk or a community mail center for a group of Lots which will be conveyed or dedicated to the Association. Any Lots made subject to the terms of the Declaration which have pre-existing mailboxes as permitted United States Postal Services ("USPS") will be permitted to retain such individual mailboxes; however, such mailboxes shall contain only the numbering approved by the USPS and will be subject to the approval of the Developer.

Section 12. HVAC Equipment. HVAC equipment shall be screened and such screening shall be maintained by the Lot Owner. Window units are permitted for temporary use (not to exceed 8 weeks in any 12-month period) and only in the event that the HVAC equipment serving the Townhome is being repaired or replaced; however, with the written consent of the Board and due to an extenuating circumstance (e.g. parts unavailable), then a window unit may be permitted for an additional time period.

Section 13. Satellite Dishes and Antennae. No radio antennae, radio receiver or other similar device or aerial, including citizen's band (i.e., "CB") radio and other short-wave radios antennae or aerials shall be attached to or installed on any Lot or Townhouse. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from or be received by any Lot or Townhouse which may interfere with any (1) emergency response system for the Property or (2) reception of radio or television signals within the Property or any other real property situated in close proximity to the Property. Small satellite dishes are permitted subject to the approval of the ACC and to the maximum extent screened from view from the street. If this restriction violates any federal law or regulation, the federal law or regulation shall prevail.

Section 14. Outdoor Furniture, Clotheslines and Crafts.

(a) Unless otherwise specifically approved by Developer or the ACC, any yard (exterior) furniture placed, kept, installed, maintained or located in or on any Lot shall, to the greatest extent practicable, be located so that the same will not be visible from any roadways within or adjacent to the Property. No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be allowed outside any Townhouse. Any yard (exterior) furniture which Developer has authorized on a Lot must be maintained in good conditions and repair at all times by the Owner or Resident of such Lot or Townhouse;

(b) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot. Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Townhouse but shall not be used within any screen porch area. No barbecue pits, exterior fire pits or fireplaces, playground equipment, basketball, volleyball and/or soccer goals, trampolines or similar outdoor sports, recreational or other types of fitness equipment will be permitted on any Lot;

(c) Bird feeders, wood carvings, plaques and other types of home crafts shall not be permitted in the front or side yards of any Lot nor shall any of the foregoing items be attached to the front or side of any Townhouse. All bird feeders, wood carvings, plaques and other types of home crafts shall be located only at the rear of a Townhouse and shall not be visible from any roadways within or adjacent to the Property; and

- (d) Arbors, gazebos and decks will not be allowed on a Lot.

Section 15. Pets and Animals. No animals, reptiles, livestock, birds or poultry of any kind shall be kept, raised or bred by any Owner or Resident upon or within any Lot or Townhouse; provided, however, that not more than two (2) dogs, cats or birds (or any combination) may be kept and maintained on a Lot or within a Townhouse so long as they are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs, dog pens and other confined areas and spaces) shall be located on the property unless approved by the ACC as to location, material used and color. Dogs and cats shall not be allowed to roam unattended within the Common Area and shall be under leash at all times when outside of the Townhouse. Pets shall not be permitted to leave excrement on the Lot of any other Owner or Resident or within any Common Areas, the Roads or on any other portion of the Property and the Owner of such pet shall immediately remove the same. Each Owner or Resident shall be liable to Developer for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Resident.

Section 16. Trash, Rubbish and Nuisances. No trash, garbage, rubbish or debris of any kinds shall be dumped, placed or permitted to accumulate upon any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within the Property or any other real property in close proximity to the Property. Noxious or offensive activities shall not be carried on in or from any Lot or in any part of the Common Areas, and each Owner and Resident shall refrain from any act or use which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or Townhouse. Any Owner or Resident who dumps, places or allows trash or debris to accumulate on such Owner's or Resident's Lot or on any other portion of the Property shall be liable to Developer for all costs incurred by Developer to remove the same.

Section 17. Recreational Vehicles, Machinery, and Equipment.

(a) Mobile homes, motor homes, travel trailers, trailers of any kinds, campers, vans, motorized carts (whether electric, battery, solar or powered by any other means), all-terrain vehicles, tractors, tools, construction machinery and equipment of any type of nature, and machinery, motorcycles, lawnmowers, or equipment shall not be permitted, stored or allowed to remain on Lot unless the same is placed, stored and maintained within the fenced rear yard, if applicable, and in all events must be kept out of sight except when in use.

(b) No bicycles, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles shall be permitted stored or allowed to remain on any Lot.

(c) No Owner or Resident shall repair or restore any vehicle, machinery or equipment of any kind upon or within any parking area or within any portion of Lot, except for

emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Lot. Inoperable vehicles are prohibited.

Section 18. Signage. Except for signage erected, placed or maintained by Developer within a Lot, Property or Common Areas, and "for sale" or "for lease" signs, not to exceed four (4) square feet, no signs or advertising posters of any kind, including, without limitation, political/campaign signs and posters, home improvement signs, garage sale signs or any other types of signs, or any banners, flags or advertising posters, shall be maintained or permitted within any windows of any Townhouse or on the exterior of any Lot or Townhouse or elsewhere on any portion of the Property or the Common Areas.

Section 19. Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, treehouse or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing shall not be deemed to prohibit: (a) temporary structures for social functions as may be permitted by the Developer or the Board of Directors; and (b) construction trailers and/or sales offices of Developer.

Section 20. Construction of Improvements.

(a) During the construction of any improvements on a Lot, (i) such Lot shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any roadways within or adjacent to the Property, and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside of the Property at least weekly. No used construction materials shall be buried on or beneath any lot or on any other portion of the Property or any of the Common Areas. No Owner or Resident shall allow dirt, mud, gravel or other substances to collect or remain on any roadways within or adjacent to the Property. Each Owner or Resident and each Owner's contractor, subcontractors, laborers and suppliers shall cause all dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of improvements on a Lot prior to such vehicles traveling on any roadways within or adjacent to the Property;

(b) Upon completion of construction of any improvements on a Lot, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot; and

(c) All Townhouses and any other improvements to be constructed on a Lot shall comply with all applicable laws, ordinances, rules, regulations and zoning and building code requirements of the applicable governmental authorities.

Section 21. Soil Erosion and Drainage. Each Owner or Resident shall provide and maintain on his or her Lot adequate soil erosion measures and drainage facilities to accommodate any storm water runoff resulting from any improvements being or having been constructed on the Lot. Each Owner shall also insure that his or her Lot and any improvements thereto are at all times in strict compliance with: (a) all soil erosion protection requirements of all applicable Governmental Authorities; (b) all storm water drainage and runoff requirements and regulations of

all applicable governmental authorities; and (c) all other statutes, ordinances, codes, laws, permits, legislation, rules, regulations, requirements and rulings on any Governmental Authorities. Each Owner or Resident, by acceptance of a deed or Agreement to his or her Lot or Townhouse, shall and does hereby indemnify, defend and agree to hold Developer, and their agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, and any other amounts suffered, paid or incurred by Developer and its agents, employees, officers, directors, shareholders and members, managers and representatives in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any such person may be made a party by reason of the breach by such invitees) of any of the terms and provisions hereof.

Section 22. Compliance with governmental regulations. Each Owner and Resident shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the governmental authorities.

Section 23. Additional Regulations. In addition to the restrictions set forth in this Declaration, Developer shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend Rules and Regulations as Developer, in its sole discretion, determines to be in the best interests of all Owners and Residents, which Rules and Regulations shall be binding on all Owners and Residents. The Rules and Regulations will be promulgated and made available to Owners by the Developer or the Board of Directors, as applicable, in a manner compliant with South Carolina Homeowners Association Act a/k/a Section 27-30-110 et seq. of the South Carolina Code of Laws (1976) enacted on May 17, 2018 (the "SCHA Act").

Section 24. Variances. Developer, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of this Declaration and this Section with respect to any Lot or Townhouse. Any variance request submitted to Developer shall be in writing and, upon approval of the same by Developer, shall be evidenced by a written variance executed by Developer.

Section 25. Enforcement and Remedies. In the event any of the provisions of this Article are breached or are not otherwise being complied with in all aspects by any Owners or Resident or any of their respective guests following five (5) days written notice of such breach or noncompliance, then Developer shall have the right, at its option, to (a) enjoin such violation or noncompliance and/or (b) through its designated agents, employees, representatives and independent contractors, enter upon such Lot or Townhouse and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by Developer in enforcing any of the provisions of this Declaration, including, without limitation, attorneys' fees and expenses, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by Developer in connection therewith. In addition, the Association may assess a fine for payment by such Owner or Resident who has violated or breached any of the provisions of this Declaration, which fine will constitute an Individual Assessment to such Owner or Resident pursuant to the Section below and be subject to foreclosure and the filing a lien on the Lot owned by such Owner. Notwithstanding anything provided herein to the contrary, the rights and remedies of Developer set

forth herein shall not be deemed exclusive of any other rights and remedies which Developer may exercise at law or in equity or any of the enforcement rights specified in this Declaration. The Association has the ability to determine, modify and adjust the appropriate amount of the fine for violations of the terms of this Declaration and any Rules or Regulations of the Association.

Section 26. Assignment of Approval Rights. Developer hereby assigns to the Association and the ACC the approval rights reserved by the Developer as stated herein upon the sale of all of the Lots made subject to this Declaration. Notwithstanding the preceding, the Developer may at any time assign its approval rights provided herein to the Association and ACC by a written assignment of such rights.

Section 27. Review and Approval of Plans and Landscape Plans. No landscaping, grading, filling, building, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any Lot, nor shall hurricane protection shutters or devices, exterior painting or any addition to or alteration therein be made until the plans and specifications showing the grading, filling, nature, kind, shape, height, color, materials, size, and location of the same shall have been submitted to the ACC and approved, in writing, as to all such elements in relation to surrounding structures and topography, by the ACC. Neither Developer nor any member of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the Developer or ACC, nor for any structural defects in any work done according to such plans and specifications approved by the Developer or ACC. Further, neither Developer nor any member of the ACC shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner of a Lot 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 ACC 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 ACC, to recover for any such damage. The decision of the Developer or ACC shall be final and binding in all respects.

Section 28. Townhouses.

(a) Each Townhouse shall be maintained as it is currently built or to be built and situated on such Lot. No sunrooms, enclosed porches, pet runs, patio, or patio enclosure or other additions to the Townhouses located upon the Lot shall be made unless approved in writing by the ACC. All such additions must fit within the Lot and not encroach upon any adjoining Lots or in any Common Areas.

(b) In the event a Lot Owner fails to maintain the Townhouse such that it would decrease the value of adjoining properties or the Noisette Towns community, then the Association shall have a right to enter upon a Lot in order to make repairs and thereafter place a lien upon the Lot for the cost of repairs and maintenance as well as any attorney's fees and the cost of enforcement. Prior to the Association entering a Lot to make repairs to a Townhouse, the Board of Directors shall provide for a notice and hearing process in order to try to resolve such issues prior to the Association making repairs and assessing a lien.

(c) There is hereby reserved for each Townhouse an easement for portions of the building and the eaves to encroach not more than three (3') feet upon any adjoining Lot or common area, together with an easement across any adjoining Lot and common areas as may be reasonably necessary for repairs and maintenance to the Townhouse. If the Owner fails to maintain the Townhouse, the Association shall have an easement to enter the Lot to make repairs.

Section 29. Completion of Construction. The ACC shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any reconstruction not completed within customary building time.

Section 30. Offensive Activities. No illegal activities shall be carried on upon any Lot. In addition, any activities which emit foul or obnoxious odors or create noise (including the discharge of any radio, loudspeaker, horn, whistle, bell, amplifier or other sound device) or other conditions which tend to disturb the peace or threaten the safety of other persons living on other Lots are prohibited. However, alarm devices used exclusively for safety or security purposes which shut off automatically are permitted.

Section 31. Garbage Receptacles. All garbage and waste receptacles shall be in such areas as are designated by the Developer or the ACC. No Lot Owner shall be permitted to place any waste in any common receptacle other than normal waste generated from household usage.

Section 32. Rules and Regulations. The Board of Directors shall have the right to publish and amend from time to time such additional Rules and Regulations and a notice and hearing process as necessary to govern the use of Lots and any Common Areas. A copy of the initial Rules and Regulations and all amendments shall be kept by the Secretary of the Association and published in a manner compliant with the SCHa Act.

ARTICLE VII EXTERIOR MAINTENANCE AND SEWER AND WATER SYSTEM MAINTENANCE

Section 1. Maintenance. Each Lot Owner shall be responsible for maintaining the shutters, windows, window casing, and doors of its Townhouse. Except in the event of negligent, reckless, or intentional damage to the roof or any other exterior portions of the Townhouse located upon the Lot, then the Association will be responsible for the maintenance, repair, upkeep and replacement of the roof and the other exterior portions of the Townhouse, and the costs incurred by the Association are included in the Maintenance Expenses.

Section 2. Windows. The type of blinds or window treatment that can be seen from the exterior shall be subject to review and approval by the ACC as to the color and design.

Section 3. Roof. The roofs shall be maintained by the Association as provided above.

Section 4. Doors. No change in the design or type of an exterior door shall be made without the approval of the ACC. The exterior of an exterior door and replacement of such door shall be the responsibility of the Lot Owner.

Section 5. Sewer, Water, and Utility Lines. All sewer, water and utility lines, up to the meter, shall be maintained by the Association or the utility providing the service. All sewer, water and utility lines which service only the Lot or the Townhouse located upon the Lot shall be the responsibility of the Lot Owner. Any Lot Owner which causes any sewer line to be clogged shall be responsible for the repair.

ARTICLE VIII
MODEL HOMES, SALES OFFICE AND MANAGEMENT

So long as Developer owns a Lot, Developer shall have the right to maintain model homes for sales purposes notwithstanding any restrictions contained herein and shall have the right to maintain a sales office on a Lot.

ARTICLE IX
INSURANCE

Section 1. Association Insurance. The Association shall keep any Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association will be deemed a Common Expenses and included in the Monthly Assessments charged by the Association.

Section 2. Lot Owner Insurance. By virtue of taking title to a Lot, each Lot Owner covenants and agrees with all other Lots Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, and also including flood insurance. Further each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his or her Lot, the Lot Owner shall proceed promptly to repair or to reconstruct the damaged improvement, structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with the terms hereof. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Lot Owner shall pay any costs which are not covered by insurance proceeds.

Upon request by the Association, a Lot Owner shall provide to the Association evidence that the Lot is insured for its full replacement cost in accordance with the terms hereof.

ARTICLE X
GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when personally delivered and/or mailed, postpaid, to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing. Notice to one of two or more Lot Owners of a Lot shall constitute notice to all such Lot Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 2. Enforcement. Enforcement of this Declaration may be made by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction either to restrain violation or to recover damages, and against the Lot Owner's Lot to enforce any lien created by this Declaration; and failure by the Association or any Lot Owner or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In the event the Association is required to engage an attorney, whether or not suit is brought to enforce any covenant, it shall be entitled to recover all costs and expenses including reasonable attorney's fees.

Section 3. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions which are hereby declared to be severable and which remain in full force and effect.

Section 4. Amendment. So long as Developer owns a Lot subject to the terms of this Declaration and such amendment does not substantially impair the rights of the Members, then Developer shall have the right to amend unilaterally this Declaration for any purpose. In addition, Developer shall have the right to amend unilaterally the terms of this Declaration at any time so to comply with the requirements of any governmental agency.

In addition, this Declaration may be amended at any time by an instrument signed by the President and Secretary of the Association based upon a vote held at any annual or special meeting at which the Amendment was approved in person or by proxy by not less than seventy percent (70%) of the Lot Owners. Any amendment must be in writing and recorded with Charleston County ROD.


Section 5. Supplement. Until December 31, 2045, Developer shall have the right to supplement unilaterally this Declaration for the purpose of making additional land subject to the terms hereof. A Supplemental Declaration annexing additional property to the terms of this Declaration need only be executed by the Developer and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its members.

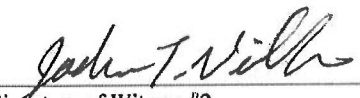
Section 6. Term. The covenants and restrictions of this Declaration shall run with and bind the Property described herein for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated by the written consent of 100% of the Lot Owners.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Restrictions and Easements for Noisette Towns to be executed on the day and year first above written.

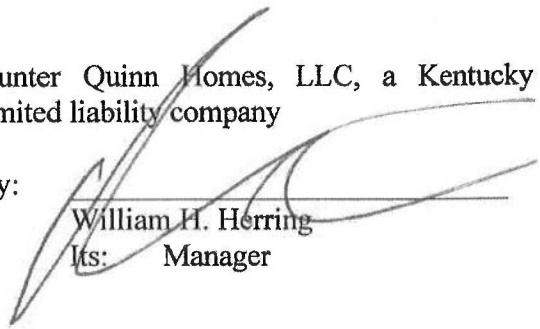
WITNESSES:


Signature of Witness #1


Signature of Witness #2

Hunter Quinn Homes, LLC, a Kentucky
limited liability company

By:



William H. Herring
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, certify that Hunter Quinn Homes, LLC, a Kentucky limited liability company, by William H. Herring, its Manager, personally came before me this day and acknowledged the execution of the foregoing document.

This 19 day of April, 2021.


Notary Public for South Carolina
My commission expires: 12-7-2030

SEAL OF NOTARY

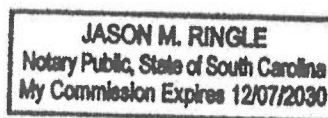


EXHIBIT A
Legal Description

Building A.

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in North Charleston, Charleston County, and State of South Carolina, being shown and identified as "Lot 1", "Lot 2", "Lot 3", "Lot 4" and "Lot 5" on a plat entitled "Subdivision Plat Showing the Subdivision of TMS 470-14-00-197, 0.461 acres, Into Lots 1 Thru 5, All Property of Hunter Quinn Homes, LLC, Located In The City of North Charleston, Charleston County, South Carolina" dated September 23, 2020, and prepared by Richard A. Aldrige, P.L.S. 20854 of Parker Land Surveying, LLC and recorded in the Charleston Register of Deeds Office in Plat Cabinet L20, Page 0412 on November 9, 2020.

Lot 1	TMS # 470-14-00-197	1820 Orangeburg Street
Lot 2	TMS # 470-14-00-283	1818 Orangeburg Street
Lot 3	TMS # 470-14-00-284	1816 Orangeburg Street
Lot 4	TMS # 470-14-00-285	1814 Orangeburg Street
Lot 5	TMS # 470-14-00-286	1812 Orangeburg Street

AND ALSO INCLUDING

Building B.

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in North Charleston, Charleston County, and State of South Carolina, being shown and identified as "Lot 1", "Lot 2", "Lot 3", and "Lot 4" on a plat entitled "Subdivision Plat Showing the Subdivision of TMS 470-14-00-273 0.360 acres, Into Lots 1 Thru 4, All Property of Hunter Quinn Homes, LLC, Located In The City of North Charleston, Charleston County, South Carolina" dated September 23, 2020, and prepared by Richard A. Aldrige, P.L.S. 20854 of Parker Land Surveying, LLC and recorded in the Charleston Register of Deeds Office in Plat Cabinet L20, Page 0411 on November 9, 2020.

Lot 1	TMS # 470-14-00-273	1810 Orangeburg Street
Lot 2	TMS # 470-14-00-280	1808 Orangeburg Street
Lot 3	TMS # 470-14-00-281	1806 Orangeburg Street
Lot 4	TMS # 470-14-00-282	1804 Orangeburg Street

AND ALSO INCLUDING

Building C.

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in North Charleston, Charleston County, and State of South Carolina, being shown and identified as "Lot 1", "Lot 2", "Lot 3", "Lot 4", "Lot 5", "Lot 6", and "Lot 7" on a plat entitled "Subdivision Plat Showing the Subdivision of TMS 470-14-00-195 To Create Lots 1 Thru 7, 0.623 acres, All Property of Hunter Quinn Homes, LLC, Located In The City of North Charleston, Charleston County, South Carolina" dated September 23, 2020, and prepared by Richard A. Aldrige, P.L.S. 20854 of Parker Land Surveying, LLC and recorded in the Charleston Register of Deeds Office in Plat Cabinet L20, Page 0388 on October 21, 2020.

Lot 1	TMS # 470-14-00-195	4057 S. Rhett Avenue
Lot 2	TMS # 470-14-00-274	4059 S. Rhett Avenue
Lot 3	TMS # 470-14-00-275	4061 S. Rhett Avenue
Lot 4	TMS # 470-14-00-276	4063 S. Rhett Avenue
Lot 5	TMS # 470-14-00-277	4065 S. Rhett Avenue
Lot 6	TMS # 470-14-00-278	4067 S. Rhett Avenue
Lot 7	TMS # 470-14-00-279	4069 S. Rhett Avenue

AND ALSO INCLUDING

Building D.

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in North Charleston, Charleston County, and State of South Carolina, being shown and identified as "Lot 1", "Lot 2", "Lot 3", and "Lot 4" on a plat entitled "Subdivision Plat Showing the Subdivision of TMS 470-15-00-009, Into Lots 1 Thru 4, 0.338 Acres, All Property of Hunter Quinn Homes, LLC, Located In The City of North Charleston, Charleston County, South Carolina" dated September 23, 2020, and prepared by Richard A. Aldrige, P.L.S. 20854 of Parker Land Surveying, LLC and recorded in the Charleston Register of Deeds Office in Plat Cabinet L20, Page 0389 on October 21, 2020.

Lot 1	TMS # 470-15-00-009	4058 S. Rhett Avenue
Lot 2	TMS # 470-15-00-169	4060 S. Rhett Avenue
Lot 3	TMS # 470-15-00-170	4062 S. Rhett Avenue
Lot 4	TMS # 470-15-00-171	4064 S. Rhett Avenue

AND ALSO INCLUDING

Building E.

ALL THOSE CERTAIN pieces, parcels or lots of land situate, lying and being in North Charleston, Charleston County, and State of South Carolina, being shown and identified as "Lot 1", "Lot 2", "Lot 3", and "Lot 4" on a plat entitled "Subdivision Plat Showing the Subdivision of TMS 470-12-00-046, 0.556 acres, Into Lots 1 Thru 4, & Residual, All Property of Hunter Quinn Homes, LLC, Located In The City of North Charleston, Charleston County, South Carolina" dated September 23, 2020, and prepared by Richard A. Aldrige, P.L.S. 20854 of Parker Land Surveying, LLC and recorded in the Charleston Register of Deeds Office in Plat Cabinet L20, Page 0387 on October 21, 2020.

Lot 1	TMS # 470-12-00-106	4077 S. Rhett Avenue
Lot 2	TMS # 470-12-00-107	4079 S. Rhett Avenue
Lot 3	TMS # 470-12-00-108	4081 S. Rhett Avenue
Lot 4	TMS # 470-12-00-109	4083 S. Rhett Avenue

EXHIBIT B

**ARTICLES OF INCORPORATION AND BY-LAWS
OF
NOISETTE TOWNS HOMEOWNERS ASSOCIATION, INC.**

(attached)

Filing Date: 04/15/2021

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**NONPROFIT CORPORATION
ARTICLES OF AMENDMENT**

Pursuant to the provisions of Section 33-31-1005 of the 1976 S.C. Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment:

1. The name of the nonprofit corporation is (must match name on record with Secretary of State):

Noisette Towns Homeowners Association, Inc. - a SC nonprofit corporation

2. Date incorporated (must match date on record with Secretary of State): 01/08/2021

3. On _____ (date the amendment was decided upon), the following amendment was adopted:

Amended Entity Name: Noisette Towns Homeowners Association, Inc.

4. ☒ By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board of directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)

5. If the approval of the members was required to adopt the amendment(s), provide the following information:

Complete one of the following as appropriate:

Designation (classes of membership)	Number of Memberships Outstanding	Number of Votes Entitled to be Cast by each Class	Number of Votes of Each Class Voting	Number of Votes Cast* For -AND- Against	Total Number of undisputed votes cast for approval
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. ☐ By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 S.C. Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)

Noisette Towns Homeowners Association, Inc. - a SC
nonprofit corporation

Name of Corporation

7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself:

8. ☐ If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date: 04/15/2021

Name of Corporation:

Noisette Towns Homeowners Association, Inc. - a SC nonprofit corporation

William H. Herring

(Signature of Officer)

William H. Herring

(Print Name)

Member

(Position of Officer)

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Noisette Towns Homeowners Association, Inc. - a SC nonprofit corporation

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
852 Lowcountry Blvd., Ste. 100A

(Street Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

William H. Herring

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. ☐ The nonprofit corporation is a public benefit corporation.
b. ☐ The nonprofit corporation is a religious corporation.
c. ☒ The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. ☒ This corporation will have members.
b. ☐ This corporation will not have members.

5. The principal office of the nonprofit corporation is
852 Lowcountry Blvd., Ste. 100A

(Street Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

Noisette Towns Homeowners Association, Inc. - a SC
nonprofit corporation

Name of Corporation

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. If you are going to apply for 501(c)(3) status, you must complete section "a".

a.

☐

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b.

☐

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (a) above.

☐

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

☒

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

☐

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

7-b Upon dissolution of the mutual benefit corporation, the remaining assets, consistent with the law shall be distributed either: (1) by a prorata distribution based on the ownership interest of each Member of the Association, or (2) in the Board of

Noisette Towns Homeowners Association, Inc. - a SC
nonprofit corporation

Name of Corporation

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

William H. Herring

(Name)

852 Lowcountry Blvd., Ste. 100A

(Business Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

William H. Herring

(Name -- only if names in articles)

William Herring

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

Noisette Towns Homeowners Association, Inc. - a SC
nonprofit corporation

Name of Corporation

11. Each incorporator listed in #9 must sign the articles

William Herring

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:
01/08/2021

Business Name: Noisette Towns Homeowners Association, Inc.
- a SC nonprofit Corporation

Signature Page for a Secretary of State Business Filing

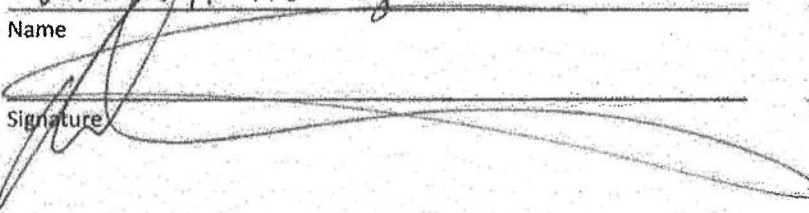
This page must be completed, scanned, and attached to any business filing where one of the following is true.

- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

<u>William H. Herring</u>	<u>1/8/2021</u>
Name	Date
	<u>Incorporator</u>
Signature	Title / Position
_____ Name	_____ Date
_____ Signature	_____ Title / Position
_____ Name	_____ Date
_____ Signature	_____ Title / Position
_____ Name	_____ Date
_____ Signature	_____ Title / Position
_____ Name	_____ Date
_____ Signature	_____ Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

**BY-LAWS
OF
NOISETTE TOWNS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
MEMBERS**

Section 1. Membership in the Association. The Members of Noisette Towns Homeowners Association, Inc. (hereinafter referred to as "Association") shall be every Lot Owner (as defined in this Declaration hereinafter described) of the Property (or portion thereof) subject to the provisions of the Declaration of Covenants, Restrictions and Easements for Noisette Towns, as the same may be amended from time to time, hereinafter referred to as the "Declaration", having been made by Hunter Quinn Homes, LLC (hereinafter referred to as the "Developer").

The Board of Directors of the Association may, after notice and hearing as provided in the Rules and Regulations, suspend any person from membership in the Association during any period of time when such person is in default of any of his obligations under the By-Laws (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such member.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest of the following:

- (a) when Developer has sold all of the Lots; or
- (b) resignation by the Developer of its Class B membership in the Association; or
- (b) on December 31, 2045.

When any Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, partners or in any other manner of joint or common ownership, then the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

Section 3. Voting Rights in the Association. The Members of the Association shall have the right to vote for the election and removal of directors and upon such other matters with respect to which a vote of members is required under the Declaration. Each Class A member shall be entitled to one (1) vote for each Lot owned. The Class B member shall be entitled to three (3) votes for each Lot owned. Members may cast all of such votes for any one director or may distribute them among the number to be elected, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof.

ARTICLE II MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members shall be held on such date as set by the Board of Directors. Such annual meetings shall be held for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meeting. Special meetings of the members may be called by the President, the Board of Directors, or subsequent to the first annual meeting, Class A members of the Association representing not less than five percent (5%) of the Class A voting power. The request for the special meeting shall be signed, dated and delivered to a corporate officer and shall describe the purpose for which the meeting is to be held.

Section 3. Place of Meeting. The Board of Directors may designate any location within Charleston County, South Carolina as the place for any annual meeting or special meeting called by the Board of Directors, and the President may designate any location as the place for any special meeting called by him.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each member of the Association at his address as shown on the records of the Association. A member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated herein.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by those Members representing eighty percent (80%) of the voting power of each class of membership, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be the presence at the meeting of Members or proxies entitled to cast twenty percent (20%) of the total vote of each class of membership.

Section 7. Conduct of Meetings. The directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulation shall be binding upon the Association and its members.

Section 8. Ballots by Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the members and a ballot on which each Member may vote for or against the motion. Each ballot which is represented at such meetings shall be counted in calculating the quorum requirements set out in Section 6 of this Article II. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE III DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its directors. The directors need not be members of the Association.

Section 2. Number and Tenure. So long as the Class B membership exists, the Developer shall appoint 3 individuals to serve as directors. At the first annual meeting after the Class B membership ceases to exist, the Members shall elect two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At each annual meeting thereafter, the Members shall elect director(s) for a term of two (2) years. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director(s) whose position he was elected to fill. Election of directors may be conducted by mail ballot if the Board of Directors so determine.

Section 3. Annual Meeting. Annual meetings of the Board of Directors shall be held annually immediately prior to or following the annual meeting of the Members or at such other time as agreed to by the Directors. The Board of Directors may hold additional regular meetings by resolution or agreement of the Board.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors by giving notice thereof as provided in Section 5 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting by written notice delivered personally or sent by mail to each director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States Mail in a properly addressed sealed envelope. Any director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a director at any

meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these By-Laws, or the Declaration.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any director may be reimbursed for his actual expenses incurred in the performance of his duties as director, but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore.

Section 9. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of directors may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be filed with the Secretary of the Association as part of the corporate records.

Section 10. Removal of Directors. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The vacancy thus created by such a removal shall be filled as provided in Section 2 of this Article III.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish Rules and Regulations governing the use of the Common Areas, and the personal conduct of the Members and their employees, clients, visitors, tenants, and invitees thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and the rights to use of the common areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Prior to any suspension or assessment and fine, the Member will be entitled to a hearing procedure to be adopted by the Board which provides: (i) not less than fifteen (15) days prior written notice of the expulsion, suspension, or termination and the reasons therefore; (ii) an opportunity for the Member to be heard, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension, or termination by a person or persons authorized to decide that the proposed expulsion, termination, or suspension not take place; (iii)

such lesser notice or greater notice depending on the nature of the infraction so long as such notice and hearing process is fair and reasonable, taking into consideration all of the relevant facts and circumstances; (iv) written notice must be given by first class or certified mail sent to the last address of the Member shown on the corporation's records; (v) any proceeding challenging an expulsion, suspension, or termination, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the expulsion, suspension, or termination; and (vi) that any Member who has been expelled or suspended shall remain liable to the Association for dues, assessments, or fees as a result of obligations incurred or commitments made before expulsion or suspension or arising thereafter so long as the Member is a Lot Owner at Common Areas. Such voting rights or rights to use common areas may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

(d) Employ a manager, an independent contractor, an accountant, attorney, or such other employees as they deem necessary, and to prescribe their duties.

(e) Exercise for the Association all powers, duties and authority as set forth in the South Carolina Non-Profit Corporation Act of 1994.

(f) Publish a notice and hearing process to be used before a Member can be fined or suspended.

Section 2. 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 a one-fourth (1/4) vote of the 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) As more fully provided in the Declaration, to:

(1) fix the amounts of all assessments;

(2) fix the amounts of penalties or fines;

(3) send written notices to Lot Owners in accordance with the terms thereof or as stated in the Declaration;

(4) file a lien against any Lot for which assessments or other payment obligations are not paid by the due date; and foreclose the lien against such Lot; and

(5) bring an action at law or in equity against an owner in violation of the terms and conditions of this Declaration.

(d) 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.

(e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association.

(f) Manage the performance by the Association of its maintenance and landscaping obligations as stated in the Declaration.

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

(g) Cause the Common Areas, landscaping, and the other authorized areas to be maintained or improved.

ARTICLE V MERGERS / CONSOLIDATION

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other non-profit associations organized for the same purpose, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3) of the Members at a meeting duly called for such purpose.

Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving Association pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall affect any revocation, change or addition to the Declaration, including without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interest of members of the Association.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President and Secretary-Treasurer. The Board of Directors may elect such other officers, including Vice President, Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person except the offices of President and

Secretary. The President shall be a director of the Association. Other officers may be, but need not be, directors of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time, specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of one (1) or more directors, which committees, to the extent provided in the resolution shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters:

(a) the dissolution, merger or consolidation of the Association; the amendment of the Articles of Incorporation of the corporation; or the sale, lease or exchange of all or substantially all of the property of the Association;

(b) the designation of any such committee or the filling of the vacancies in the Board of Directors or in any such committee;

(c) the amendment or repeal of these By-Laws or the adoption of new By-Laws;
and

(d) the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of directors present at a meeting of which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII CERTIFICATES OF MEMBERSHIP

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or by the Secretary-Treasurer or an Assistant Secretary and shall be sealed by the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

ARTICLE IX BOOKS AND RECORDS OF THE ASSOCIATION

The books, records and paper of the Association shall at all times be subject to the inspection by any member during reasonable business hours. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection and purchase by any member at the principal office of the Association. The Association may make a reasonable charge for copies of documents made for members.

ARTICLE X PROXIES

Section 1. Each Member entitled to vote may vote in person or by proxy at all meetings of the Association.

Section 2. All proxies shall be executed in writing by the member or by his duly authorized attorney-in-fact and filed with the secretary-treasurer; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Declaration. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date and no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the Member of his Lot.

ARTICLE XI
CONSTRUCTION

In the event of a conflict between the Declaration and the Articles of Incorporation or the By-laws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and the By-Laws that the Declaration does not resolve, the Articles of Incorporation shall control. The Corporation, Directors, and Officers shall have all powers as set forth in the South Carolina Nonprofit Corporation of Act of 1994 (the "Act"). In the event of a conflict, the By-Laws shall prevail if such conflict is permitted by terms of the Act. If there is a conflict in the By-Laws which are not permitted by the Act, then the terms of the Act shall prevail.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, and with special provisions and reservations on payment of assessments by the Developer, each Member is obligated to pay to the Association monthly and other charges or assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent.