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MARGARET L. BAILEY
DORCHESTER COUNTY, SC



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

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
65.00)
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ADDITIONAL/ SUPPLEMENTAL
AMENDMENTS OF DECLARATION OF
COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS
APPLICABLE TO SOUTHERN
MAGNOLIAS

WHEREAS, Southern Magnolias Homeowner Association, Inc. a/k/a and/or d/b/a Southern Magnolia Homeowners' Association, Inc. a/k/a and/or d/b/a Southern Magnolias Homeowners' Association, Inc. a/k/a and/or d/b/a Southern Magnolias Homeowners Association a/k/a and/or d/b/a Southern Magnolias Homeowner's Association, Inc. a/k/a and/or d/b/a SMHOA (hereinafter referred to as "the Association") did impose certain covenants, conditions, easements and restrictions("Covenants") upon the subdivision known as "Southern Magnolias", to wit:

- (1) Declaration of Covenants, Conditions, Easements, and Restrictions executed on September 12, 2001, and recorded September 13, 2001, in the RMC Office of the Clerk of Court for Dorchester County in Book 2821 at Page 199 ("2001 Covenants")
- (2) Amendment (in Entirety) of Declaration of Covenants, Conditions, Easements, and Restrictions Applicable to Southern Magnolias dated November 14, 2001, and recorded November 16, 2001, in the RMC Office for Dorchester County, South Carolina in Book 2889, Page 072 ("Amendment in Entirety") (These replaced the 2001 Covenants)
- (3) Amendment of Restrictions Southern Magnolias executed on October 3, 2004 and recorded on October 3, 2002 in the RMC Office in Dorchester County, South Carolina in Book 3262, Page 261 ("2002 Covenants"); and
- (4) Additional/ Supplemental Amendments to Declaration of Covenants, Conditions, Easements, and Restrictions executed February 22, 2006, and recorded March 24, 2006, in the RMC Office of the Clerk of Court for Dorchester County Book 5269, Page 001.
- (5) Combination of the Declaration of Covenants, Conditions, Easements, and Restrictions and By-laws and all Additional/ Supplemental Amendments executed on May 19, 2006, and recorded May 19, 2006, in the RMC Office of the Clerk of Court for Dorchester County, South Carolina in Book 5366, Page 237

WHEREAS, the Combination of the Declaration of Covenants, Easements, and Restrictions and By-Laws and All Additional/ Supplemental Amendments provides for amendment thereof by the Owners, and, it is the desire of the majority of the Board of Directors of the Association, being majority or more of that group (whose signatures appear below), and the desire of the Owners, under Section Fifty(50) and adhering to Section Eleven(11) with proper notification and subsequent meeting to gain quorum of votes for the group (whose signatures appear on Exhibit A attached to this document, which is incorporated by reference as if stated verbatim herein) to amend certain provisions identified below of the Combination of the Amendments and All Additional/ Supplemental Amendments.

Southern Magnolias Homeowners Association
PO Box 636
Summerville, South Carolina 29484-0636

NOW, THEREFORE, Know all men by these presents, that the above-listed Combination of the Declaration of Covenants, Conditions, Easements, and Restrictions and By-Laws and All Additional/ Supplemental Amendments are hereby amended/supplemented as follows, to wit:

As to the document entitled "*Combination of the Declaration of Covenants, Conditions, Easements, and Restrictions and By-Laws and All Additional/ Supplemental Amendments Applicable to Southern Magnolias*":

SECTION THREE. Southern Magnolias Homeowners Association, Inc.

Book 5366, Page 239 is amended in part:

The addition of: "The registered agent with Dorchester County shall be the current President of the Board of Directors."

SECTION FOURTEEN. Effect of Nonpayment of Assessments/Dues, Covenant Violations and/or Failure to Follow Bylaws: Remedies of the Association.

Book 5366, Page 243 is amended in part:

Subpart (b) is amended such that the language "... Within thirty (30) days after written notice of the violation..." is changed to "... Within seventy-two (72) hours after written notice of the violation..."

Subpart (b) is amended with the addition of Section 1

"Lawn mowing and edging violations that are not corrected within seventy-two (72) hours after notice of violation will be corrected by a board obtained lawn care professional. The cost of service shall not exceed one hundred dollars (\$100.00), to be reimbursed to SMHOA by the Lot owner. Cost is in addition to any fees/fines incurred due to violation."

SECTION TWENTY-FOUR. Sign Boards.

Book 5366, Page 247 is amended in part:

The addition of: " "Yard Sale," "Garage Sale," "Open House," and "Lost," (etc.) signage displayed in common areas must be placed on stand alone structures. Common Area signage must be removed within 72 hours." "The Architectural Review Board reserves the right to remove inappropriate signage."

The deletion of: "All signs must be of a design and location approved by the Architectural Review Board."

SECTION THIRTY. Animals.

Book 5366, Page 248 is amended in part:

The deletion of "As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total combined number of dogs, cats and birds two (2) per Lot."

SECTION FORTY-THREE. Parking Restrictions and Use of Garages.

Book 5366, Page 250

The deletion of "Garage doors, if any shall remain closed at all times except when entering or exiting."

Remainder of page intentionally left blank

NOW, THEREFORE the Association for and in consideration of the premises and other good and valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property describes property, shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject, among others, to the covenants, restrictions, conditions, easements, charges, affirmative obligations, and liens, hereinafter referred to as the Covenants, as herein set forth.

SECTION ONE. Property Subject to these Covenants

The Lots/property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Dorchester County, South Carolina, and is known as Southern Magnolias and they are found in the Plat Books referenced below and described by Lots and Phases of Southern Magnolias subdivision (which are filed in the Office of the Dorchester County RMC). Said Plat Books and the Lots/ Property shown on these Plats are designated as follows (as used in these documents, a "Lot" and "Property" or "Properties" have the same meaning, and a "Lot" includes the dwelling thereon):

PHASE 1A — Lots 1-11, 55-58, 95-106

PHASE 1B — Lots 12-16, 94

PHASE 1C — Lots 17-21, 43-54, 59-70, 87-93

PHASE 1D — Lots 22-34, 35-42, 71-78, 79-86

As designated on the following plat, (which is incorporated by reference as if stated verbatim herein and should be consulted for further dimensions):

"Final Plat for Southern Magnolias Subdivision owned by Pinewood Developers, LLC located near Knightsville, Dorchester County, South Carolina" prepared by Ashley Engineering & Consulting, Inc. recorded January 3, 2003 in plat cabinet K slide 50 in Register of Deeds for Dorchester County, South Carolina.

PHASE 1E — Lots 107-149, revised 33 and 34

As designated on the following plat (which incorporated by reference as if state verbatim herein and should be consulted for further dimensions):

"Final Plat for Southern Magnolias Subdivision – Phase 1E and Revised Lots 33, and 34 Phase 1-D owned by Pinewood Developers, Inc. located near Knightsville, Dorchester County, South Carolina" prepared by Ashley Engineering & Consulting, Inc. recorded February 20, 2004, in plat cabinet K slide 91 in the Register of Deeds for Dorchester County, South Carolina.

SECTION TWO. Definitions

When the first letter of any term used in these Covenants is capitalized, such term shall refer to and have the meaning as defined herein unless the context of use otherwise requires. The following terms shall be given the meaning as stated.

ASSOCIATION — shall mean and refer to the Southern Magnolias Homeowners Association, Inc. its successors and assigns (hereinafter referred to as "the Association" or "the Declarant"). The Developer of the subdivision "Southern Magnolias" has incorporated the Association. "Association" includes the Association as a whole, the Directors, legal counsel, Property manager(s), Officers, and other representatives/ employees of the Association (acting on behalf of the Association) who may all bind the Association. Owners agree that the above-listed individuals are authorized to act on behalf of and bind the Association in handling covenant violations, delinquent dues/ assessments/ charges, disputes involving the Association and/or Owner(s) and/ or other parties and in making decisions regarding the Association that are not required to be

made by the Owners or otherwise as stated in this document (or as stated in the Bylaws or the Rules/ Regulations of the Association, if any).

OWNER — shall mean and refer to the record Owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but not withstanding any applicable theory of mortgage unless or until such mortgagee has acquired while pursuant to a foreclosure proceedings or any proceedings in lieu of foreclosure, but the term “Owner” shall not mean or refer to any lessee or tenant of any Owner. A “Member” and “Owner” are interchangeable terms.

PROPERTY OF PROPERTIES — shall mean and refer to that certain real property hereinafter described in Phase 1A, 1B, 1C, 1D, and 1E and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Supplement or Amended Declaration executed by the Association. The Developer may add any property or Lots to the control of these Covenants as long as the property is contiguous. All Lot owners so added shall become members of the Association.

COMMON AREA — shall mean and refer to all real property (including the improvements thereon and personal property) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is shown on the plat referred to in Phase 1 as “Green Areas”. “Common Area” shall also include any other property owned by others than the Association but for which the Association has right of use and the obligation to maintain 1 whole or part.

DEVELOPER — shall mean and refer to Pinewood Developers, Inc., its successors and assigns if such successors and assigns should acquire more than one (1) undeveloped Lot from the Developer for the purpose of development, and Southern Magnolias specifically assigns its rights as “Developer” to such lot owner.

DECLARATION — shall mean this document as amended from time to time.

ARB — shall mean and refer to the Architectural Review Board of Southern Magnolias Homeowners Association, Inc.

LOT — shall mean any lot shown on a plat made subject to these Covenants by the recording of a supplemental declaration as herein provided, and shall include any dwelling thereon when the context of use requires such construction.

SECTION THREE. Southern Magnolias Homeowners Association, Inc.

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Southern Magnolias Homeowners Association, Inc. (sometimes referred to herein as the “Association”) for the purpose of providing a vehicle for the orderly development and the preservation of values of the community of Southern Magnolias, by administration and enforcements of these Covenants and the Declaration of Covenants, Conditions Restrictions, Charges, and Liens for Southern Magnolias Homeowners Association, Inc. recorded in the R.M.C. Office of Dorchester County, and as further from time to time amended (herein referred to as the “Association Declaration” or “the Covenants”) The registered agent with Dorchester County shall be the current President of the Board of Directors.

SECTION FOUR. Property Rights in the Common Area.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of an Owner and an Owner's right to use the Common Area for a period of time not to exceed sixty (60) days when assessments against that Owner's Lot remains unpaid for thirty days or longer. As used in this Paragraph, "assessment" includes monthly and special assessments, attorneys fees/costs/expenses associated with enforcing the assessments/covenants, liens/sanctions levied by the Association for covenant violations and charges for any violations of the Association's rules and regulations, if any. Any suspension of the above-mentioned voting rights and/or right to use the Common Area shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

Prior to the suspension of any voting rights and/or the right to use the Common Area discussed above, a majority of the Board must vote to do so. After that decision is rendered, one of the Board Members shall send written notice to the Owner within ten days. Once the Owner has notice of the decision as stated in this document, the Owner (if the right to vote and/or use the Common Area has been suspended) has an additional ten days to deliver a written objection to the Board's decision and request a hearing in that objection letter before the Board to give them an opportunity to be heard. The Board shall schedule the Owner on the agenda for the next Board meeting and allow the Owner to present their reasons for the objection and why the Board should reconsider their decision. At the Board meeting, the Owner shall be allowed to bring other witnesses, documents and/or counsel, and they will be given up to thirty minutes to present their case. Upon hearing the case of the Owner, the Board shall vote on the matter, and that decision by the Board is final and binding with no further right to an appeal or be heard any more on the matter. The Board is required to deliver their decision to the Owner within ten days after the hearing, and that letter may be as long or brief as the Board deems appropriate in explaining their decision. The decision by the Board may be for any lawful reason.

The above listed powers/rights of the Association are in addition to the other powers/rights vested to it by this document, the Bylaws and the rules/ regulations of the Association, if any. Furthermore, the Owners, by accepting the deed to their property and living in Southern Magnolias subdivision, acknowledge and agree that the rights given to them in this section are sufficient, and that they are knowingly and voluntarily waiving any constitutional and/or property rights and/or due process requirements (substantive and procedural), including but not limited to rights dealing with notice, hearings, the opportunity to be heard and/or appeals, other than what is provided in this section.

- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, or transfer shall be effective unless an instrument agreeing to such dedication, or transfer signed by two-thirds (2/3) of the members has been recorded.
- (c) Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles of Incorporation, its shall take a two-third (2/3) of the lot Owners.
- (d) Any Owner may delegate, in accordance with the Association's by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION FIVE. Membership

Every Owner of a Lot, described herein, by acceptance of a deed therefore, shall become a member of the Southern Magnolias Homeowners Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Each member/lot owner shall have the right and power to initiate enforcement of these covenants.

SECTION SIX. Voting Rights

Initially, there were two classes of Lots with respect to voting rights (Class A Lots and Class B Lots); however, since over 75% of the units/Properties have been deeded to the current homeowners, and it is beyond January 1, 2004, that has come to and an end (and there are no longer classes of Lots).

- (a) All Lots are entitled to one (1) vote for each Lot. 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 no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Developer, to the extent that they ever acquire Lots, will have the same voting rights as all other Lot Owners.

SECTION SEVEN. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due.

The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

SECTION EIGHT. Purposes of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the resident in the Property and for the improvement and maintenance of property, services and facilities devoted to this purpose and relate to the use and enjoyment of the Common Area, including but not limited to, the cost repair, replacement of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the by-laws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, trash pickup for the community and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping) and planting) and maintenance of the following common facilities located or to be located in the Common Areas; playground areas, lakes, greenways and detention areas, entrance ways and road medians. Additionally, the assessments may be used to landscape, plant and maintain any planting, sign or entrance way easements reserved by Declarant on any Lots as well as for trash pickup for the community.

SECTION NINE. Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One-hundred Fifty and No/100 (\$150.00) Dollars per Lot.

- (a) From and after January 1 of the year immediately following the conveyance for the first Lot to an Owner, the maximum annual assessment may be increased each year no more than 5% above the maximum assessment for the previous year.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% if such increase is approved by no less than two-thirds (2/3) of the votes of the Lots, cast in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

SECTION TEN. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may Levy, in any assessment year, special assessments(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvements upon the Common Area, including fixtures and personal property, related thereto.

SECTION ELEVEN. Notice and Quorum for Any Action

Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days from the preceding meeting.

SECTION TWELVE. Rate of Annual Assessment

Both annual and special assessments must be fixed at a uniform rate for Lots and may be collected on a monthly, quarterly, semi annual or annual basis

SECTION THIRTEEN. Date and Commencement of Annual Assessment

Due Dates. The annual assessment provided for herein shall commence as to a Lot on happening of any of the following events, whichever occurs earlier:

- (a) First day of the third month following the issuance of a certificate of occupancy for the residence constructed on the Lot;
- (b) The first day of the month that the residence constructed on the Lot is occupied ; or
- (c) The first day of the month after a builder sells the residence.

The first annual assessment shall be adjusted according to the number of days and months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of the annual assessment as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed.

The annual dues are due on February 1st of each year, and any other charges are due whenever the Board states in the notice of the charges. The annual assessment of \$150.00 (prorated at the date of closing) shall be paid by new homeowners to the Association at their closing on the property, and such assessment shall not be considered to be an advanced payment of regular annual assessments due thereafter. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessment of a Lot is binding upon the Association as of the date of its issuance.

SECTION FOURTEEN. Effect of Nonpayment of Assessments/Dues, Covenant Violations and/or Failure to Follow Bylaws: Remedies of the Association.

- (a) Any assessment not paid within thirty (30) days after the due date shall become delinquent and be subject to a late payment penalty of fifty (\$50.00) dollars. Also, the underlying amount due for the actual assessment(s) shall bear interest from the due date at the rate of 8 ¾% per annum, and by accepting the deed to their property and being an Owner in this subdivision, Owner agrees that these charges are fair and reasonable, and that they run with the land.
- (b) Any violation of a covenant in this document and/or a provision in the Bylaws and/or a provision in the Rules/ Regulations of the Association, if any, may be enforced by the Association by taking appropriate action to correct/ handle any violations. The Association, acting through a majority vote of the Board, determines whether there has been a violation. In addition to the remedies stated below, the Association may impose reasonable fines/ sanctions upon an Owner who fails to remedy a covenant violation (other than the failure to pay assessments/dues) within seventy-two (72) hours after written notice of the violation by the Association—these fines/ sanctions shall not exceed twenty five (\$25.00) dollars per day for each violation, and the amount shall be determined by majority of the Board. Such fines/ sanctions shall be charged by the Association for each day in which the covenant violation continues or occurs, and each violation may be deemed a separate offense/ violation.
 - (1) Lawn mowing and edging violations that are not corrected within seventy-two (72) hours after notice of violation will be corrected by a board obtained lawn care professional. The cost of service shall not exceed one hundred dollars (\$100.00), to be reimbursed to SMHOA by the Lot owner. Cost is in addition to any fees/fines incurred due to violation.
- (c) Whether the Association is enforcing these covenants, the Bylaws and/or the rules/regulations of the Association, in any, by virtue of a violation of these documents and/or by virtue of actions taken to enforce the obligations of the Owner, the Association may protect their rights by taking any type of legal action for any type of relief allowed by law, including, but not limited to, an action at (for damages and other relief), and action in equity (for injunctive relief or otherwise), filing a notice of lien, filing a lis pendens, suing for specific performance, foreclosing the lien and/or making a claim for

(and suing necessary) those reasonable attorney's fees/ costs/ expenses incurred in handling/ enforcing the above –referenced documents in subsection. The Association's decision to use one or more of these remedies shall not prejudice their right to use one or more of the other remedies stated in this herein. Also, no Owner may waive or otherwise escape liability for the assessments/ charges/ dues/ fines/ sanctions provided herein by non-use of the Common Area or abandonment of their property.

- (d) Also, failure to pay assessments will not be deemed to constitute a default under an insured mortgage. However, if any checks of the Owner are returned for any reason, there will be a fee of \$25.00 per check.
- (e) The rights of the Association stated in the above subsections (a), (b), (c) and (d) are in addition to the other rights stated in this document, the Bylaws and the Rules/ Regulation of the Association, if any.

SECTION FIFTEEN. Subordination of a Lien to Mortgages.

The Lien of the assessments provided herein shall be subordinate to the lien of any mortgage. Sale or transfer of any to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION SIXTEEN. Additions to Existing Property.

The Association, its successors or assigns, shall have the right, without further consent of any Owner, mortgage, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development to form subdivision to be known as Southern Magnolias. The addition authorized under this section shall be made by filing of record a supplemental or amended declaration of covenants with respect to the additional property, which shall extend the operation, and effect of these Covenants to additional property.

The supplemental or amended declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in these Covenants as may be necessary or convenient in the judgment of the Association to reflect the different, character, if any of the added properties.

SECTION SEVENTEEN. Residential Use of Property.

All Lots shall be used for residential purposes only, and no structure or building shall be erected, placed, altered, or permitted to remain on any Lot other than a one single family dwelling not more than two and one-half stories in height and any accessory structures customarily incidental to the residential use of such Lots. No Lot shall remain vacant after purchase from the developer for a period of more than one (1) year. Pinewood Development will have the option to purchase any Lot, at the original sales price, that has remained vacant for a period of more than one (1) year directly from the owner.

SECTION EIGHTEEN. Setbacks and Buildings Lines.

No building shall be located on any Lot nearer to the front Lot than twenty five (25) feet, or nearer to a side five (5) feet or rear Lot line thirty (30') feet. The following additional provisions concerning setbacks shall apply.

The Association, its successors or assigns, shall have the right, without further consent of any Owner, mortgage, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the developments which are

contiguous and adjacent thereto with those properties in future stages of the development to form subdivision to be known as Southern Magnolias. The addition as authorized under this section shall be made by filing of record a supplemental or amended Declaration of covenants with respect to the additional property which shall extend the operation and effect of the covenants to such additional property.

The supplemental or amended Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in the Covenants as may be necessary or convenient in the judgments of the Association to reflect the different character, if any of the added properties.

- (a) **Flexibility.** The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Association's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Association reserves the right for the ARB to alter the setback requirements for any Lot where the ARB deems such appropriate and to select the precise site and location of each house or structure on each Lot and arrange the same in such manner and for such reasons as the ARB shall deem sufficient.
- (b) **Swimming Pools.** Swimming Pools (to exclude any above ground pools) shall not be more than ten (10) feet to any Lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established Lot grade. No deck shall be located nearer than five (5) feet to the rear lot line.
- (c) **Minor Deviations.** Any deviation from the building line requirements set forth herein, not in excess of ten (10) percent thereof shall not be construed to be violation of said building line requirements.
- (d) **Subdivision of Lots.** No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot the same may be divided in any manner between the Owners of the Lots abutting each side of the same. Also, two contiguous Lots, when owned by the same party, may be combined to form one single building Lot. In either of the two instances cited above, the building line requirements as provided therein shall apply to such sold or conveyed to be used as a separate building Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without the express written consent of the ARB except as provided for in the section.
- (e) **Corner Lots.** In the case of a corner Lot, the house may be placed diagonally across the Lot so as to face the corner of any two streets or a circle no nearer than ten (10) feet to any street line, unless otherwise approved in writing by the ARB. In all other instances, the front line of any corner Lot shall be the shorter of the two property lines along the intersecting two streets.
- (f) **Porches and Eaves.** For the purpose of determining compliance or non-compliance with foregoing building line requirements porches, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a building shall not be considered as a part thereof.

SECTION NINETEEN. Architectural Control.

No construction, reconstruction, remodeling, alteration, or addition to any structure, building, fence, wall, driveway or improvement of any nature shall be commenced without obtaining the prior written approval of the Architectural Review Board, sometimes referred to as the ARB, as to location, plans, and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building plans and specifications shall be submitted to the ARB in such form and include such content as specified in the Association Declaration and the Architectural Guidelines, if any, which may be promulgated by the ARB. The Architectural Review Board shall be the sole

arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The Architectural Review Board shall be entitled to stop any construction in violation of these Covenants in accordance with Section Thirty-Five hereof. No previously approved building or structure shall be used for any purpose other than for which it was originally approved.

In addition to the foregoing, and not as any limitation thereof, the following restrictions shall be applied to the lands subject to the Covenants.

- (a) The exterior color scheme shall be regulated by the Architectural Review Board and specified in the Architectural Guidelines.
- (b) The exterior finish of all buildings and structures shall be regulated by the Architectural Review Board. The same materials utilized for the exterior and roof of the residence shall also be used for the garages or other buildings erected. Every home will have a Front Porch exterior with the porch depth to be no less than four (4') feet.
- (c) Fences shall not be placed within drainage or utility easements without the permission of all-applicable utilities and governmental authorities. If fences are placed in an easement, Owner shall be required to remove the fence from time to time if necessary to maintain the drainage canals, ditches or utilities placed in the easement. Fences shall be designed such that they do not interfere with the natural or intended flow of surface water. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a Lot and shall not exceed six (6') feet in height; provided however, that the portion of a fence facing a street shall be of an ornamental nature consisting of wood or brick. No metal fences are allowed. All fences must be approved, in writing, by the Architectural Review Board prior to installation thereof. The construction side of all fences must face the interior of the Lot. Fences on corner Lots shall not be erected within fifteen (15') feet of either street. No fence on any Lot shall be constructed in a location which impairs the sight lines of vehicular traffic on streets within or adjacent to the subdivision.
- (d) No Lot Owner shall change the elevation of his Lot in such a way as to adversely affect adjacent Lots.
- (e) No live oak tree over four (4") inches in diameter measured at a height of five (5') feet above grade shall be removed unless specifically approved in writing by the Architectural Review Board. No tree of any other kind larger than six (6") inches in diameter measured at a height of five (5') feet above grade shall be removed unless it falls in the area occupied by the proposed building, patio, or driveway or within two (2') feet of said area.
- (f) No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling is constructed with a minimum of one thousand two hundred fifty (1,250) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, and porches and like areas.
- (g) No residence or dwelling shall be erected on any Lot on an elevated foundation that is less than three (3) blocks high from the ground level, which is not enclosed. Crawl space foundations and raised slab foundation systems shall be enclosed on all sides with a brick curtain wall, and brick roll lock.
- (h) All receptacles for the receipt of mail shall be approved by the Architectural Review Board pursuant to Section Eight hereof and shall be included as part of the building plans.
- (i) Each dwelling shall have affixed thereto a prominent display of the appropriate house number in a manner prescribed by the Architectural Review Board in the Architectural Guidelines.
- (j) Garages. Every dwelling will be constructed with an attached two car garage.

SECTION TWENTY. Delivery Receptacles and Mailboxes.

Receptacles for the receipt of mail shall be approved by the Post Office Department and in writing by the Architectural Review Board. Said receptacles shall be of uniform construction and appearance as prescribed by the Architectural Review Board and shall be erected in a manner approved by the Architectural Review Board and at such locations as the Architectural Review Board may in its discretion designate.

No receptacle or any construction for the receipt of newspapers or similar delivered materials shall be erected or permitted except as approved in writing by the Architectural Review Board.

SECTION TWENTY-ONE. Completion of Construction.

The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of the same shall have commenced, unless such time period is extended by the Architectural Review Board where, in the judgment of the Architectural Review Board, such completion would be impossible or would result in great hardship to the Owner or builder due to strikes, fire, national emergency or natural calamity. In any event, no home or structure may be occupied or used until the exterior has been completed.

SECTION TWENTY-TWO. Obstruction to View at Intersection and Delivery.

The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

SECTION TWENTY-THREE. Use of Outbuildings and Similar Structures.

No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily, or permanently. Sheds or other temporary structures may be used during construction provided that they are approved in writing by the Architectural Review Board and provided further, are consistent with color, use same materials as house, and that such sheds or structures are not used as a temporary residence.

SECTION TWENTY-FOUR. Sign Boards.

No signboards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed six (6') square feet in size. "Yard Sale," "Garage Sale," "Open House," and "Lost," (etc.) signage displayed in common areas must be placed on stand alone structures. Common Area signage must be removed within 72 hours. No more than two (2) signs shall be displayed on one Lot at the same time. The Architectural Review Board reserves the right to remove inappropriate signage.

SECTION TWENTY-FIVE. Antenna.

No radio, or television, or cellular telephone transmission towers or antennas shall be erected on any Lot and only customary receiving antennas which shall never exceed ten (10') feet in height above the roof ridge line on any dwelling is allowed. Television satellite dish antennae in excess of forty (40") inches in diameter shall not be mounted on the exterior of any dwelling or placed in the yard.

SECTION TWENTY-SIX. Mining.

No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources with the sole exception of subsurface water.

SECTION TWENTY-SEVEN. Air and Water Pollution.

No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards established by the Architectural Review Board and any federal and state laws and any regulations thereof. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Lots in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Lots.

SECTION TWENTY-EIGHT. Disposition of Trash and Other Debris.

Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot or any other property of Southern Magnolias other than in the receptacle customarily used therefore which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of any of such materials) for any approved structure, unless such materials are screened from view in a manner approved by the Architectural Review Board.

During the course of construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, trailers, shacks and the like and are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

SECTION TWENTY-NINE. Aesthetics, Nature Growth, Fences, Screening, Underground Utilities Service.

No nature growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the Architectural Review Board without which the Association may require the Lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of the neighboring Lots or streets. All air conditioner units shall be screened from view by neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, easement or other common area as so designated, except such as are installed in accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the Architectural Review Board.

SECTION THIRTY. Animals.

No animals, reptiles, rodents, birds, fish, livestock or poultry shall be raised, bred, or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided that they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. All pets must be under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

SECTION THIRTY-ONE. Prohibition of Commercial Use.

No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any Lot.

SECTION THIRTY-TWO. Minor Agricultural Pursuits.

Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

SECTION THIRTY-THREE. Changing Elevations.

No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots.

SECTION THIRTY-FOUR. Wells.

No individual water supply systems shall be permitted except for irrigation, swimming pools or non-domestic use.

SECTION THIRTY-FIVE. Easements.

In addition to those easements shown on the said Plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Association for itself and its agents, designees, successors and assigns along, over, under and upon a strip of land five (5') feet in width, parallel and contiguous with each side Lot line, and along, over, under and upon a strip of a land ten (10') feet in width, parallel and contiguous with the rear line of each Lot, in addition to such other easements as may appear on the Plat hereinabove referred to. The within reserved easements consist of a strip of land twenty (20') feet in width, ten (10') feet on either side of the rear Lot lines, and a strip of land ten (10') feet in width, five (5') feet on either side of side Lot lines, and may be encompassed within larger easements of record. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from, or for each of the Lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which public authority or utility company is responsible. For the purpose of this covenant, the Association or the Architectural Review Board; provided the Association reserves the right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditions of use of the within reserved easements on each Lot.

Such agreement shall, upon execution, be filed with the Register of Mesne Conveyances for Dorchester County and shall without necessity of further actions, constitute an amendment of these Covenants by the Association and become a part of these Covenants as if set in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control. In addition to the foregoing, each Lot is subject to that agreement entered into between the Developer and Berkeley Electric Cooperative, Inc. entitled "Easement and Agreement" recorded in the Office of the Register of Mesne Conveyances for Dorchester County.

SECTION THIRTY-SIX. Maintenance Required by Owner.

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

SECTION THIRTY-SEVEN. Use of Sample Houses.

Non-applicable therefore deleted.

SECTION THIRTY-EIGHT. Outside Drying and Laundering.

No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

SECTION THIRTY-NINE. Street Lighting Assessment.

Street lighting shall be installed and operated by Berkeley Electric Cooperative, Inc.

- (a) The Lot owner, lessor, and/or his heirs, successors and assigns, agree to pay Berkeley County Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge plus applicable State of South Carolina Sales Tax, for operation and maintenance of street lighting system.
- (b) The Lot owner, lessor, and/or his heirs, successors and assigns, shall contact Berkeley Electric Cooperative, Inc., or their successors, three (3) days prior to any digging or excavation work on said property, including swimming pool installations, trenching, or any type of digging. Upon notification by the Lot owner, lessor, and/or his heirs, successors and assigns, a field survey will be conducted by Berkeley Electric Cooperative, Inc., personnel to insure that there are no conflicts with the Cooperative's safety requirements. Any excavation in violation of Berkeley Cooperative's safety requirements is expressly prohibited.

SECTION FORTY. Fireworks and Use of Firearms.

The sale and use of fireworks of any kind whatsoever on the Lots is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

SECTION FORTY-ONE. Chemical Fertilizers, Pesticides, or Herbicides.

No commercial chemical fertilizers, pesticides, or herbicides other than those approved by the Association shall be used on any Lot or any portion of Southern Magnolias. This provision in no way limits the use of those products which are readily available for consumers use and approved by an agency, such as the Food and Drug Administration, for the purpose intended, provided however, that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said product is so labeled by such agency as harmless to said plant and animal life.

SECTION FORTY-TWO. Prohibition Against Offensive Conduct or Nuisance.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animal life, or device or any thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

SECTION FORTY-THREE. Parking Restrictions and Use of Garages.

No automobile shall be parked or left on any street overnight or on any property shown on a plat of any portion of Southern Magnolias including common areas other than on a driveway or within a garage.

SECTION FORTY-FOUR. Other Vehicle and Trailer Parking.

No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than non-commercial "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually parked overnight, whether on any street or on any Lot including the common areas. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association, if any, for the purpose of storage. Such vehicles may be stored upon a Lot only if screened from view of surrounding Lots and streets in a manner approved by the Architectural Review Board. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Southern Magnolias, provided the same are approved by the Architectural Review Board.

SECTION FORTY-FIVE. Notice/ Documents.

All notices/documents required to be filed with or submitted to the Association, the ARB or the Board shall be delivered personally, sent by certified mail/ return receipt requested or by overnight carrier. All notices/ documents required to be sent to a homeowner shall be sent to the homeowner at the most recent address on file with the Association by one of the three methods discussed in this section. The mailing address for the Association P.O. Box 636, Summerville, SC 29484-0636, and the physical address of the Association is the current address of the President of the Association or such address as the Association may specify in writing to the homeowners. Notice under this paragraph is deemed to have been given and delivery is deemed to be effective once the overnight carrier or other person delivering the document/ item has left it with the homeowner (or someone of suitable age and discretion from their house) or placed the document/ item on their porch. Notice by certified mail/ return receipt requested under this paragraph is deemed to have been given and delivery is deemed to be effective three days after a document/ item is placed in the U.S. mail with sufficient postage.

SECTION FORTY-SIX. Applicability.

The foregoing restrictions, conditions, easements, and covenants are not applicable to any lands owned by the Developer or Association in Dorchester County or elsewhere, other than the Lots as shown on the plats of the first phase of development of Southern Magnolias, namely 1A, 1B, 1C, 1D, and 1E referenced in Section One of this documents be made subject to these Covenants by supplemental or amended Declaration. The Bylaws, attached as Exhibit B to the prior Amendment in Entirety to these covenants, is not being amended by this document; however, in the event that these covenants conflict with the bylaws or other rules/ regulation of the

Association, the following order of priority will govern: covenants, then bylaws, then rules/regulations (with the most recent document in these categories governing over documents earlier in time).

SECTION FORTY-SEVEN. Violation.

If any person, firm or cooperation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or cooperation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or cooperation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies herein above enumerated, and not as any limitation thereof, if the Association Board determines that any provision of the Covenants has been violated, the Association Board may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled, including but not limited to those remedies specified in the Association Declaration.

Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

SECTION FORTY-EIGHT. Severability.

Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

SECTION FORTY-NINE. Relocation of Streets.

Non-applicable therefore deleted.

SECTION FIFTY. Duration and Amendment.

These Covenants (and the Bylaws attached to them and the rules/regulations of the Association, if any) shall bind all persons/entities owning the land/ Lots (and/or claiming an interest in them) referenced in Section One of this document and/or added pursuant to the other provisions of this document, and run with the land for a period of thirty (30) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them) of Lots has been recorded terminating these Covenants.

Amendments to the Covenants, bylaws and any rules/regulations shall be by written instrument approved by the vote of not less than a majority of the Owners and signed by not less than a majority of the Board. Multiple Owners of a single Lot shall have (1) vote among them. Upon proper execution, the instrument shall be filed with the RMC Office of Dorchester County, South Carolina.

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**BY-LAWS
OF
SOUTHERN MAGNOLIAS
HOMEOWNERS ASSOCIATION, INC.**

1. INTRODUCTION

- (a) The provisions of these By-Laws are applicable to any and all land subject to the Declaration, and the terms and provisions of these By-Laws are expressly subject to the effect of the terms, provision, conditions, and authorizations contained in the Declaration. The terms and provisions of the Declaration shall be controlling wherever and whenever, if ever, they are or may be in conflict with these By-Laws.
- (b) All present or future co-owners, tenants, future tenants, or their employees, invitees, licensees, or any other person that might use the lands of the Subdivision, or any of the facilities thereof in any manner, are subject to the regularities set forth in these By-Laws and in the Declaration, as either, or both may be amended or supplemented from time to time.
- (c) The office of the Association shall be at 4347 Chisolm Road, John's Island, SC 29455 or such other place as the Board of Directors of the Association may designate from time to time.
- (d) The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless changed by the Board of Directors of the Association as herein provided.
- (e) The seal of the Association shall bear the name of the Association and the words "South Carolina".
- (f) There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Association shall not pay compensation to its members, directors or officers for services rendered. At any one time, the Board may retain one (1) management firm only, and may contract with said firm to provide management for the Association or Developer-owned/controlled property, to include, but not be limited to, the following services:
 - 1. Financial services;
 - 2. Administrative and clerical services; and
 - 3. Maintenance, to include providing of goods, materials, labor and equipment, personnel supervision, contract labor and landscaping. Upon final dissolution of and liquidation, the Association may make distribution of its assets to Dorchester County Council or the City of Summerville or such public agency in the County or Township as may then have supervision and control of public parks and recreational property.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer of that membership as well as the number of members/votes shall be in accordance with the terms and conditions of the Declaration and the By-Laws of the Association, and the voting rights of the Owners shall be as set further in the Declaration and/or these By-Laws of the Association.

Note: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles of Incorporation, requires prior approval of HUD/VA as long as there is a Class B membership.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

- (a) All persons who are the Owners as defined in the Declaration shall be members of this Association, provided, however, that no non-owner, tenant, sublessee, or assign shall be a member, nor have voting rights in this Association. The rights and privileges of membership including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot, except for those voting rights granted to or reserved by the Developer in the Declaration. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Subdivision, and each Lot therein shall have one (1) vote. Each Owner, by acceptance of a deed or other conveyance for a Lot, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership/vote per Lot. Any membership shall automatically terminate when an Owner, as defined herein, is no longer seized and vested with title to any real property within the Subdivision, and membership and/or voting rights in the Association shall be limited to such Owners.
- (b) The quorum at members' meetings shall consist of persons entitled to cast one-fourth (1/4th) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. (See: exception under 8. Amendments to By-Laws).
- (c) At all meetings of Members, a Member may vote in person, or vote by proxy which is executed in writing by the Member of which is executed by his duly authorized attorney-in-fact. Such proxy shall be dated and filed with the secretary of the corporation or other person authorized to tabulate votes before or at the time of the meeting. Unless a time of expiration is otherwise specified, a proxy is valid for eleven months. A proxy is revocable unless executed in compliance with S. C. Code Ann. 33-7-220(d), or any succeeding statute of like tenor and effect.
- (d) Votes may be cast in person or by absentee ballot. Absentee ballots must be filed with the Secretary before the appointed time of the meeting for which their use is sought.
- (e) Approval or disapproval of an Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such Owner if in an Association meeting.
- (f) Except where otherwise required under the provision of the Certificate of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners holding at least a majority of the total votes cast at a meeting at which a quorum is present, shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- (a) The annual members meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, on the second Saturday in January of each year for the purposes of transacting any other business authorized to be transacted by the members. The first annual meeting shall be held in 2002.

- (b) Special members meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the outstanding votes.
- (c) Notice of all members meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice was received by him or her. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at his or her post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set for in the Declaration, the members who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than quorum, is present.
- (d) At meetings of the membership, the President shall preside or, in the absence of the President, the membership may select a chairman in the event that the Board does not designate an acting President or presiding officer for any such meeting.
- (e) The order of business at annual members' meetings, and, as far as practical, at any other members meeting, shall be:
 - (i) Calling of the role and certifying proxies.
 - (ii) Proof of notice of meeting or waiver of meeting
 - (iii) Reading of minutes.
 - (iv) Reports of officers.
 - (v) Reports of committees.
 - (vi) Unfinished business.
 - (vii) New business.
 - (viii) Adjournment

4. BOARD OF DIRECTORS

Section 1. Number.

The affairs of the Association shall be managed by a Board of five (5) directors, who must either be members of the Association or designated by the Developer.

Section 2. Term of Office.

The term of each director shall be for one (1) year or until a successor director is elected.

Section 3. Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, the resignation of or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation.

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

Section 5. Action Taken Without a Meeting.

The directors shall have the right to take any action in the absence of a meeting of the directors which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Nomination and Election of Directors**Section 6. Nomination.**

Nomination for election to the Board of Directors shall be made from the floor at the annual meeting, or by nominating committee appointed by the Board of Directors. Such nominations may be made by a member only. Nominees shall be members unless designees of the Developer.

Section 7. Election.

Election to the Board of Directors shall be by secret written ballot. At such election the members, in person or by absentee ballot, may cast, in respect to each vacancy, one (1) vote for each Lot owned (subject to any contrary provisions of the Declaration). The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Meeting of Directors**Section 8. Regular Meetings.**

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

Section 9. Special Meetings.

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

Section 10. Quorum.

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

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

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

Powers and Duties of the Board of Directors

Section 11. Powers.

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

- (a) To prepare and adopt a budget, make, levy, and collect assessments against members and members' Lots to defray the costs of the Common Areas and facilities of the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance, and management of the Common Areas, services and facilities of the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (c) To carry out the reconstruction of improvements after casualty and further improvement of the property, real and personal;
- (d) To make and amend regulations governing the use of the property, real and personal, in the Subdivision so long as such regulations and amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of such Declaration;
- (e) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Lots in the Subdivision, as may be necessary or convenient in the operation and management of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association.

- (f) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the property in the Subdivision;
- (g) To pay all taxes and assessments which are liens against any part of the Subdivision other than Lots and the appurtenances thereto, and to assess the same against the members and their respective lots subject to such liens;
- (h) To carry insurance for the protection of the Subdivision, the members of the Association, and the Association against casualty, liability and other risks;
- (i) To pay all costs of power, water, sewer, and other utility services rendered to the Association and not billed to the Owners of the separate Lots; and
- (j) To employ personnel for reasonable compensation to perform the services required for property administration of the purposes of the Association as well as to dismiss said personnel;
- (k) To adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (l) To suspend the voting rights and rights to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published rules and regulations.
- (m) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration and not reserved to the membership by other provisions of these By-Laws, or the Certificate of Incorporation;
- (n) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from four (4) consecutive meetings of the Board of Directors;

Section 12. Duties.

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) Establish a fiscal year;
- (d) Establish the annual assessment period and fix the amount of the annual assessment against each member for each lot owned at least thirty (30) days in advance of each annual assessment;

- (e) Establish the initial deposit to be made by each member in order to bring his total assessment deposit to the level required to meet his proportional share of the common expense;
- (f) Send written notice of each assessment to every Lot owner, at least thirty (30) days in advance of each annual assessment period, and levy all such assessments as liens;
- (g) Collect as such assessments at annually or other such regular intervals as may be determined at its discretion;
- (h) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (i) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payments;
- (j) Procure and maintain liability and other hazard insurance on property owned by the Association;
- (k) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (l) Cause all of the facilities to be maintained;
- (m) Have a management agent for any of the above; and
- (n) Procure and maintain officers and directors liability insurance as it may deem appropriate.

Section 13. Meeting Location.

Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or directors may be held at any place within the State of South Carolina.

Section 14. Actions Without Meetings.

To the extent now or from time to time hereafter permitted by the law of South Carolina the directors may take any action which they might take at a meeting of directors without a meeting, a record of any such action so taken, signed by each director, to be retained in the Association's minute book and given equal dignity by all persons with the minutes of meeting duly called and held.

Section 15. Indemnity.

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

5. OFFICERS

- (a) The executive officers of the Association shall be the President, first Vice-President, second Vice-President, Secretary and Treasurer. All of whom shall be elected annually by the Board of Directors and who may be temporarily removed by vote of the directors at any meeting. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- (b) The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association.
- (c) The first Vice-President, and then the second Vice-President, shall in the absence or disability of the President, exercise the powers and perform the duties of President. They shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- (d) The Secretary shall keep the minutes of all proceedings of the directors and the members. The secretary shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. He or she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors of President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.
- (e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
- (f) The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director from management of the Association.

6. FISCAL MANAGEMENT

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

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

- (b) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to, the following items:
- I. Common expense budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and/or replacement of all of common areas and the entry way and entrances signs.
 - II. Proposed assessments against each member. Copies of the proposed budget and proposed assessments shall be transmitted to each member at least sixty (60) days prior to the first day of the fiscal year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to be at any time in their sole discretion levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.
- (c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a quarterly basis unless changed by a vote of the majority of the Board of Directors.
- (d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.
- (e) An audit of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member not later than 90 days after the last day of the fiscal year for which the report is made.
- (f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half (1/2) the amount of the total annual assessment against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BY-LAWS

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

- (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association owning two-thirds (2/3rds) of the total Lots in the Subdivision, whether meeting as members or by instrument in writing signed by them.
- (b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members if required as herein set forth.
- (c) In order for such amendment or amendments to become effective, the same must be approved by Owners holding at least a majority of the total votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Register of Mesne Conveyances of Dorchester County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.
- (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by absentee ballot, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.
- (e) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws which shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Developer, nor will any right of any Lot mortgagee be affected without the express written consent of said mortgagee(s).
- (f) In the alternative, the Developer may amend these By-Laws in the manner provided in the Declaration for amendments to the Declaration by the Developer.
- (g) HUD/VA shall have the right to veto amendments while there is a Class B membership.

9. ASSESSMENTS

9.1. PURPOSE OF ASSESSMENTS.

The assessments for Common expenses provided for herein shall be used for the general purposes of promoting the appearance of the Subdivision for the common benefit and enjoyment of the Owners and occupants of the Subdivision, and maintaining the entrance, landscaping and signage and common areas.

9.2. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association: (a) annual assessments, such assessments to be established and collected as

provided in Paragraph 12.3 hereof; (b) special assessments, such assessments to be established and collected as provided in Paragraph 12.4 hereof. Any such assessments, together with late charge of five (5%) percent of the assessment per month, or in an amount to be determined by the Board, from time to time, together with interest, court costs and reasonable attorneys' fees incurred to enforce or collect such assessments shall be an equitable charge and a continuing lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his grantee to recover from his grantor an amounts paid by such grantee therefore, provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors, or assigns, and who take title to a Lot through foreclosure, or to any purchaser of such Lot at such foreclosure sale until title vests at which time charges for assessments apply as to any other Owner. In the event of co-ownership of any Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid annually unless otherwise provided by the Board. Assessments shall be late and delinquent if not paid within thirty (30) days following the due date.

9.3. COMPUTATION OF ANNUAL ASSESSMENTS.

Each owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay the Association: (a) annual assessments, such assessments to be established and collected as provided in Paragraph 12.3 hereof; (b) special assessments, such assessments to be established and collected as provided in Paragraph 12.4 hereof; Any such assessments, together with late charges of five (5%) percent of the assessment per month, or in an amount to be determined by reasonable attorneys' fees incurred to enforce or collect such assessment shall be an equitable charge and a continuing lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his grantee shall take title to such Lot subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor an amounts paid by such grantee therefore; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors or assigns, and who take title to a Lot through foreclosure, or to any purchaser of such Lot at such foreclosure sale until title vests at which time charges for assessments apply as to any other Owner. In the event of co-ownership of any Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid annually unless otherwise provided by the Board. Assessments shall be late and delinquent if not paid within thirty (30) days following the due date.

It shall be the duty of the Board at least ninety (90) days prior to the commencement of the Association's fiscal year to prepare and adopt a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution of reserve account if necessary for the capital needs of the Association. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The Developer may develop additions to the Subdivision. If so the Developer agrees to impose these same Declaration and By-Laws on such additions. Assessments shall continue to be equal and the Lots being added to the Subdivision shall continue to be equal and the Lots being added to the Subdivision shall thenceforth pay assessments which are equal to those imposed upon Property and Lots previously in the Subdivision. The Association's budget shall be revisable by the Board, without the necessity of approval by the Owners, to such additional Lots. In the event the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been

determined as provided herein, the budget and annual assessment in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, as last published at the Consumer Price Index (all Urban Consumer, United States City Average, All Items 1967=100), as published by the United States Department of Labor, Bureau of Labor Statistics, or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Paragraph 12.5 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

9.3.1. Management fees and expenses of administration including legal and accounting fees;

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

9.3.3. The cost of any policies of insurance purchased from the benefit of all Owners and the Association for hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

9.3.4. The expenses of maintenance, operation and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of the Declaration;

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

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

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

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

9.4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

9.5. INITIAL ASSESSMENT.

At the time of the first sale of each Lot from the Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an initial assessment equal to the pro-rated share of the assessment for the balance of the then current year which shall be paid to the Association at closing. Such initial assessments shall not be considered as advance payment of regular assessments.

9.6. LIENS.

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

9.7. EFFECT OF NONPAYMENT: REMEDIES OF THE ASSOCIATION.

Any assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days after the date when due shall incur a late charge of five (5%) percent per month or an amount as may be determined by the Board from time to time. A lien and equitable charge as herein provided for each assessment shall be attached simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the annual assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge of five (5%) percent of the assessment per month or any amount established by the Board of Directors, all costs of collection (including reasonable attorney's fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

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

Association before the payment of any proceeds of purchase to the Owner or such Owner who is responsible of repayment of such delinquent assessment.

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

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it.

9.8. CERTIFICATE.

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

9.9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT.

The annual assessments provided for herein shall commence as to each Lot as set forth in the Declaration.

10. DEFINITIONS

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

11. CONFLICTS

In the event of any conflict between the provisions of the Declaration and the provisions of these By-Laws, the provisions of the Declaration shall control.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its duly authorized Officers and Exhibit A signed by the requisite number of Owners.

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

CERTIFICATION

We, Ancilea Dawn Griffin (*President*), James Ray Barfield (*Vice-President*), Diane Perry (*Secretary*), and Mark Prario (*Treasurer*), duly authorized Officers of the Association, representing a majority of the Board of Directors ("the Board") of the Association, do here by certify that we have caused these presents to be executed, and that a majority of the Board has approved the within Additional/ Supplemental Amendments on behalf of Southern Magnolias Homeowner's Association, Inc. to Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Southern Magnolias and that they have been signed by a quorum majority of the Owners of the Association as is indicated by their signatures on the attached Exhibit A, which is incorporated by reference into this document as if stated verbatim herein.

WITNESS our Hand and Seal this the 21st day of February, 2007.

WITNESSED

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 (Signature)
Matthew T. Perry
Witness #2 Notary Public (Print Name)
[Signature] 2/20/2011
Notary Signature Expiration

Southern Magnolias Homeowners Association
The Association (see Page 1 for full name)
By: [Signature]
Ancilea Dawn Griffin, President and Director

[Signature]
Witness #1 (Signature)
Matthew T. Perry
Witness #2 Notary Public (Print Name)
[Signature] 2/20/2011
Notary Signature Expiration

The Association (see Page 1 for full name)
By: [Signature]
James Ray Barfield, Vice President and Director

[Signature]
Witness #1 (Signature)
Matthew T. Perry
Witness #2 Notary Public (Print Name)
[Signature] 2/20/2011
Notary Signature Expiration

The Association (see Page 1 for full name)
By: [Signature]
Diane Perry, Secretary and Director

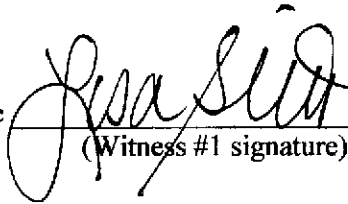
[Signature]
Witness #1 (Signature)
Matthew T. Perry
Witness #2 Notary Public (Print Name)
[Signature] 2/20/2011
Notary Signature Expiration

The Association (see Page 1 for full name)
By: [Signature]
Mark Prario, Treasurer and Director

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PERSONALLY appeared the undersigned witness who, on oath, says that (s)he saw the within named Ancilea Dawn Griffin (President), James Ray Barfield (Vice-President), Diane Perry (Secretary), and Mark Prario (Treasurer), on behalf of and being duly authorized by Southern Magnolias, Inc., sign, seal, and as their act and deed, deliver the within Certification and Additional/ Supplemental Amendments on behalf of Southern Magnolias Homeowners Association, Inc. to Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Southern Magnolias, and the (s)he with the other witness above subscribed witnessed the execution thereof.

SWORN to before me this the



(Witness #1 signature)

21st day of February, 2007.



NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 2/20/2011

Ernest Smith
Member Name

Ernest Smith
Member Signature

157 Antebellum
Member Address

1-13-07
Date

BS
Section Three
Registered Agent

BS
Section Fourteen
Covenant Violations

BS
Section Twenty-Four
Signage

BS
Section Thirty
Animals

BS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

PAT HUTTON
Member Name

[Signature]
Member Signature

153 ANTEBELLUM WAY
Member Address

01/13/07
Date

PAH
Section Three
Registered Agent

PAH
Section Fourteen
Covenant Violations

PAH
Section Twenty-Four
Signage

PAH
Section Thirty
Animals

PAH
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Frances A. Crist
Member Name

[Signature]
Member Signature

133 Antebellum Way
Member Address

01/13/07
Date

[Signature]
Section Three
Registered Agent

[Signature]
Section Fourteen
Covenant Violations

[Signature]
Section Twenty-Four
Signage

[Signature]
Section Thirty
Animals

[Signature]
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

EXHIBIT
"A"

James Cole
Member Name

[Signature]
Member Signature

116 Cottonton Cove
Member Address

1-13-07
Date

<u>[Signature]</u> Section Three Registered Agent	<u>[Signature]</u> Section Fourteen Covenant Violations	<u>[Signature]</u> Section Twenty-Four Signage	<u>[Signature]</u> Section Thirty Animals	<u>[Signature]</u> Section Forty-Three Garage Doors
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By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Rob Groce
Member Name

[Signature]
Member Signature

113 Antebellum Way
Member Address

01/13/07
Date

<u>[Signature]</u> Section Three Registered Agent	<u>[Signature]</u> Section Fourteen Covenant Violations	<u>[Signature]</u> Section Twenty-Four Signage	<u>[Signature]</u> Section Thirty Animals	<u>[Signature]</u> Section Forty-Three Garage Doors
---	---	--	---	---

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Phillip Tobias
Member Name

[Signature]
Member Signature

176 Antebellum Way
Member Address

01/13/07
Date

<u>[Signature]</u> Section Three Registered Agent	<u>[Signature]</u> Section Fourteen Covenant Violations	<u>[Signature]</u> Section Twenty-Four Signage	<u>[Signature]</u> Section Thirty Animals	<u>[Signature]</u> Section Forty-Three Garage Doors
---	---	--	---	---

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Ridgely Johnson
Member Name

Ridgely Johnson
Member Signature

143 Antebellum Way
Member Address

01/13/07
Date

RS
Section Three
Registered Agent

RS
Section Fourteen
Covenant Violations

RS
Section Twenty-Four
Signage

RS
Section Thirty
Animals

RS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please do not write on this line)

JUSTIN ACREE
Member Name

Justin K Acree
Member Signature

182 ANTEBELLUM WAY
Member Address

JANUARY 27, 2007
Date

JKA
Section Three
Registered Agent

JKA
Section Fourteen
Covenant Violations

JKA
Section Twenty-Four
Signage

JKA
Section Thirty
Animals

JKA
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please do not write on this line)

Kimberly Holt
Member Name

Kimberly Holt
Member Signature

178 Cotillion Cres.
Member Address

1/19/07
Date

KH
Section Three
Registered Agent

KH
Section Fourteen
Covenant Violations

KH
Section Twenty-Four
Signage

KH
Section Thirty
Animals

KH
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

John J. Smith
Member Name

John J. Smith
Member Signature

120 Antebellum Way
Member Address

1-23-07
Date

(I would like to see a seven day time period to correct a violation)

yes JS
Section Three
Registered Agent

No NO
Section Fourteen
Covenant Violations

yes JS
Section Twenty-Four
Signage

yes JS
Section Thirty
Animals

yes JS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Amy Thirkettle
Member Name

Amy Thirkettle
Member Signature

116 Cotillion Cres.
Member Address

Feb 2, 2007
Date

A.T.
Section Three
Registered Agent

A.T.
Section Fourteen
Covenant Violations

A.T.
Section Twenty-Four
Signage

A.T.
Section Thirty
Animals

A.T.
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Angela + John Stone
Member Name

Angela L. Stone
Member Signature

111 Cotillion Crescent
Member Address

Feb. 2, 2007
Date

AJS
Section Three
Registered Agent

AJS
Section Fourteen
Covenant Violations

AJS
Section Twenty-Four
Signage

AJS
Section Thirty
Animals

AJS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Carol Hunter
Member Name

Carol Hunter
Member Signature

1416 Cotillion Cresc
Member Address

1/31/07
Date

CH
Section Three
Registered Agent

CH
Section Fourteen
Covenant Violations

CH
Section Twenty-Four
Signage

CH
Section Thirty
Animals

CH
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Brenda + Randy Thomason
Member Name

Brenda N Y
Member Signature

118 Cotillion Crescent
Member Address

2/2/07
Date

BT
Section Three
Registered Agent

BT
Section Fourteen
Covenant Violations

BT
Section Twenty-Four
Signage

BT
Section Thirty
Animals

BT
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please complete in blue ink)

Merze French
Member Name

Merze French
Member Signature

137 Antebellum Way
Member Address

1-22-07
Date

MF
Section Three
Registered Agent

MF
Section Fourteen
Covenant Violations

MF
Section Twenty-Four
Signage

MF
Section Thirty
Animals

MF
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Daryl B Bounds
Member Name

Daryl B. Bounds
Member Signature

175 Antebellum Way
Member Address

1/25/07
Date

DBB
Section Three
Registered Agent

~~DBB~~ No
Section Fourteen
Covenant Violations

DBB
Section Twenty-Four
Signage

DBB
Section Thirty
Animals

DBB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Kristy Davis
Member Name

Kristy Davis
Member Signature

177 Antebellum Way
Member Address

01/27/07
Date

KD
Section Three
Registered Agent

KD
Section Fourteen
Covenant Violations

KD
Section Twenty-Four
Signage

KD
Section Thirty
Animals

KD
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Scott Brown
Member Name

Scott Brown
Member Signature

169 Antebellum Way
Member Address

27 Jan 07
Date

SB
Section Three
Registered Agent

SB
Section Fourteen
Covenant Violations

SB
Section Twenty-Four
Signage

SB
Section Thirty
Animals

SB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Kaneka Jackson
Member Name

Kaneka Jackson
Member Signature

174 Antebellum Way
Member Address

1/27/07
Date

[Signature]
Section Three
Registered Agent

[Signature]
Section Fourteen
Covenant Violations

[Signature]
Section Twenty-Four
Signage

[Signature]
Section Thirty
Animals

[Signature]
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

CARL BELL
Member Name

Carl S Bell
Member Signature

172 Antebellum Way
Member Address

1-27-07
Date

CB
Section Three
Registered Agent

CB
Section Fourteen
Covenant Violations

CB
Section Twenty-Four
Signage

CB
Section Thirty
Animals

CB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Roland Bough
Member Name

Roland Bough
Member Signature

178 Antebellum Way
Member Address

1-27-07
Date

NO X
Section Three
Registered Agent

NO X
Section Fourteen
Covenant Violations

Yes RB
Section Twenty-Four
Signage

NO X
Section Thirty
Animals

Yes RB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

CHARLES J. VINCENT
Member Name

Charles Vincent
Member Signature

115 Cotillion Crescent
Member Address

Jan 13, 2007
Date

CJV
Section Three
Registered Agent

CJV
Section Fourteen
Covenant Violations

CJV
Section Twenty-Four
Signage

CJV
Section Thirty
Animals

CJV
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Robin M Ellis
Member Name

Robin M. Ellis
Member Signature

136 Antebellum Way
Member Address

Jan 13, 2007
Date

RE
Section Three
Registered Agent

RE
Section Fourteen
Covenant Violations

RE
Section Twenty-Four
Signage

RE
Section Thirty
Animals

RE
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Latoya Lee
Member Name

Latoya Lee
Member Signature

154 Cotillion Crescent
Member Address

13 Jan 2007
Date

LLL
Section Three
Registered Agent

LLL
Section Fourteen
Covenant Violations

LLL
Section Twenty-Four
Signage

LLL
Section Thirty
Animals

LLL
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Maria Litchfield
Member Name

Maria Litchfield
Member Signature

1102 Antebellum way
Member Address

1-13-07
Date

ML
Section Three
Registered Agent

ML
Section Fourteen
Covenant Violations

ML
Section Twenty-Four
Signage

ML
Section Thirty
Animals

ML
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Laura Smith
Member Name

Laura Smith
Member Signature

180 Cotillion Crescent
Member Address

07-31-07
Date

LS
Section Three
Registered Agent

LS
Section Fourteen
Covenant Violations

LS
Section Twenty-Four
Signage

LS
Section Thirty
Animals

LS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Ken Cady
Member Name

Ken Cady
Member Signature

168 Cotillion Cres.
Member Address

1/31/07
Date

K.C.
Section Three
Registered Agent

K.C.
Section Fourteen
Covenant Violations

K.C.
Section Twenty-Four
Signage

K.C.
Section Thirty
Animals

K.C.
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Michele Summers
Member Name

Michele A. Summers
Member Signature

132 Antebellum Way
Member Address

January 23, 2007
Date

Yes MLS
Section Three
Registered Agent

Yes MLS
Section Fourteen
Covenant Violations

Yes MLS
Section Twenty-Four
Signage

Yes MLS
Section Thirty
Animals

Yes MLS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Richard M. Baker
Member Name

R.M. Baker
Member Signature

159 Cotillion Cres
Member Address

Jan 31, 2007
Date

Yes RMB
Section Three
Registered Agent

Yes RMB
Section Fourteen
Covenant Violations

Yes RMB
Section Twenty-Four
Signage

Yes RMB
Section Thirty
Animals

Yes RMB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Richard Merritt
Member Name

RM
Member Signature

143 Cotillion Crescent
Member Address

1/31/07
Date

RM
Section Three
Registered Agent

RM
Section Fourteen
Covenant Violations

RM
Section Twenty-Four
Signage

RM
Section Thirty
Animals

RM
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Randi Barnard
Member Name

Randi Barnard
Member Signature

128 Colinton Crescent
Member Address

1/13/06
Date

RLB
Section Three
Registered Agent

RLB
Section Fourteen
Covenant Violations

RLB
Section Twenty-Four
Signage

RLB
Section Thirty
Animals

RLB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Heliador Enciso
Member Name

Heliador Enciso
Member Signature

155 ANTEBELLUM WAY
Member Address

1/31/07
Date

HE
Section Three
Registered Agent

H-E
Section Fourteen
Covenant Violations

H-E
Section Twenty-Four
Signage

H-E
Section Thirty
Animals

H-E
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

DONALD VAN TOL
Member Name

Donald Van Tol
Member Signature

179 Antebellum Way
Member Address

1-31-07
Date

DIT
Section Three
Registered Agent

DIT
Section Fourteen
Covenant Violations

DIT
Section Twenty-Four
Signage

DIT
Section Thirty
Animals

DIT
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Jennifer Morgan
Member Name

Jennifer Morgan
Member Signature

176 Cotillion
Member Address

1/27/07
Date

JM
Section Three
Registered Agent

NO
Section Fourteen
Covenant Violations

JM
Section Twenty-Four
Signage

JM
Section Thirty
Animals

JM
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Luciana Hall
Member Name

Luciana Hall
Member Signature

174 Cotillion Cres.
Member Address

1/27/07
Date

LHA
Section Three
Registered Agent

LHA
Section Fourteen
Covenant Violations

LHA
Section Twenty-Four
Signage

LHA
Section Thirty
Animals

LHA
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

William Sandler
Member Name

W.F.S.
Member Signature

167 Antebellum Way
Member Address

1/29/07
Date

W.F.S.
Section Three
Registered Agent

D.N. Agree
Section Fourteen
Covenant Violations

W.F.S.
Section Twenty-Four
Signage

W.F.S.
Section Thirty
Animals

D.N. Agree
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Robin Stewart
Member Name

Robin Stewart
Member Signature

114 Antebellum Way
Member Address

1-13-7
Date

RS
Section Three
Registered Agent

RS
Section Fourteen
Covenant Violations

RS
Section Twenty-Four
Signage

RS
Section Thirty
Animals

RS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Thomas J. Pitzer
Member Name

TJP
Member Signature

117 Antebellum Way
Member Address

1-13-07
Date

TJP
Section Three
Registered Agent

TJP
Section Fourteen
Covenant Violations

TJP
Section Twenty-Four
Signage

TJP
Section Thirty
Animals

TJP
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Jamie Manning
Member Name

Jamie Manning
Member Signature

112 Antebellum Way
Member Address

2-1-07
Date

JM
Section Three
Registered Agent

JM
Section Fourteen
Covenant Violations

JM
Section Twenty-Four
Signage

JM
Section Thirty
Animals

JM
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Amy C. Jamison
Member Name

Amy Jamison
Member Signature

109 Cotillion Crescent
Member Address

1/23/07
Date

AS
APPROVE AS
Section Three
Registered Agent

AS
Section Fourteen
Covenant Violations

AS
APPROVE AS
Section Twenty-Four
Signage

AS
APPROVE AS
Section Thirty
Animals

AS
APPROVE AS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Michael T. Riskey
Member Name

[Signature]
Member Signature

135 Antebellum Way
Member Address

23 Jan 2007
Date

MR
Section Three
Registered Agent

MR
Section Fourteen
Covenant Violations

MR
Section Twenty-Four
Signage

MR
Section Thirty
Animals

MR
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

ROBERT W SMITH
Member Name

[Signature]
Member Signature

119 ANTEBELLUM WAY
Member Address

1/23/07
Date

RS
Section Three
Registered Agent

RS
Section Fourteen
Covenant Violations
would like to see a 7 day time period to no covenant violation

RS
Section Twenty-Four
Signage

RS
Section Thirty
Animals

RS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

NATHAN BRINDELAND
Member Name

[Signature]
Member Signature

150 COLLISON CRES
Member Address

11/22/07
Date

NS
Section Three
Registered Agent

NS
Section Fourteen
Covenant Violations

NS
Section Twenty-Four
Signage

NS
Section Thirty
Animals

NS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please complete in blue ink)

Jennifer Peta Cruz
Member Name

[Signature]
Member Signature

163 Antebellum Way
Member Address

1-23-07
Date

JD
Section Three
Registered Agent

JD
Section Fourteen
Covenant Violations

JD
Section Twenty-Four
Signage

JD
Section Thirty
Animals

JD
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please complete in blue ink)

Laura Griffen
Member Name

[Signature]
Member Signature

27 Linwood Ave, Austin TX 78766
Member Address
(127 antebellum way)

1/21/07
Date

LD
Section Three
Registered Agent

LD
Section Fourteen
Covenant Violations

LD
Section Twenty-Four
Signage

LD
Section Thirty
Animals

LD
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Madep C. Fuentes
Member Name

Madep C. Fuentes
Member Signature

115 Antebellum Way
Member Address
Summerville, SC 29483

1-23-2007
Date

M.C.F.
Section Three
Registered Agent

M.C.F.
Section Fourteen
Covenant Violations

M.C.F.
Section Twenty-Four
Signage

M.C.F.
Section Thirty
Animals

M.C.F.
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please Print Name and Address)

BILLIE J. BRIGHT
William N. Bright
Member Name
134 Antebellum Way
Summerville, SC 29483-8147
Member Address

William Bright & Billie Jean Bright
Member Signature
1/23/07
Date

WB & BJB
Section Three
Registered Agent

WB & BJB
Section Fourteen
Covenant Violations

WB & BJB
Section Twenty-Four
Signage

WB & BJB
Section Thirty
Animals

WB & BJB
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

(Please Print Name and Address)

Nancy Smith
Member Name
129 Antebellum Way
Member Address

Nancy Smith
Member Signature
1/23/07
Date

NS
Section Three
Registered Agent

NS
Section Fourteen
Covenant Violations

NS
Section Twenty-Four
Signage

NS
Section Thirty
Animals

NS
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

DIANA YORK
Member Name

[Signature]
Member Signature

166 Antebellum Hwy
Member Address

Jan 22-07
Date

[Initials]
Section Three
Registered Agent

[Initials]
Section Fourteen
Covenant Violations

[Initials]
Section Twenty-Four
Signage

[Initials]
Section Thirty
Animals

[Initials]
Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Member Name

Member Signature

Member Address

Date

Section Three
Registered Agent

Section Fourteen
Covenant Violations

Section Twenty-Four
Signage

Section Thirty
Animals

Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

Member Name

Member Signature

Member Address

Date

Section Three
Registered Agent

Section Fourteen
Covenant Violations

Section Twenty-Four
Signage

Section Thirty
Animals

Section Forty-Three
Garage Doors

By placing their initials on the perspective line; the formentioned member agrees they have received a written copy of the proposed changes to the Southern Magnolias Covenants and Restrictions (slated for vote and change in January 2007) and therefore initial their approval of stated changes.

PROXY INSTRUCTIONS

BK 5870PG265

If you think you may not be able to attend our meetings or aren't sure, please:

1. Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.
2. Validate your proxy with your signature, date, address, and witness.
3. Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

Southern Magnolias Homeowners Association

PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.
(Check one of the two lines below.)

Another Member (print name) : _____

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: Vote for January 13th annual meeting -

Date: 1/02/07

Your Signature (only one signature necessary): Donald Boerst

Your Name (printed) : DONALD BOERST

Address at Southern Magnolias: 141 Antebellum Way

Date: 1/2/07

Witness Signature: [Signature]

Witness Name (printed) : JAMES RAY BARFIELD

Witness Address: 148 Antebellum Way

You may indicate on this form any specific instructions for your proxy-holder with respect to your voting preference. This proxy shall be valid for eleven (11) months after date signed unless revoked by issuer in writing.

PROXY INSTRUCTIONS

BK 5870PG266

If you think you may not be able to attend our meetings or aren't sure, please:

Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.

Validate your proxy with your signature, date, address, and witness.

Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

Southern Magnolias Homeowners Association

PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.

(Check one of the two lines below.)

Another Member (print name): BOARD

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: Proxy Vote for 1-13-07 meeting

Date: 1-13-07

Your Signature (only one signature necessary): Linda S Dean

Your Name (printed): LINDA S. DEAN

Address at Southern Magnolias: 150 Antebellum Way

Date: 1-13-07

Witness Signature: James Ray Barfield

Witness Name (printed): JAMES RAY BARFIELD

Witness Address: 148 Antebellum Way

You may indicate on this form any specific instructions for your proxy-holder with respect to your voting preference. This proxy shall be valid for eleven (11) months after date signed unless revoked by issuer in writing.

PROXY INSTRUCTIONS

BK 5870PG267

If you think you may not be able to attend our meetings or aren't sure, please:

1. Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.
2. Validate your proxy with your signature, date, address, and witness.
3. Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

RECEIVED
1/31/07

Southern Magnolias Homeowners Association

PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.
(Check one of the two lines below.)

Another Member (print name): Carl and Maria Litchfield

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: _____

Date: 1-26-07

Your Signature (only one signature necessary): Janice Edwards

Your Name (printed): Janice Edwards

Address at Southern Magnolias: 162 Antebellum Way

Date: 1-26-07

Witness Signature: T. Edwards Expires 9/23/2014

Witness Name (printed): T. L. Edwards NOTARY PUBLIC.

Witness Address: 302 Middleton Blvd Summerville, SC 29485

You may indicate on this form any specific instructions for your proxy-holder with respect to your voting preference. This proxy shall be valid for eleven (11) months after date signed unless revoked by issuer in writing.

PROXY INSTRUCTIONS

BK 5870PG268

If you think you may not be able to attend our meetings or aren't sure, please:

Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.

Validate your proxy with your signature, date, address, and witness.

Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

Southern Magnolias Homeowners Association

PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.

(Check one of the two lines below.)

Another Member (print name) : _____

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: _____

Date: 1/15/07

Your Signature (only one signature necessary): Brandon Spivy

Your Name (printed): Brandon Spivy

Address at Southern Magnolias: 180 Antebellum Way

Date: 1/15/07

Witness Signature: Archie Dawn Griffin

Witness Name (printed): Archie Dawn Griffin

Witness Address: 173 Antebellum Way

You may indicate on this form any specific instructions for your proxy-holder with respect to your voting preference. This proxy shall be valid for eleven (11) months after date signed unless revoked by issuer in writing.

PROXY INSTRUCTIONS

BK 5870PG269

If you think you may not be able to attend our meetings or aren't sure, please:

1. Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.
2. Validate your proxy with your signature, date, address, and witness.
3. Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

Southern Magnolias Homeowners Association

PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.
(Check one of the two lines below.)

Another Member (print name) : _____

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: _____

Date: 11-29-06 Bro-Wan Enterprises Inc.

Your Signature (only one signature necessary) Susan Brock

Your Name (printed) : Susan L. Brock

Address at Southern Magnolias: 122-124 Cotillion Crescent

Date: 11-29-06
Witness Signature: [Signature]

Witness Name (printed) : Ronald K. Brock

Witness Address: 105 S. Ansel Crossing, Goose Creek 29445

You may indicate on this form any specific instructions for your proxy-holder with respect to your voting preference. This proxy shall be valid for eleven (11) months after date signed unless revoked by issuer in writing.

PROXY INSTRUCTIONS

BK 5870PG270

If you think you may not be able to attend our meetings or aren't sure, please:

1. Select the name of the homeowner you wish to give your proxy to or mark your ballot allowing the Board to cast your vote.
2. Validate your proxy with your signature, date, address, and witness.
3. Return it to the HOA box posted at 173 Antebellum Way or send to SMHOA at PO Box 636, Summerville, SC 29484-0636

Southern Magnolias Homeowners Association
PROXY

Association Secretary: I/We hereby assign my/our proxy to vote on matters discussed at meetings concerning the Southern Magnolias Homeowners Association.
 (Check one of the two lines below.)

Another Member (print name) : _____

Board of Directors, and direct that my ballot be cast as they shall vote.

Any special instruction for proxy-holder: _____

Date: 12/2/06

Your Signature (only one signature necessary): *Stephen D. Kenstler*

Your Name (printed) : Stephen D. Kenstler

Address at Southern Magnolias: 148 Cotillion Crescent

Date: 12/2/06

Witness Signature: *Jenny R. Kenstler*

Witness Name (printed) : Jenny R. Kenstler