

**STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS**

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SC Court of Appeals

Appeal from the Court of Common Pleas
For Charleston County
Honorable Michael R. Scarborough, Master-In-Equity
Civil Action No.: 2023-CP-10-02281
Appellate Case No. 2025-001775

GRAND OAKS BOULEVARD ASSOCIATION, INC.,

Appellant,

v.

PROXIMITY NEIGHBORHOODS MASTER ASSOCIATION, INC.,

Respondent.

**RECORD ON APPEAL
- VOLUME II -**

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REC'D. RECYCLED 11-10-14
PER. 10/14/14
RMC 10/14/14
CLERK OF COURT COUNTY SC

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
PROXIMITY NEIGHBORHOODS MASTER ASSOCIATION, INC.**

This Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. (the "Declaration") is made this 6th day of November, 2014 by Grand Bees Development, LLC, a Florida limited liability company, with an address of 80 Alexander Street, First Floor, Charleston, South Carolina 29403 (the "Declarant"), with the consent of The Ryland Group, Inc., a Maryland corporation ("Ryland").

Section 1: The Property

1.1 Existing Property

A. Declarant Property: Declarant is the owner of those certain pieces, parcels, or tracts of land and other property rights located in Charleston County, South Carolina more particularly described in the attached Exhibit A (the "Declarant Property").

B. Ryland Property: Ryland is the owner of those certain pieces, parcels, or tracts of land and other property rights located in Charleston County, South Carolina more particularly described in the attached Exhibit B (the "Ryland Property").

C. Property Subject to Declaration: The Declarant Property and the Ryland Property shall hereinafter be collectively referred to as the "Property." Declarant and Ryland (collectively, the "Property Owners"), by recording this Declaration, desire to subject the Property to the provisions of this Declaration to establish a general plan of development for the Property (alternatively sometimes referred to herein as the "Community") or portions thereof (such portions sometimes referred to herein as "Neighborhoods").

D. Inapplicability of Horizontal Property Act: This Declaration does not and is not intended to create a condominium or other horizontal property regime governed by the Horizontal Property Act, codified at section 27-31-10 to -440 of the South Carolina Code (Supp. 2014).

1.2 Additional Property: The Declarant, its successors and assigns as declarant, shall have the right, without further consent of Ryland or the Association (as hereinafter defined), at any time prior to January 1, 2045, to bring within the plan and operation of this Declaration any properties adjacent, contiguous or nearly contiguous to the Property, whether or not said properties are owned by Declarant or a third party; provided, however, that the written consent and joinder of the legal owners of such properties shall be required. Such properties may be subjected to this Declaration as one (1) parcel or several parcels at various times and accomplished pursuant to the filing of one (1) or more supplemental declarations. A property shall be deemed "nearly

contiguous" if any portion of such property is located within one thousand feet (1,000') of any boundary of the Property.

1.3 Removal of Property

A. Generally: Declarant shall have the right, without further consent of Ryland or the Association, at any time prior to January 1, 2045, to remove from the Community and operation of this Declaration any property within the Community pursuant to the filing of one (1) or more supplemental declarations; provided, however, that the removal of any property shall require the written consent of any owner of such property, if not Declarant, and further provided that any such property shall not have been improved by the construction thereon of any Residential Unit or Commercial Unit.

B. Property Conveyed to County: Without limiting the foregoing, Declarant shall have the right, without further consent of Ryland or the Association, at any time prior to January 1, 2045, to remove from the Community and operation of this Declaration any portion of the Property hereafter conveyed to Charleston County, South Carolina or any other governmental entity pursuant to the filing of one (1) or more supplemental declarations; provided, however, that the removal of any property shall require the written consent of any owner of such property, if not Declarant, and further provided that any such property shall not have been improved by the construction thereon of any Residential Unit or Commercial Unit.

1.4 Binding Effect and Duration

A. Binding Effect: The Property shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

B. Duration: This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner (as hereinafter defined), and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded. After such time, this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the then Owners has been recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument. Notwithstanding the foregoing, if any provision of this Declaration would be unlawful, void, or voidable by reason of any South Carolina law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush. Nothing in this Section 1.4.B shall be construed to terminate any easement created in this Declaration without the consent of the holder of such easement.

1.5 Governing Documents

A. Identification: The "Governing Documents" collectively refer to (1) this Declaration; (2) the Association's Articles of Incorporation; (3) the Association's Bylaws; (4) the Association's Architectural Design Standards and Guidelines; (5) the Association's Rules and Regulations; and (6) the Board of Directors' resolutions, all as they may be supplemented and/or amended.

B. Application: The Governing Documents apply to all Owners and occupants of the Property, as well as to their respective tenants, guests, and invitees. If a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

Section 2: Definitions

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

2.1 "Architectural Design Standards and Guidelines" means guidelines and standards for architecture, design, construction, landscaping, and exterior items on structures on the Property, adopted pursuant to Section 4, as such guidelines and standards may be amended from time to time.

2.2 "Articles of Incorporation" means the Articles of Incorporation for Proximity Neighborhoods Master Association, Inc., filed with the South Carolina Secretary of State, as may be amended from time to time.

2.3 "Association" means the Proximity Neighborhoods Master Association, Inc., a South Carolina non-profit corporation, its successors or assigns.

2.4 "Bees Landing" means Bees Landing Limited Partnership, a South Carolina limited partnership, its successors and assigns as the developer of the Bees Landing Property.

2.5 "Bees Landing Property" means all those certain pieces, parcels of tracts of land and other property rights owned by Bees Landing, located in the City of Charleston, Charleston County, South Carolina, as described in Exhibit C, attached hereto and incorporated herein by reference. Notwithstanding any other provision of this Declaration, the Bees Landing Property shall be subject only to the provisions of Section 8.6 of this Declaration which allow the annual maintenance assessment for the Common Roadway Maintenance Fund and not to any other provision of this Declaration.

2.6 "Board of Directors" means the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under the South Carolina Nonprofit Corporation Act of 1994, codified at sections 33-31-101 to -1708 of the South Carolina Code (Supp. 2014).

2.7 "Bylaws" means the Bylaws of the Association, as may be amended, a copy of which is attached to this Declaration as Exhibit D.

2.8 "Class 'A' Member" means all those Owners of Lots on the Property.

2.9 "Class 'B' Member" means the Declarant.

2.10 "Commercial Unit" means a structure constructed on a Lot for business or commercial use permitted hereunder. For the purposes of this Declaration, a Commercial Unit shall exist upon the issuance of a certificate of occupancy or other approval of completion or occupancy issued by the appropriate local governing authorities.

2.11 "Common Area" means portions of the Property, which may include, but are not limited to easements, roads, ponds, drainage systems, parks, open space, wetlands, and rights-of-way, which the Association owns, leases or holds possessory or use rights in and for the common use and enjoyment of all Owners. Notwithstanding the foregoing, no portion of the Property shall be considered a "Common Area" unless and until the Declarant and the Owner or Owners of such portion of the Property (if other than Declarant) execute a written instrument identifying such portion of the Property as "Common Area" or "Common Property" and record such instrument in the RMC Office for Charleston County, South Carolina.

2.12 "Common Expenses" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board of Directors may deem necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred prior to Turnover for initial development or other original construction costs of Declarant unless approved by Members representing a majority of the total Class "A" votes in the Association. Payments due under leases of capital improvements, such as streetlights, shall not be considered an initial development or original construction cost.

2.13 "Common Property" means all real and personal property, which may include easements, roads, ponds, Common Area, and rights-of-way, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of all Owners. Notwithstanding the foregoing, no portion of the Property shall be considered "Common Property" unless and until the Declarant and the Owner or Owners of such portion of the Property (if other than Declarant) execute a written instrument identifying such portion of the Property as "Common Area" or "Common Property" and record such instrument in the RMC Office for Charleston County, South Carolina.

2.14 "Common Roadway Maintenance Fund" means the fund established for the management, beautification and landscaping of Proximity Drive and other common roadways within the Property, as described in Section 8.6.B of this Declaration.

2.15 "Community Standard" means the standard of conduct, maintenance, or other activity generally prevailing within the Community, or the minimum standard established pursuant to the Governing Documents, whichever standard is highest. Declarant shall initially establish the Community Standard, which may contain objective and subjective elements for all or portions of

the Property. The Community Standard may evolve as development progresses and as the needs and desires within the Community change.

2.16 "Declarant" means Grand Bees Development, LLC, a Florida limited liability company, its successors and assigns as developer of the Property; provided, however, successors and assigns of the Declarant shall not be deemed successors or assigns as a developer of the Property without a specific written assignment of the Declarant's rights as developer in the form of a supplemental declaration recorded in the in the RMC Office for Charleston County, South Carolina.

2.17 "Declarant Property" means those certain pieces, parcels, or tracts of land and other property rights located in Charleston County, South Carolina more particularly described in the attached Exhibit A.

2.18 As used in Section 8.6 of this Declaration, "Developers" collectively refers to Declarant, Ryland, FCA, and Bees Landing.

2.19 As used in Section 8.6 of this Declaration, "Developers' Property" collectively refers to the Property, the FCA Property, and the Bees Landing Property.

2.20 "FCA" means Bees Ferry-FCA, LLC, a Delaware limited liability company, its successors and assigns as developer of the FCA Property.

2.21 "FCA Property" means all those certain pieces, parcels of tracts of land and other property rights owned by FCA, located in the City of Charleston, Charleston County, South Carolina, as described in Exhibit E, attached hereto and incorporated herein by reference. Notwithstanding any other provision of this Declaration, the FCA Property shall be subject only to the provisions of this Declaration relating to the annual maintenance assessment for the Common Roadway Maintenance Fund and not any other provision of this Declaration.

2.22 "Governing Documents" collectively refers to (1) this Declaration; (2) the Association's Articles of Incorporation; (3) the Association's Bylaws; (4) the Association's Architectural Design Standards and Guidelines; (5) the Association's Rules and Regulations; and (6) the Board of Directors' resolutions, all as they may be supplemented and/or amended.

2.23 "Grande Oaks Plantation Declaration" means the "Declaration of Covenants and Restrictions Grand Oaks Plantation," dated October 28, 1998 and recorded in Book P313 at Page 895 in the RMC Office for Charleston County, South Carolina, as amended and restated by the "Amended and Restated Declaration of Covenants and Restrictions-Grande Oaks Plantation" dated March 30, 2000, and recorded in Book M345 at Page 573 in the RMC Office for Charleston County, South Carolina, as further amended by the "Amendment to Amended and Restated Declaration of Covenants and Restrictions Grande Oaks Plantation," dated December 19, 2001 and recorded in Book T391 at Page 850 in the RMC Office for Charleston County, South Carolina, as further supplemented, amended or restated as reflected in the RMC Office for Charleston County, South Carolina.

2.24 "Limited Common Area" means a portion of the Common Area primarily benefitting one or more, but less than all, Lots, as more particularly described in Section 10.2 of this Declaration. Notwithstanding the foregoing, no portion of the Property shall be considered a "Limited Common Area" unless and until the Declarant and the Owner or Owners of such portion of the Property (if other than Declarant) execute a written instrument identifying such portion of the Property as a "Limited Common Area" and record such instrument in the RMC Office for Charleston County, South Carolina.

2.25 "Limited Common Area Lots" means a group of Lots sharing Limited Common Areas and/or receiving other benefits or services from the Association, which are not provided to all Lots (also alternatively referred to herein as a "Neighborhood").

2.26 "Lot" means a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family, multifamily dwelling, commercial office and/or retail development. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. In the case of a Lot containing multiple Residential Units or Commercial Units, each Residential Unit and/or Commercial Unit shall be deemed to be a separate "Lot" under this Declaration.

2.27 "Member" means an Owner entitled to membership in the Association.

2.28 "Mortgage" means any mortgage used for the purpose of encumbering real property on the Property as security for the payment or satisfaction of an obligation.

2.29 "Mortgagee" means the holder of a Mortgage.

2.30 "Neighborhood" means a group of Lots sharing Limited Common Areas and/or receiving other benefits or services from the Association, which are not provided to all Lots.

2.31 "Owner" means one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

2.32 "Person" means a natural person, a corporation, a partnership, a limited liability company, a trustee, a personal representative, or any other legal entity.

2.33 "Property" means the Declarant Property and the Ryland Property, as well as any real property added to this Declaration under Section 1.2, but not including any real property removed from this Declaration under Section 1.3.

2.34 "Property Owners" collectively refers to the Declarant and Ryland.

2.35 "Public" means the City of Charleston, South Carolina or such other appropriate public body, singularly or collectively, which may provide for the maintenance and use of public rights-of-way or other public facilities.

2.36 "Residential Unit" means a structure constructed upon a Lot for use and occupancy as a residence or accommodation by a single household, which shall, unless otherwise specified, include, without limitation, single family attached homes or single family detached homes. For the purposes of this Declaration, a Residential Unit shall come into existence upon the issuance of a certificate of occupancy or upon other approval for completion or occupancy issued by the appropriate local governing authorities.

2.37 "Rules and Regulations" means rules and regulations promulgated by the Declarant and/or the Association, as the case may be, for the Property, Community and/or any Neighborhood from time to time.

2.38 "Ryland" means The Ryland Group, Inc., a Maryland corporation, its successors and assigns as developer of the Ryland Property.

2.39 "Ryland Property" means those certain pieces, parcels, or tracts of land and other property rights located in the City of Charleston, Charleston County, South Carolina more particularly described in the attached Exhibit B.

2.40 "Turnover" means the point in time when Declarant turns over all of Declarant's rights under this Declaration to the Association, including ownership of the Common Area and Common Property, which Turnover may occur at any time after the date of recording of this Declaration, in the sole discretion of Declarant; provided, however, that Turnover to the Association shall occur on or before December 31, 2038.

Section 3: Use and Conduct

3.1 Framework for Regulation: The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements, and restrictions which govern the Community. Within that framework, the Board of Directors and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. Therefore, this Section 3 of the Declaration establishes procedures for modifying and expanding the Governing Documents.

3.2 Development of Property: All Lots within the Property may only be developed for detached or attached single family dwelling, multifamily and apartment, commercial office or retail uses as Residential Units or Commercial Units.

3.3 Owners' Acknowledgment and Notice to Purchasers: All Owners are given notice that use of their Lots and the Common Area is limited by the Governing Documents as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot may be affected by this provision and that the Governing Documents may change from time to time. All purchasers of Lots are on notice that the Declarant and/or the Association may have adopted changes. Copies of the current Governing Documents may be obtained from the Declarant (prior to Turnover) or the Association.

3.4 Protection of Owners and Others: Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Governing Documents, all Governing Documents are intended to comply with the following provisions:

A. Similar Treatment: Similarly situated Owners shall be treated similarly.

B. Displays and Signs: The rights of Owners to display religious and holiday signs, symbols, and decorations of any kind inside Residential Units and Commercial Units in accordance with applicable law shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside a Residential Unit or Commercial Unit.

C. Household Composition: No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.

D. Activities Within Units: No rule shall interfere with the activities carried on within the confines of Residential Units and Commercial Units, except that the Association may prohibit activities not normally associated with uses in the Community or Neighborhood where the Lot is located, and the Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

E. Allocation of Burdens and Benefits: No rule shall alter the allocation of financial burdens among the various Lots or rights to use the Common Area except as otherwise provided herein. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

F. Alienation: Except as otherwise provided in this Declaration, no rule shall prohibit leasing or transfer of any Lot, or require consent of the Association or Board of Directors for leasing or transfer of any Lot; provided, however, that the Association or the Board of Directors may require a minimum lease term. The Association may require that Owners include specific language in the leases for their Lots or that such Owners use lease forms or terms that have been approved by the Association.

G. Abridging Existing Rights: No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot, and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

H. Reasonable Rights to Develop: No rule or action by the Association or Board of Directors shall unreasonably impede Declarant's right or the right of any successor or assign of Declarant as developer, to develop or market the Property or any portion thereof. Likewise, no rule or action by the Association or Board of Directors shall unreasonably impede the rights of Ryland or its successors or assigns as developer of the Ryland Property to develop or market the Ryland Property or any portion thereof. The limitations in subsections A through G of this Section 3.4 shall only limit rule making authority exercised under Section 3.3; they shall not apply to amendments to this Declaration.

Section 4: Architecture and Landscaping

4.1 General

A. Compliance: No structure or thing shall be placed, erected, installed, or posted on the Property or in the waters adjacent to the Property and no improvements or other work (including docks, staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Property or the waters adjacent to the Property, except in compliance with this Section 4 of the Declaration and the Architectural Design Standards and Guidelines. No signage of any kind, including but not limited to "For Sale" signs, shall be placed, erected, installed, or displayed on any portion of the Property except for signage installed by Declarant unless such signage has been approved pursuant to this Section 4.

B. No Approval Required for Certain Activities: No approval from the Association shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to construct or rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Residential Unit or Commercial Unit without approval from the Association. However, modifications to any part or portion of the exterior of any structure on a Lot shall be subject to approval.

C. Inapplicability to Property Owners: This Section 4.1 does not apply to the activities or development of the Declarant Property or any portion thereof by the Declarant or Declarant's successors and assigns as developers of the Declarant Property or to the activities or development of the Ryland Property by Ryland or Ryland's successors and assigns as developers of the Ryland Property.

4.2 Architectural Review

A. By Declarant: Until Turnover, Declarant shall have the exclusive right to exercise architectural review under the Declaration, unless earlier terminated or assigned in a written instrument executed by Declarant and recorded in the RMC Office for Charleston County, South Carolina, including without limitation assignment to developers of any portion of the Property or to a management company hired to manage the operations of the Community or any Neighborhood. Each Owner, by accepting a deed or other instrument conveying any interest in

any portion of the Property, acknowledges that, as the developers of the Property, and as an owner of portions of the Property, the Property Owners have a substantial interest in ensuring that the improvements within their respective portions of the Property do not impair their ability to market and develop such portion of the Property. Therefore, each Owner covenants and agrees that no activity within the scope of this Section 4 ("Work") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or Declarant's designee. In reviewing and acting upon any request for approval, Declarant and its designee shall owe no duty to any other Person.

B. Designee:

1. Designation: Declarant may, in its sole discretion, designate one or more Persons from time to time to act on Declarant's behalf in reviewing architectural review applications. Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Section 4.2 to (a) a Design Review Board appointed by the Board of Directors (the "DRB"); or (b) a board comprised of architects, engineers, or other persons who may or may not be Members of the Association.

2. Form of Delegation: Any delegation under Section 4.2.B.1 of this Agreement shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (A) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (B) Declarant's right to veto any decision which Declarant determines, in Declarant's sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Section 4.2, the jurisdiction of the entities described in Section 4.2.B.1 shall be limited to such matters specifically delegated to them by Declarant.

3. Design Review Board: Upon delegation by Declarant to a DRB or upon expiration or termination of Declarant's rights under this Section 4, the Association, acting through the DRB, shall assume jurisdiction over architectural matters hereunder, with the exception of architectural matters delegated by Declarant pursuant to Section 4.11 of this Agreement. The DRB, when appointed, shall consist of, at the Board of Directors' determination, at least three (3), but not more than seven (7), persons who shall serve and may be removed and replaced at the sole discretion of the Board of Directors. The members of the DRB need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers, or similar professionals whose compensation, if any, shall be established from time to time at the sole discretion of the Board of Directors. The Declarant, until Turnover or delegation of such authority, and thereafter, the delegatee or Board of Directors as the case may be, shall appoint a chairperson, and the chairperson or, in the absence of the chairperson, the vice-chairperson, shall be the presiding officer at meetings of the DRB. Unless and until such time as Declarant delegates all or a portion of Declarant's reserved rights to the DRB or Declarant's rights under this Section 4 terminate, the Association shall have no jurisdiction over architectural matters. Nothing herein shall be deemed to prevent the Declarant, or after Turnover, the Association, from

the delegation of the DRB's role and responsibility to the management company managing the operations of the Community.

4. Reviewer: For purposes of this Section 4, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer."

4.3 Guidelines and Procedures

A. Architectural Design Standards and Guidelines

1. Initial Guidelines: Declarant shall prepare the initial Architectural Design Standards and Guidelines, which are intended to provide guidance to Owners and builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Design Standards and Guidelines are not the exclusive basis for decisions by the Reviewer and compliance with the Architectural Design Standards and Guidelines does not guarantee approval of any application. All applications shall be in conformance with any and all applicable building codes and ordinances, as the same may exist from time to time.

2. Amendments to Guidelines: Declarant shall have sole, exclusive and full authority to amend the Architectural Design Standards and Guidelines prior to Turnover, notwithstanding a delegation of reviewing authority to the DRB, unless the Declarant also delegates or assigns to the DRB the right to amend the Architectural Design Standards and Guidelines; provided, however, any amendment to the Architectural Design Standards and Guidelines applicable to the Ryland Property shall require the written consent of Ryland. Upon termination or delegation of Declarant's right to amend, the Board of Directors shall have the right to amend the Architectural Design Standards and Guidelines. Any amendments to the Architectural Design Standards and Guidelines shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Design Standards and Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Design Standards and Guidelines less restrictive.

3. Availability of Guidelines: The Reviewer shall make the Architectural Design Standards and Guidelines available to Owners and builders who seek to engage in development or construction within the Property. In the Declarant's discretion, such Architectural Design Standards and Guidelines may be recorded in the RMC Office for Charleston County, South Carolina, in which event the recorded version, as it may unilaterally be amended from time to time as described above, shall control in the event of any dispute as to which version of the Architectural Design Standards and Guidelines was in effect at any particular time.

B. Procedures

1. Application: Prior to commencing any Work within the scope of this Section, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Architectural Design Standards and Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, signage, and other features of proposed construction, as applicable or as required by the Architectural Design Standards and Guidelines. The Architectural Design Standards and Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

2. Fees; Review Assistance: The Reviewer may employ architects, landscape architects, engineers, or other persons as deemed necessary to perform the review. The Reviewer may establish and charge reasonable fees to an Owner as part of the application fee for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

3. Compliance Deposit: The Reviewer may require an Owner to submit a deposit prior to final approval of any application to ensure that the Work conforms to the Plans originally approved by the Reviewer. Such compliance deposit shall be refunded by the Reviewer to the Owner following issuance of a certificate of occupancy and within thirty (30) days of confirmation by Reviewer that the Work is in compliance with the approved Plans.

4. Factors for Consideration: In reviewing each submission, the Reviewer may consider factors it deems relevant including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

5. Time for Review: The Reviewer shall, within sixty (60) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

6. Failure to Respond: In the event that the Reviewer fails to respond within sixty (60) days, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the DRB pursuant to this Section 4. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Design Standards and Guidelines unless a variance has been granted pursuant to Section 4.8 of this Declaration. Notice shall be deemed to have been given at

the time the envelope containing the response is deposited in the U.S. Mail addressed to the applicant at the address listed in the application or at the time of personal delivery of such written notice to the applicant.

7. Time for Completion of Construction: If construction does not commence on a project for which Plans have been approved within six (6) months after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within eighteen (18) months after the date of the notice of approval unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which such Reviewer shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, the Declarant, or any aggrieved Owner, and the Association may levy a fine if the approved Work is not completed within the required time.

8. Exemptions: The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution.

C. Signage Criteria: During construction, there shall be no signage on a Lot except upon approval by the Reviewer. If the Reviewer allows signage, Declarant shall prepare signage criteria ("Signage Criteria") regulating the existence, location, size, content, illumination, and all issues related to signs and advertisements within the Property. No sign or advertisement shall be permitted within the Property unless approved by the Reviewer and consistent with the Signage Criteria. Additionally, all signage shall be required to comply with all laws and regulations established by any applicable governmental authority. The entity holding the authority to amend the Architectural Design Standards and Guidelines also shall have sole and full authority to amend the Signage Criteria to make such requirements more or less restrictive, as it shall deem appropriate.

4.4 Preferred Builder Program: The Reviewer shall have the right, but not the obligation, to establish from time to time a preferred builder program for the Property. If a preferred builder program is implemented, the Reviewer shall prepare initial documentation setting forth the requirements for the preferred builder program which shall be complied with by Owners and builders during the DRB review process. Declarant shall have sole and full authority to amend the preferred builder program documentation prior to Turnover, notwithstanding a delegation of reviewing authority to the DRB, unless the Declarant also delegates or assigns to the DRB the right to amend the preferred builder program documentation. Upon termination or delegation of Declarant's right to amend, the Board of Directors shall have the right to amend the preferred builder program documentation. Any amendments to the preferred builder program documentation shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

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4.5 Setback Requirements: To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of each building or structures built within the Property, that structures will be located with regard to structures previously built, that the topography of each Lot is taken into consideration including the location of large trees and the stated goal of minimizing the number of trees to be removed, as well as other aesthetic and environmental considerations, Reviewer, shall approve the precise site and location of any structure within the Property. Minimum setbacks shall be as set forth in the Architectural Design Standards and Guidelines or as required by any applicable governmental applicable laws, regulations, and ordinances, as to the building of any structure or as otherwise provided by a recorded subdivision plat or the zoning ordinances applicable to the Property.

4.6 Tree Removal: The removal of any tree that is more than six (6) inches in diameter at a point three (3) feet above the ground shall not be removed without the prior written consent of the DRB; provided, however, that any diseased or dead trees which should be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the DRB, provided that such removal does not violate any local, state or federal tree ordinance. The DRB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed.

4.7 No Waiver of Future Approvals: Each Owner acknowledges that the persons reviewing applications under this Section may and are expected to change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Design Standards and Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.8 Variances: The Reviewer may authorize variances from compliance with any of the Architectural Design Standards and Guidelines or the requirements of this Section when circumstances such as topography, natural obstructions, hardship, Community Standards, or aesthetic or environmental considerations require, or for the general benefit of the Community, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing by the Reviewer; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances.

4.9 Limitation of Liability: The standards and procedures established by this Section 4 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty to any Reviewer. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or

modifications, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, or size or of similar design. Declarant, the Association, the Board of Directors, any committee, board, or member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; or for any defects in plans revised or approved hereunder; or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

4.10 Certificate of Compliance: Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that on such Owner's Lot there are no known violations of this Section or the Architectural Design Standards and Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.11 Delegation to Developers: At any time prior to Turnover, Declarant may, in its sole discretion, permanently delegate all or any portion of its reserved rights under Section 4 of this Agreement to a developer of any portion of the Property, but only with respect to the portion of the Property owned by such developer. Any such delegation shall be under a written instrument executed by Declarant and recorded in the RMC Office for Charleston County, South Carolina as an amendment or supplement to this Declaration. Upon any such delegation, the delegatee shall, for purposes of this Section 4 of the Agreement only, serve as the Declarant for any portion of the Property subject to such written delegation.

Section 5: Maintenance and Repair

5.1 Maintenance of Lots: Each Owner shall maintain such Owner's Lot and all landscaping and improvements comprising the Lot in a manner consistent with the Governing Documents, the Community Standard and all applicable covenants.

5.2 Responsibility for Repair and Replacement: Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the Property to a level consistent with the Community Standard. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Each owner further covenants and agrees that in the event of damage or destruction of structures on or comprising a Lot, an Owner shall (a) proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications are approved in accordance with the Architectural Review process set forth herein; or (b) clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Community Standard. Owner shall pay any costs not covered by insurance proceeds.

5.3 Maintenance of Common Area: The Association shall be responsible for maintenance of the Common Area as described in Section 7.2 of this Declaration.

5.4 Maintenance of Limited Common Area: The Association shall be responsible for maintenance of the Limited Common Area as described in Section 7.3 of this Declaration; provided, however, responsibility for maintenance of any Limited Common Area may be delegated by the Association to a sub-association.

Section 6: Membership and Voting Rights in the Association

6.1 Association Function: The Association is the entity responsible for management, maintenance, operation, governance and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and South Carolina law.

6.2 Membership: Declarant, and every Person who is a record Owner of a fee simple or undivided fee simple interest in any Lot shall be a Member of the Association, provided that any Mortgagee or other Person holding a right or interest in any Lot merely as a security for performance of an obligation shall not be a Member of the Association. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable regulation and the restrictions on voting by the Board of Directors set forth in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee or by the individual designated from time to time by the Owner in a written instrument provided to the Association's Secretary.

6.3 Voting Rights

A. Voting Membership Classes: The Association shall have two (2) classes of voting membership: Class "A" Members and Class "B" Members.

B. Class "A" Members: Class "A" Members shall be all those Owners of Lots. Class "A" Members, for each Lot owned, shall be entitled to one (1) vote on all issues submitted for a vote of the Members.

C. Class "B" Members: Class "B" Members shall be the Declarant. Until Turnover, Class "B" Members shall be entitled to three (3) times the total number of then existing Class "A" votes. Class "B" Members may appoint the members of the Board of Directors of the Association until Turnover. Class "B" membership shall terminate upon Turnover. Following Turnover, Declarant shall be deemed a Class "A" Member with respect to any Lots for which Declarant is the Owner.

6.4 Bylaws: The Bylaws of the Association have been drawn and approved by Declarant to govern meetings, duties, and operations of the Association. Declarant shall cause them to be recorded in the RMC Office for Charleston County, South Carolina as Exhibit D to this

Declaration. Recordation of the Bylaws shall constitute and be deemed to be notice to the Association and all Members thereof.

Section 7: Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property

A. Right to Acquire, Hold, Lease, Operate, and Dispose of Real and Personal Property:

The Association, through action of its Board of Directors, may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board of Directors deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of Owners, occupants, and residents of the Community.

B. Declarant Conveances to the Association: Declarant may convey to the Association, with the written consent of the Owner or Owners (if other than Declarant), and the Association shall accept, personal property and fee title, leasehold, or other property interests in any portion of the Property. Upon Declarant's written request prior to Turnover, the Association shall re-convey to Declarant any unimproved portions of the Common Area or Limited Common Area which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments to property lines.

C. Association's Management, Operation and Control: Following conveyance of the Common Area or Limited Common Area by Declarant to the Association, the Association shall be responsible for management, operation, and control of the Common Area or Limited Common Area and any improvements thereon, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board of Directors may adopt such reasonable rules regulating use of the Common Area and Limited Common Area as the Board of Directors deems appropriate.

D. Conveyance Upon Turnover: At the time of Turnover, Declarant shall convey to the Association as Common Area all open spaces and easement areas expressly shown and described on any recorded plats as being intended solely for the benefit of the Association and its Members, but only with the written consent of the Owner or Owners of such Common Area (if other than Declarant). The roads, rights-of-way and any stormwater drainage facilities and easements associated therewith may be conveyed by Declarant to the Association at Turnover or at any time to an appropriate governmental entity, but only with the written consent of the Owner or Owners (if other than Declarant) of such roads, rights-of-way, or stormwater drainage facilities and easements associated therewith.

7.2 Maintenance of Common Area and Other Property

A. Association's Authority: The Association shall have the authority to maintain the Common Area, which may include, without limitation, any of the following to the extent

Declarant designates such areas as Common Area: (i) all portions of and structures situated on the Common Area; (ii) landscaping within public or private rights-of-way within or abutting the Property; (iii) such portions of any additional property included within the Common Area as may be dictated by this Declaration, any supplemental declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association; (iv) ponds, streams and/or wetlands located within the Property, except, however, Owners of those Lots adjacent to any such body of water shall be responsible for maintaining the landscaping to the water's edge; (v) property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from Declarant to the Association and will remain part of the Common Area maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

B. Maintenance of Other Property

1. Generally: The Association may maintain other property which it does not own, including, without limitation, property dedicated to and accepted by the Public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community Standard.

2. Grande Oaks Plantation Declaration: Without limiting the foregoing Section 7.2.B.1 of this Agreement, the parties recognize that, to the extent the Property or any portion thereof is subject to the Grande Oaks Plantation Declaration, as may hereinafter be supplemented, amended, or restated, the Association shall collect and pay any assessments required to be paid by the Declarant or an Owner under the Grande Oaks Plantation Declaration, in accordance with the provisions of Section 6(i) of the Grande Oaks Plantation Declaration.

C. Limitation on Liability: The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

D. Continuous Operation of the Common Area: The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary, as determined in the Board of Directors' sole discretion, to perform required maintenance or repairs, unless Class "A" Members representing 75% of the votes in the Association and the Declarant (prior to Turnover), agree in writing to discontinue such operation.

E. Common Expenses: The costs associated with maintenance, repair, and replacement of the Common Area or any other property set forth in this Section 7.2 of the Declaration shall constitute Common Expenses.

7.3 Maintenance of Limited Common Area

A. General Obligation: The Association shall maintain, operate, and insure the Limited Common Area in a manner consistent with the Governing Documents and all applicable

covenants. The provision of services in accordance with this Section 7.3 shall not constitute discrimination within or the creation of a class.

B. Limited Common Area Assessment: All costs of maintenance, operation, utilities and insurance for any Limited Common Area shall be assessed only against the Lots which have the exclusive use or primary benefit of such Limited Common Area. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way, utilities, easements and green space between the Limited Common Area and adjacent public roads; private streets within the Property; and lakes or ponds within the Property, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

7.4 Insurance

A. Required Insurance: The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent insurance as is reasonably available: (a) property insurance and liability insurance for the Common Area and Limited Common Area; (b) directors and officers liability insurance; and (c) such additional insurance as the Board of Directors determines advisable. Premiums for all insurance shall be Common Expenses; provided, however, premiums for property and liability insurance for any Limited Common Area shall be assessed only against the Lots which have the exclusive use or primary benefit of such Limited Common Area.

B. Policy Requirements

1. **Periodic Review:** The Association shall arrange for the periodic review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Charleston County, South Carolina area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

2. **Reasonable Deductible:** The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.4.A of this Declaration. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board of Directors reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board of Directors may assess the full amount of such deductible against such Owner(s) and their Lot(s) as a Specific Assessment.

C. Restoring Damaged Improvements: In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board of Directors or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the

condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes. Damaged improvements on the Common Area shall be repaired or reconstructed unless Class "A" Members representing at least 75% of the total votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community Standard. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvements account. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the membership, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3.A.

7.5 Compliance and Enforcement

A. Compliance with Governing Documents: Every Owner and occupant of a Lot shall comply with the Governing Documents. The Board of Directors may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. To the extent permitted by applicable law, such sanctions may include, without limitation: (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot; (ii) suspending an Owner's right to vote; (iii) suspending an Owner's right to use any facility within the Common Area; provided, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot; (iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; (v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation; (vi) requiring an Owner, at such Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents and the Architectural Design Standards and Guidelines from continuing or performing any further activities in the Community; and (viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

B. Other Enforcement Procedures: In addition, the Board of Directors may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws: (i) exercising self-help in any emergency situation (specifically including, without limitation, the towing of vehicles that are in violation of parking rules and regulations); or (ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

C. Failure to Maintain Lot: In addition to any other enforcement rights, if an Owner fails to properly maintain such Owner's Lot, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

7.6 Implied Rights: Board of Directors Authority

A. Association's Implied Rights: The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege or authorized under applicable law. The Board of Directors may exercise all the Association's rights and powers without a vote of the Members except where applicable law or the Governing Documents specifically require a vote of the Members.

B. Legal Proceedings: The Board of Directors may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, the Limited Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

C. Standard of Conduct: In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, members of the Board of Directors shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws and South Carolina law.

7.7 Safety and Security: Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Association shall have the right, but not the obligation, to maintain guarded or automatic security gates controlling

access to the Property. The Board of Directors may establish Governing Documents regarding notice requirements and procedures for security personnel and access through any such security gates for Owners and their guests, tenants, and other invitees.

7.8 Provision of Services: The Association may provide, or provide for, services and facilities for the Members and their Lots and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board of Directors may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as Common Expenses and assess it as part of the Base Assessment if provided to all Lots. By way of example, and not limitation, such services and facilities might include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board of Directors shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

Section 8: Association Finances

8.1 Budgeting and Allocating Common Expenses and Assessments

A. Authorization: The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board of Directors may specifically authorize from time to time.

B. Assessments: There shall be five (5) types of assessments: (i) base assessments to fund Common Expenses for the general benefit of all Lots; (ii) special assessments as described in Section 8.3 of this Declaration; (iii) specific assessments as described in Section 8.4 of this Declaration; (iv) Limited Common Area assessments as described in Section 8.5 of this Declaration; and (v) assessments for the Common Roadway Maintenance Fund, as described in Section 8.6 of this Agreement.

C. Base Assessments: The Association is authorized to levy base assessments equally against all Lots to fund the Common Expenses. Declarant may establish the base assessment amount and an annual budget, in Declarant's sole discretion, until Turnover. Thereafter, the Board of Directors of the Association shall establish the budget and total base assessment amounts, as further provided in this Declaration and in the Bylaws. Without limiting the foregoing, the base assessment amount may include the payment of a pro rata portion of assessments levied against the Property for payment of (i) the Property's share of the assessments for the Common Roadway Maintenance Fund; and (ii) the Property's share of any assessments payable under the Grande Oaks Boulevard Declaration.

D. Annual Budget: The Board of Directors shall prepare and periodically review the annual budget for the Association. Without limiting the other items which may be reflected in the annual budget, the annual budget shall separately account for (i) the Property's share of the assessments for the Common Roadway Maintenance Fund; and (ii) the Property's share of any assessments payable under the Grande Oaks Boulevard Declaration

E. Notice of Annual Budget: The Board of Directors shall send a copy of the final annual budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to due date of such Base Assessment.

8.2 Budgeting for Reserves: The Board of Directors shall prepare and periodically review a reserve budget for the Common Area and Limited Common Area. The reserve budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board of Directors shall include in the annual budget adopted pursuant to Section 8.1, a capital contribution to fund reserves to meet the projected needs with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments: In addition to other authorized assessments, the Association may levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such special assessment may be levied against all Lots, if such special assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any special assessment shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to that portion of the Property which will be subject to such special assessment. Special assessments shall be payable in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the special assessment is approved.

8.4 Specific Assessments:

A. Special Services: The Association shall have the power to levy specific assessments against a Lot, upon request of the Owner of such Lot, with respect to any special services offered by the Association and provided to such Lot. Specific assessments for special services may be levied in advance of the provision of the requested service.

B. Compliance Costs: The Association shall have the power to levy specific assessments against a Lot to cover costs and expenses, including reasonable attorneys' fees, incurred to bring the Lot into compliance with the Governing Documents.

C. Conduct of Owner: The Association shall have the power to levy specific assessments against a Lot to cover costs and expenses, including reasonable attorneys' fees, incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board of Directors shall give the Owner of such Lot prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific assessment under this Section 8.4.C.

8.5 Limited Common Area Assessments

A. Annual Budget: The Board of Directors shall prepare a separate annual budget covering the estimated costs and expenses arising from or relating to each Limited Common Area during the coming year, if applicable. Each such budget shall include any contribution to be made to a reserve fund pursuant to Section 8.2 of this Declaration. The budget also shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Limited Common Area Lots, and the amount required to be generated through the levy of assessments for the Limited Common Area or special assessments against the Limited Common Area Lots.

B. Authorization of Limited Common Area Assessments: The Association is hereby authorized to levy assessments under this Section 8.5 against Limited Common Area Lots on a pro rata basis of each Limited Common Area Lot's share of the total expense for the Limited Common Area benefitting such Limited Common Area Lot.

8.6 Common Roadway Maintenance Fund: By their written consent to this Declaration, the Developers hereby covenant and agree as follows:

A. The Developers' Property: The Developers hereby subject the Developers' Property to this Section 8.6 of the Declaration. Notwithstanding any other provision of this Declaration, the FCA Property and the Bees Landing Property shall be subject *only* to this Section 8.6 and not any other provision of this Declaration. Further notwithstanding any other provision of this Declaration, this Section 8.6 of the Declaration may not be amended or modified except upon the unanimous, written consent of the Developers in the form of a supplement to this Declaration, which must be recorded in the RMC for Charleston County, South Carolina; provided, however, the Declarant or, after Turnover, the Association, may unilaterally add additional common roadways to the Common Roadway Maintenance Fund in accordance with Section 8.6.D of this Declaration, but the FCA Property and the Bees Landing Property shall not be assessed for any expenses associated with such additions.

B. Establishment of Fund: The Developers hereby covenant and agree to pay an assessment to the Association for the creation and continuation of the Common Roadway Maintenance Fund, as hereinafter set forth. The Common Roadway Maintenance Fund shall be used solely in connection with the (i) maintenance and repair of entranceway signs located within common roadways or the rights-of-way for common roadways dedicated to and accepted by the Public, including but not limited to Proximity Drive; (ii) landscaping and beautification of rights-of-way for common roadways or the rights-of-way for common roadways dedicated to and accepted by the Public, including but not limited to Proximity Drive; (iii) maintenance and repair of stormwater systems; and (iv) management costs and expenses of the Association reasonably attributable to the foregoing.

C. Allocated Shares Based on Highland Acreage: Each tract of the Developers' Property identified in (1) through (3), below, shall be assessed for its proportionate share of the budgeted costs and expenses of the Common Roadway Maintenance Fund based on the highland acreage within such tract compared to the total highland acreage of the tracts collectively. The

Developers recognize that, on the Effective Date, the Developers' Property collectively contains 223.168 total acres of highland, allocated as follows: (1) The Property (Tract 1) contains 190.220 acres of highland; (2) the FCA Property (Tract 2) contains 23.381 acres of highland; and (3) the Bees Landing Property (Tract 3) contains 10.528 acres of highland. Based on this allocation, the Property (Tract 1) shall be assessed 84.87% of the budgeted costs and expenses for the Common Roadway Maintenance Fund; the FCA Property (Tract 2) shall be assessed 10.43% of the budgeted costs and expenses for the Common Roadway Maintenance Fund; and the Bees Landing Property (Tract 3) shall be assessed 4.7% of the budgeted costs and expenses for the Common Roadway Maintenance Fund.

D. Limitation Regarding Proximity Drive: Notwithstanding Section 8.6.B or Section 8.6.C of this Declaration, the FCA Property and Bees Landing Property shall only be assessed for the budgeted costs and expenses of the Common Roadway Maintenance Fund used solely in connection with the (i) maintenance and repair of entranceway signs located within the right-of-way for Proximity Drive; (ii) landscaping and beautification of the right-of-way for Proximity Drive; (iii) maintenance and repair of stormwater systems located within the right-of-way of or directly serving Proximity Drive; and (iv) management costs and expenses of the Association reasonably attributable to the foregoing (collectively "Proximity Drive Expenses"). The Developers recognize that, as of the Effective Date, the Common Roadway Maintenance Fund only includes Proximity Drive Expenses. To the extent other common roadways or rights-of-way are included within the Common Roadway Maintenance Fund after the Effective Date, the Proximity Drive Expenses and the budgeted costs and expenses associated with such additions shall be based on the linear feet of Proximity Drive compared with the total linear feet of all other common roadways or rights-of-way included in the Common Roadway Maintenance Fund. Likewise, the management costs and expenses of the Association reasonably attributable to the Proximity Drive Expenses shall be based on the linear feet of Proximity Drive compared with the total linear feet of all other common roadways or rights-of-way included in the Common Roadway Maintenance Fund.

E. Responsible Parties:

1. The Property: With respect to the Property, the Association shall pay into the Common Roadway Maintenance Fund the Property's allocated share of each assessment. The Association shall collect the allocated share from the Members of the Association as part of the base assessment; provided, however, the failure of any Member or Members to pay any base assessment shall not affect the Property's liability for its allocated share of the assessment for the Common Roadway Maintenance Fund, it being understood that the Association will be the entity responsible for paying such allocated share.

2. The FCA Property: With respect to the FCA Property, FCA shall pay the FCA Property's allocated share of each assessment during development. To the extent the FCA Property is developed solely as apartments, the record title holder of the FCA Property shall pay the FCA Property's allocated share of each assessment upon conveyance, and FCA shall have no further liability for such assessment. To the extent the FCA Property or any portion thereof is developed for sale to individual owners, FCA agrees to establish an owners' association with the authority to collect assessments from such individual

owners, including but not limited to the authority to place liens on the property owned by such individual owners, and, upon the written consent of such owners' association, such owners' association shall be responsible for payment of the FCA Property's allocated share of the assessments for the Common Roadway Maintenance Fund; provided, however, the failure of any member or members of such owners' association to pay any assessment shall not affect the FCA Property's liability for its allocated share of the assessment for the Common Roadway Maintenance Fund, it being understood that the owners' association will be the entity responsible for paying such allocated share.

3. The Bees Landing Property: With respect to the Bees Landing Property, Bees Landing shall pay the Bees Landing Property's allocated share of each assessment during development. At such time as Bees Landing conveys all of, or a lot or development parcel within, the Bees Landing Property to a third-party purchaser ("Purchaser"), such Purchaser, and not Bees Landing, shall be responsible for such Purchaser's proportionate share (based on relative acreages of highland within the Bees Landing Property) of the assessment for the Bees Landing Property. After conveyance of title from Bee's Landing to a Purchaser, the Association shall look solely to such Purchaser and such Purchaser's property for the portion of the assessment assigned to such Purchaser. Notwithstanding the foregoing, Bees Landing may, but shall have no obligation to, establish an owners' association with the authority to collect assessments from Purchasers, including but not limited to the authority to place liens on the property owned by such Purchasers, and, upon the written consent of such owners' association, such owners' association shall be responsible for payment of the Bees Landing Property's allocated share of the assessments for the Common Roadway Maintenance Fund; provided, however, the failure of any member or members of such owners' association to pay any assessment shall not affect the Bees Landing Property's liability for its allocated share of the assessment for the Common Roadway Maintenance Fund, it being understood that the owners' association will be the entity responsible for paying such allocated share.

F. Assessment and Payment Dates: Beginning on January 1, 2015, and continuing on January 1 of each subsequent year, each Developer, Member, owners' association, or Purchaser (as the case may be) shall pay to the Association its share of the estimated costs and expenses for the Common Roadway Maintenance Fund. The Association shall each year prepare a separate budget category for the costs associated with the Common Roadway Maintenance Fund. Copies of the annual budget for the Common Roadway Maintenance Fund shall be available to Developers, Members, owners' associations, or Purchasers at the Association's designated offices.

G. Board Discretion: The Board of Directors for the Association may, in its reasonable discretion, change the due date or frequency of payment of the annual assessment by resolution. The Board of Directors shall direct the preparation of an index of the properties and assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Person responsible for payment of a portion of the assessment for the Common Roadway Maintenance Fund. The Association shall, upon demand at any time, furnish to any Person a certificate in writing setting forth whether such assessment has been paid. Such

certificate shall be conclusive evidence against all but the Person of payment of any assessment therein stated to have been paid.

H. Delinquent Assessments and Pro-Rations: The assessments herein imposed shall be delinquent if they are not paid to the Association within sixty (60) days of the due date and any such delinquent assessment shall incur interest of twelve percent (12%) per annum, compounded annually, from the date such payment becomes delinquent. In addition, the Association shall be entitled to add to any delinquent assessment reasonable attorneys' fees and other costs of collection of such delinquent assessment. In the event that a Person responsible for payment of any portion of the assessment acquires title to any property subject to this assessment after January 1 of any year, then such Person shall be given a pro-rata credit for the annual maintenance assessment from January 1 to the date on which said Person acquires title.

I. Lien: The Association shall have a lien against the property of any Developer, Member, Purchaser, or owners' association (as the case may be) subject to any unpaid assessment, and the Association may file notice of such lien in the RMC Office for Charleston County, South Carolina and enforce same to the extent allowed by Section 8.10 of this Declaration. The costs and expenses associated with such filing, including any filing fee and reasonable attorneys' fees incurred by the Association, shall also be secured by the lien.

8.7 Authority to Assess Owners: Commencement of Assessments

A. Commencement Date: Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Section 8 and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot at the time of conveyance of the respective Lot by Declarant to an Owner other than the Declarant ("Commencement Date"); provided, however, that the Commencement Date of assessments against a Lot owned by an Owner who is a builder approved in the Preferred Builder Program by Declarant may be delayed as determined in writing by Declarant, at Declarant's sole discretion, for a term of up to twelve (12) months from and after the date of conveyance of such Lot to such Owner or until issuance of a certificate of occupancy for improvements constructed upon such Lot, whichever occurs first. Declarant shall not be responsible or liable for the payment of any assessments in respect to any Lot for which Declarant holds record title and which Lot does not contain an occupied Residential Unit. The first Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot and shall be paid by the Owner upon closing on the purchase of a Lot.

B. Date and Manner of Payment: Assessments shall be paid in such manner and on such dates as the Board of Directors may establish. The Board of Directors may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board of Directors elects, assessments may be paid in two (2) or more installments. Unless the Board of Directors otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Lot, the Board of Directors may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Annual Increase Limitation: Base Assessments shall not increase more than twenty-five percent (25%) from the prior year's level of Base Assessment; provided, however, any increase arising from the Grande Oaks Plantation Assessments shall not be included in calculating the Base Assessment increase from the prior year's level of Base Assessment for the purpose of this Section 8.8.

8.9 Obligation for Assessments

A. Owner's Obligation: Each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree to pay all applicable assessments authorized in the Governing Documents. All assessments, together with interest computed from its due date at a rate of ten percent (10%) per annum, compounded annually, or such higher rate as the Board of Directors may establish, subject to the limitations of South Carolina law, late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

B. No Waiver: The Board of Directors' failure to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

C. No Exemption: An Owner shall not be exempt from liability for assessments because of the Owner's non-use of the Common Area or any portion thereof, because of the Owner's abandonment of such Owner's Lot, or for any other reason. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

D. Certification of Amount Due: Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. If the certificate states that such assessment has been paid, such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.10 Lien for Assessments

A. Lien to Secure Payment: The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of

South Carolina law), and costs of collection (including reasonable attorneys' fees). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

B. Rights Upon Foreclosure: The Association may bid for the Lot at the foreclosure sale, and, upon taking ownership of the Lot, acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged if such Lot had not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

C. Impact of Sale on Lien: Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The Owner of the foreclosed Lot shall remain personally liable for assessments on such Lot due prior to such acquisition of title. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including the purchaser of such Lot, its successors and assigns.

8.11 Exempt Property: The following property shall be exempt from payment of Base Assessments and Special Assessments: (a) all Common Area and such portions of the Property owned by Declarant or its successors and assigns, or property designated as exempt in any Supplemental Declaration allowing such property; and (b) any property dedicated to and accepted by the Public.

8.12 Working Capital Contribution: Declarant, its successors or assigns, shall have the option, but shall not be required, to implement a working capital contribution requirement which amount would be paid by or on behalf of such purchaser at closing on the purchase of any Lot, including the initial sale by Declarant and any and all subsequent re-sales, and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws; provided, however, no portion of such contribution may be passed through by the Association to a third party designated or identifiable by description in the Declaration or the Bylaws or any document referenced therein.

Section 9: Additional Rights Reserved to Declarant

9.1 Marketing and Sales Activities

A. Right to Use Common Area: Subject to applicable zoning regulations, Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction, sale, and resale of Lots, including, but not limited to, business offices, signs, model Residential Units, and sales offices. Declarant shall have easements for access to and use of such facilities at no charge.

B. Easement Over Common Area: Subject to applicable zoning regulations, Declarant, its successors and assigns shall have a perpetual right and easement of access, ingress and egress over the Common Area and roads in the Community for the purpose of real estate sales on property which it owns or leases in the Community, listing Lots for sale and resale, and conducting advertising and promotional activities to promote the Community in a general and specific Lots available for sale, including taking and publishing photographs of Lots and Common Area.

9.2 Right to Develop

A. Boundaries: Declarant, its successors and assigns, shall have the right to alter, modify and realign the boundaries of the Common Area and any boundaries of Lots or other parcels comprising portions of the Property owned by Declarant, and the alteration, modification and realignment of any and all rights-of-way for ingress, egress, and regress. Any such alternation may be shown on a new or revised plat recorded by Declarant.

B. Easement for Development of Common Area: Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

C. Planned Community: Every Person that acquires any interest in the Property acknowledges that the Community is a planned community, the development of which is likely to extend over several years, and agrees not to protest, challenge, or otherwise object to changes in the master plan as it relates to the Property.

9.3 Right to Approve Additional Covenants: No Person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium, master deed, or similar instrument affecting any portion of the Community without Declarant's review and written consent, or following Turnover, the consent of the Association. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and recorded by Declarant or Association as applicable.

9.4 Right to Approve Changes in Community Standards: No amendment to or modification of any Governing Documents or Architectural Design Standards and Guidelines shall be effective without prior notice to and the receipt of Declarant's written approval prior to Turnover and thereafter, the Association.

9.5 Right to Transfer or Assign Declarant Rights: Any or all of Declarant's reserved rights and obligations set forth in this Declaration or the Bylaws may be assigned or transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws.

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

9.7 Right of Entry: Whenever Declarant, its successors or assigns, or the Association is permitted by this Declaration to correct, repair, clear, preserve, or perform any action on the Property, entering the Property and taking such action shall not be deemed a trespass.

Section 10: Easements

10.1 Owners: Declarant grants to each Owner a nonexclusive right and easement of use, access, ingress, egress, and enjoyment in, over, and to the roads and rights-of-way within the Community and the Common Area subject to: (a) the Governing Documents and any other applicable covenants; (b) any restrictions or limitations contained in any deed conveying such property to the Association; (c) the rights of the grantee(s) under the Connector Road Easement Agreement or other document described in Section 1.2.B; and (d) the Board's right to: (i) adopt rules regulating use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area; (ii) suspend an Owner's right to use recreational facilities within the Common Area (A) for any period during which any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the Bylaws; (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration; (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area; (v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board of Directors; (vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth herein; and (vii) provided that neither the Association, its directors and officers, nor Declarant its successors or assigns, shall be liable to any Owner, their lessees and guests for any damage or injury which results from the use of the Common Area, any amenities which may be constructed by Declarant or Association upon the Common Area. The Common Area and any amenities which may be constructed upon the Common Area are for the use of the Members of the Association and their lessees and guests at their own risk.

10.2 Limited Common Areas

A. Purpose: Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of a particular group or groups of Owners. By way of illustration and not limitation, Limited Common Areas may include dock access easements and docks, entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes, and other portions of Property or Common Area within a particular portion of the Property. All costs associated with maintenance, utilities, repair, replacement, and insurance of a Limited Common Area shall be a Limited Common Area Assessment allocated among the Owners of Limited Common Area Lots to which the Limited Common Areas are assigned.

B. Designation

1. Designation in Deed or Plat: Any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; provided, any such designation shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as Declarant owns a portion of the Property.

2. Designation After Conveyance: Thereafter, a portion of the Property may be designated as Limited Common Area and Limited Common Area may be re-designated upon approval of the Board of Directors and the vote of Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes of Members owning Lots affected by the proposed designation or re-designation. As long as Declarant owns a portion of the Property, any such designation or re-designation shall require Declarant's written consent.

3. Use by Others: Upon approval of a majority of Owners of Lots within the portion of the Property to which any Limited Common Area is designated, the Association may permit Owners of Lots in other portions of the Property to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the expenses attributable to such Limited Common Area.

10.3 Easement for Utilities

A. Easement With Respect to Lots: Unless otherwise noted on any recorded plat, easements ten (10) feet in width are reserved from the front, each side and from the rear of any Lot for the installation, maintenance, and repair of any utility services or drainage facilities, including without limitation, water, sewer, telephone, gas, cable television, electricity, and drainage ditches or swales.

B. Easement With Respect to Property: Declarant reserves for itself, so long as Declarant owns any portion of the Property or real property owned by Declarant adjacent to the Property, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout the Property (but not through a structure) to the extent reasonably necessary for the

purpose of: (i) installing utilities and infrastructure to serve the Property and any real property owned by Declarant adjacent to the Property, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights, and signage on property which Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded plats; (ii) inspecting, maintaining, repairing, and replacing the utilities, infrastructure, and other improvements described in Section 10.3.A; and (iii) access to read utility meters.

10.4 Specific Easements: Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's sole discretion, in connection with the orderly development of the Property. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

10.5 Minimal Interference: All work associated with the exercise of the easements described in Sections 10.3 and 10.4 of this Declaration shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by any such easement. Upon completion of the work, the Person exercising the easement rights shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

10.6 Easement to Association for Maintenance, Emergency, and Enforcement: Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill Association's maintenance, enforcement, and other responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by the Board of Directors or its executive committee and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

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

10.8 Easement for Walks, Trails, Signs and Perimeter Walls:

A. Easements from Front Lot Lines: Declarant hereby reserves for itself, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and

easement upon, over, and across those strips of land ten (10) feet in width extending from the front lot boundary line adjacent to rights-of-way for the installation, maintenance, and use of utilities, sidewalks, traffic directional signs, and related improvements; provided, however, that Declarant shall have no obligation to construct any such improvements.

B. Easements from Perimeter Lots: Declarant hereby reserves for itself, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width extending from the boundary line of a Lot that constitutes the perimeter boundary of the Property, with such easement to be used for the purpose of constructing, installing, replacing, repairing, and maintaining a walking trail, perimeter wall, and/or fence around the perimeter boundary of the property; provided, however, that neither Declarant nor Association shall have any obligation to construct any such walking trail, perimeter wall, or fence.

10.9 Easement for Special Events: Declarant reserves for itself, its successors, assigns, and designees, a perpetual, non-exclusive easement appurtenant over the Common Area for the purpose of conducting educational, cultural, entertainment, sales and marketing or sporting events, and other activities of general community interest at such locations and times as Declarant, in Declarant's sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of the rights reserved under this easement may result in an increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of Owner's Lot to take no action, legal or otherwise, which would interfere with the exercise of such rights or to recover damages for or as the result of any such activities.

10.10 Easement for Park and Walking Trail Access: Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across any areas designated as parks, recreation areas, walking trails or paths on any recorded plat; provided, however, such recorded plat shall expressly state that any or all such parks, recreation areas, walking trails or paths are for the use of the Association. Use of such facilities shall be governed by the Governing Documents.

10.11 Easement of Encroachment: If any portion of the improvements constructed on the Common Area encroaches upon a Lot or if any improvement constructed on a Lot unintentionally encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot or the Common Area is knowingly and willfully constructed, reconstructed, or repaired so as to encroach, respectively, on the Common Area or a Lot, no such easement shall exist.

Section 11: Supplemental Declarations

11.1 By Declarant: Declarant, or its successors or assigns, may submit to the provisions of this Declaration property adjacent to the Property by recording a Supplemental Declaration describing the additional property to be submitted, without the consent of any Owner, other than the owner of such property. Declarant's right to submit additional property to the Declaration

shall expire with Turnover. The Supplemental Declaration shall be signed by Declarant and the owner of the additional property, if applicable.

11.2 By Association: Following Turnover, the Association may submit to the provisions of this Declaration property adjacent to the Property by recording a Supplemental Declaration describing the additional property to be submitted, upon the affirmative vote of Class "A" Members representing more than fifty percent (50%) of the votes of the Association at a meeting duly called for such purpose. The Supplemental Declaration shall be signed by the President and Secretary of the Association and by the owner of the additional property, if applicable.

Section 12: Changes in Ownership of Lots

Any Owner desiring to sell or otherwise transfer title to such Owner's Lot shall give the Association's Secretary or other authorized agent at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations and the obligation to pay fees upon transfer until the date upon which such notice is received by the Board of Directors, notwithstanding the transfer of title.

Section 13: Subdivision of Property

Once a Lot has been conveyed by the Declarant to an Owner, the Lot shall not be further subdivided, consolidated with other Lots, nor its boundary lines changed, except with the written consent of Declarant or, following Turnover, the Association.

Section 14: Dispute Resolution

14.1 Agreement to Encourage Resolution of Disputes Without Litigation

A. General Agreement: Declarant, the Association and its officers, directors, and committee board, members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in Section 14.1.B, unless and until such Bound Party has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 14.2 in a good faith effort to resolve such Claim.

B. Claims: As used in this Section 14, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to: (i) the interpretation or application of the Governing Documents; (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or (iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment related to DRB matters, which shall not be subject to review.

C. Not Claims: The following shall not be considered "Claims" and shall be specifically exempt from the procedures set forth in Section 14.2 of this Declaration: (i) any suit by the Association to collect assessments or other amounts due from any Owner; (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; (iv) any suit in which any indispensable party is not a Bound Party; (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.2.A, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Chapter; and (vi) any suit by Declarant, and after Turnover, the Association, to enforce these Covenants and the Bylaws.

14.2 Dispute Resolution Procedures

A. Notice: The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board of Directors stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim; (ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises); (iii) the Claimant's proposed resolution or remedy; and (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. Negotiation: The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the parties in negotiating a resolution of the Claim.

C. Mediation

1. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 14.2.A (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Charleston County area.

2. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

3. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

4. Each Party shall bear its own costs of the mediation, including legal fees, and each Party shall share equally all fees charged by the mediator.

D. Settlement: Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs.

14.3 Initiation of Litigation by Association: In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings: (a) prior to Turnover; (b) to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens; (c) to challenge *ad valorem* taxation or condemnation proceedings; (d) against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Section 15: Amendment of Declaration

15.1 By Declarant

A. Unilateral Amendment: In addition to specific amendment rights granted elsewhere in this Declaration, until Turnover, Declarant may unilaterally amend this Declaration for any purpose, including, but not limited, to the addition of additional restrictions and the restatement of the Declaration. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Property or any portion thereof, including Lots; (iii) to enable any institutional or governmental lender, or purchaser of mortgage loans, including to make, purchase, insure, or guarantee mortgage loans on the or Lots; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot shall consent in writing.

B. Unilateral Amendment Without Material Adverse Effect: In addition, so long as Declarant owns a portion of the Property, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment does not materially adversely affect the rights granted to Owners hereunder without the consent of the Owners so affected.

15.2 By Members: Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing two-thirds (2/3) of the total votes in the Association and Declarant's consent prior to Turnover. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

15.3 Validity and Effective Date

A. Rights of Declarant: No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant (or the assignee of such right or privilege).

B. Presumption of Authority If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

C. Effective Date: Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

D. Limitation on Amendment: Notwithstanding any other provision of this Declaration, Section 8.6 of this Declaration may not be amended or modified except upon the unanimous, written consent of the Developers in the form of a supplement to this Declaration, which must be recorded in the RMC for Charleston County, South Carolina. Likewise, no amendments to this Declaration relating to the FCA Property or the Bees Landing Property shall be permitted except upon the unanimous, written consent of the Developers in the form of a supplement to this Declaration, which must be recorded in the RMC Office for Charleston County, South Carolina. The Declarant or, after Turnover, the Association, may unilaterally add additional common roadways to the Common Roadway Maintenance Fund in accordance with Section 8.6.D of this Declaration, so long as the FCA Property and the Bees Landing Property are not assessed for any expenses associated with such additions.

Section 16: Right of First Refusal

16.1 Applicability: Except for sales and conveyances by Declarant, no unimproved Lot may be transferred by any Owner except in compliance with the provisions of this Section 16. For the

purposes of this Section 16, a Lot shall be considered unimproved unless and until any proposed improvements to such Lot have been approved by the DRB pursuant to the provisions of Section 4 and the good faith commencement of the construction of such approved improvements shall have occurred (i.e. at a minimum, completion of the foundation of the structure).

16.2 Right of First Refusal:

A. Declarant's Right: Except with respect to the portions of the Property described in Exhibit B, Declarant shall have a right of first refusal with regard to any bona fide offer which an Owner receives for the purchase of an unimproved Lot. Before any unimproved Lot (or any ownership interest in a Lot) may be sold to any Person other than Declarant or its successors or assigns, the Owner of such Lot shall first offer in writing to sell such Lot to Declarant or its successors and assigns at a price equal to that agreed upon pursuant to a bona fide written offer to purchase such Lot.

B. Declarant's Response: Upon receipt by an Owner of a bona fide written offer to purchase an unimproved Lot, such Owner shall send to Declarant a copy of such bona fide offer along with written notification with a delivery date and receipt date indication that such Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal at the same price as set forth in said offer. If Declarant or its successors or assigns does not accept or reject in writing said offer of sale within two (2) business days from the date of receipt of same, then Owner of such Lot shall have the right to sell the Lot to the third party making such bona fide offer pursuant to such bona fide offer, without any further additional obligation to offer the Lot to Declarant.

C. Expiration of Right: This right of first refusal shall be valid and enforceable with respect to any unimproved Lot for a period of ten (10) years from the date of the recording of the first deed of conveyance for a Lot from Declarant to an Owner other than Declarant or upon Turnover, whichever occurs first, and upon the expiration of such ten (10) year period or Turnover, the Owner of such Lot shall have the right to sell the unimproved Lot to any third party without the obligation to first offer the Lot to Declarant.

D. Mortgage Foreclosure: This Section 16 shall not be applicable with respect to any foreclosure sale pursuant to a mortgage on an unimproved Lot or a deed in lieu of foreclosure which is made and delivered in good faith.

E. Waiver of Repurchase Option: In each instance where an offer to purchase an unimproved Lot is presented to Declarant by an Owner pursuant to the right of first refusal granted in this Section, Declarant shall determine in Declarant's sole discretion and on a case by case basis whether to exercise Declarant's right of first refusal. If Declarant declines to exercise Declarant's option or does not respond within the two (2) business day time period described above, Declarant shall execute and deliver to such Owner a waiver of repurchase option in recordable form.

F. Failure to Comply: Should an Owner fail to comply with the provisions of Section 16 and sell an unimproved Lot without first offering said Lot to Declarant in accordance with the

terms of this Section 16, then the purchase of such unimproved Lot shall be subject to Declarant's right of first refusal, and Declarant shall thereafter at any time have the right to purchase such Lot, whether or not the Lot is subsequently improved, from the purchaser or any successor in title of the Lot at the price as set forth in the original bona fide offer to purchase upon which such sale of the Lot was based, and Declarant also shall be entitled to pursue any other rights and remedies available at law or in equity for the violation of this Section 16.

16.3 Exemption for Death of an Owner or Gift: The transfer of any unimproved Lot to the personal representative, heirs, successors, and assigns of any Owner who dies while owning any unimproved Lot, or to the recipient of a gift of a Lot from an Owner, shall not be subject to the provisions of this Section 16, but any subsequent sale, transfer, and conveyance of such Lot shall be governed by the provisions of this Section 16.

16.4 Transfers to Declarant: In the event that Declarant exercises Declarant's right of first refusal pursuant to this Section 16, the closing of the conveyance of such Lot to Declarant shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant within the two (2) business-day time period described in Section 16.2 that Declarant elects to exercise Declarant's right of first refusal with respect to such Lot. At the closing, Declarant shall make payment to such Owner of the purchase price as described in the bona fide written offer, in cash or cash equivalent. The Owner shall deliver to Declarant a general warranty deed conveying fee simple marketable title to the Lot free and clear of all exceptions except those that existed at the time of the acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year, and any other exceptions that may be approved by Declarant. In the event that the closing occurs after the death of an Owner, Declarant may, in Declarant's discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state taxes or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant rights as purchaser of such Lot.

16.5 No Further Documentation Required: Declarant's right of first refusal reserved by this Section shall run with the title to the Property, and shall be binding upon each purchaser of a Lot. The provisions of this Section 16 shall constitute record notice to all purchasers of Lots in the Community, and no additional language in any deed of conveyance of a Lot and no recording of additional instruments shall be required to notify Owners of Lots of Declarant's right of first refusal.

Section 17: Miscellaneous

17.1 Severability and Rule Against Perpetuities: The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George W. Bush and the original Owners of Lots other than Declarant in the Property.

17.2 Interpretation: In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of this Declaration, and which will preserve the Property as an attractive, well maintained, privately-governed residential community. Contrary to the restrictive common law rule of construction, this Declaration shall by this Covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Lot Owners who take subject to the Covenants, do covenant and agree, and are thereby estopped from denying, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within this Declaration is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

17.3 No Waiver: Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

17.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

17.5 No Implied Liabilities or Duties: Any rules or regulations established by the Declarant or Association pursuant to this Declaration shall not expressly or impliedly create any duty of care to any owner.

17.6 No Partition: Except as permitted in this Declaration, there shall be no judicial partition of the Common Area or Limited Common Area. No Person may seek any judicial partition of the Common Area or Limited Common Area unless the real property has been removed from the provisions of this Declaration. This section shall not prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring or disposing of real property which may or may not be subject to this Declaration.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date first above written.

WITNESSES:

[Signature]
Witness #1
[Signature]
Witness #2

DECLARANT:

GRAND BEES DEVELOPMENT, LLC

[Signature]
By: J. Taylor Bush
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 6 day of Nov. 2014 by Grand Bees Development, LLC, a Florida limited liability company, by J. Taylor Bush, its President.

[Signature]
Notary Public for South Carolina
My Commission Expires: 3/12/2017

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESSES:

[Signature]
Witness #1
[Signature]
Witness #2

RYLAND:

THE RYLAND GROUP, INC.
[Signature]
By: DOUGLAS T. McDONOVAN
Its: OPERATIONAL VP.

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 27 day of November 2014 by The Ryland Group, Inc., a Maryland corporation, by Douglas T. McDonovan its Authorized Representative.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/11/2025

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WITNESSES:

Christian A. Wood
Witness #1

Susan B. Clontz
Witness #2

FCA:

BEES FERRY-FCA, LLC,
a Delaware limited liability company

By: FCA Partners, LLC, a North Carolina limited
liability company, its Manager

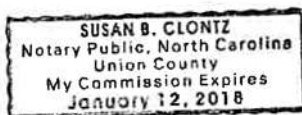
Edward M. Cherry
By: Edward M. Cherry
Its: Manager

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 1th day of
November 2014 by Edward M. Cherry, Manager of FCA Partners, LLC, a North Carolina
limited liability company, Manager of Bees Ferry-FCA, LLC, a Delaware limited liability
company.



Susan B. Clontz
Notary Public for North Carolina
My Commission Expires: 1/12/2018

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WITNESSES:

[Signature]
Witness #1

[Signature]
Witness #2

BEES LANDING:

BEES LANDING LIMITED PARTNERSHIP,
a South Carolina limited partnership

BY: SEEB, Inc., a South Carolina corporation
Its: General Partner

By: [Signature]
H. Brown Hamrick, Its President and Chairman
of the Board of Directors

STATE OF South Carolina

COUNTY OF Charleston

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 10th day of February 2014 by Bees Landing Limited Partnership, a South Carolina limited partnership, by SEEB, INC, its General Partner, by H. Brown Hamrick, its President and Chairman of the Board of Directors.

[Signature]
Notary Public for South Carolina
My Commission Expires: 1/24/2025

[END OF DOCUMENT]

Exhibit A

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Exhibit ALegal Description of the Declarant Property

ALL that certain piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "TRACT D2, 310.669 ACRES TOTAL, 97.424 ACRES WETLANDS, 213.245 ACRES HIGHLAND," on that certain plat entitled "SUBDIVISION PLAT OF TRACT D, BEES LANDING, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Jeffrey Steven Cooper, S.C.R.L.S. 12516, of Forsberg Engineering and Surveying, Inc., dated September 9, 2004, last revised on October 12, 2004, and recorded on October 15, 2004 in Plat Book EH at Page 427 in the RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

LESS AND EXCEPTING all that certain piece, parcel or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "PORTION OF 301-00-00-035, TOTAL AREA—581,935 sq. ft.—13.359 ac., HIGHLAND—551,485 sq. ft.—12.660 ac., FRESHWATER WETLANDS—30,450 sq. ft.—0.699 ac. (HEREBY SUBDIVIDED AND COMBINED WITH PORTION OF 301-00-00-388 TO CREATE NEW TRACT D1-B2)," on that certain Subdivision Plat "SHOWING A PORTION OF TRACT D2—TMS NO. 301-00-00-035 AND A PORTION OF TRACT D1-B—TMS NO. 301-00-00-388 TO BE COMBINED AND SUBDIVIDED INTO TRACT D1-B2, CITY OF CHARLESTON PROJECT ID #120412-BEESFERRYRD-1, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Jonathan F. Burns, S.C.P.L.S. 22742, dated February 16, 2012, and recorded on August 10, 2012 in Plat Book L12 at Page 0229 in the RMC Office for Charleston County, South Carolina, said tract having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

ALSO LESS AND EXCEPTING all those pieces, parcels or tracts of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "TRACT 1, PORTION OF TMS NO. 301-00-00-035, 27.018 ACRES—HIGHLAND, 9.610 ACRES—WETLAND, 36.628 ACRES—TOTAL," and "TRACT 2A, PORTION OF TMS NO. 301-00-00-035, 14.760 ACRES—HIGHLAND, 7.069 ACRES—WETLAND, 21.829 ACRES—TOTAL," on that certain plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT D2, TMS NO. 301-00-00-035 CONTAINING 279.532 AC TO CREATE TRACT 1 (36.628 AC), TRACT 2A (21.829 AC), AND RESIDUAL TRACT D2 (221.075 AC), PROPERTY OF GRAND BEES DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard D. Lacey, S.C.P.L.S. 16120, of HLA INC, dated August 19, 2013, and recorded on August 28, 2013 in Plat Book L13 at Page 0302 in the RMC Office for Charleston County, South Carolina, said tracts having such size, shape, buttings, boundings, dimensions, and location as will appear by

reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

ALSO LESS AND EXCEPTING all of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, designated as "PROXIMITY DR. (R/W VARIES)" and "PROXIMITY DR. (70' R/W)" on that certain plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT D2, TMS NO. 301-00-00-035, PROPERTY OF GRAND BEES DEVELOPMENT LLC *AND SHOWING THE SUBDIVISION OF TRACT D1-B1, TMS NO. 301-00-00-388, PROPERTY OF BEES RESOURCES, LP AND SHOWING THE SUBDIVISION OF TRACT D1-B2, TMS NO. 301-00-00-676, PROPERTY OF BEES FERRY-FCA LLC TO CREATE PROXIMITY DRIVE CONTAINING 8.976 ACRES AND 5 HOA PARCELS CONTAINING 10.962 ACRES LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,*" prepared by Richard D. Lacey, S.C.P.L.S. 16120, of HLA INC, dated May 6, 2013, revised on June 7, 2013, and recorded on August 14, 2013 in Plat Book L13 at Pages 0281-0282 in the RMC Office for Charleston County, South Carolina, said property having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

Being a portion of the property conveyed to Grand Bees Development, LLC, by deed of Bees Resources, L.P., dated November 15, 2004, recorded on November 16, 2004 in Book D516 at Page 568, and re-recorded on January 26, 2005 in Book T523 at Page 116 in the RMC Office for Charleston County, South Carolina.

TMS NO. 301-00-00-035

Exhibit B

Exhibit BLegal Description of the Ryland Property

All those pieces, parcels or tracts of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "TRACT 1, PORTION OF TMS NO. 301-00-00-035, 27.018 ACRES—HIGHLAND, 9.610 ACRES—WETLAND, 36.628 ACRES—TOTAL," and "TRACT 2A, PORTION OF TMS NO. 301-00-00-035, 14.760 ACRES—HIGHLAND, 7.069 ACRES—WETLAND, 21.829 ACRES—TOTAL," on that certain plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT D2, TMS NO. 301-00-00-035 CONTAINING 279.532 AC TO CREATE TRACT 1 (36.628 AC), TRACT 2A (21.829 AC), AND RESIDUAL TRACT D2 (221.075 AC), PROPERTY OF GRAND BEES DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard D. Lacey, S.C.P.L.S. 16120, of HLA INC, dated August 19, 2013, and recorded on August 28, 2013 in Plat Book L13 at Page 0302 in the RMC Office for Charleston County, South Carolina, said tracts having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

Being the same property conveyed to The Ryland Group, Inc., by deed of Grand Bees Development, LLC, dated August 29, 2013, and recorded on August 30, 2013 in Book 0357 at Page 643 in the RMC Office for Charleston County, South Carolina.

TMS NO. 301-00-00-689 AND TMS NO. 301-00-00-690

Exhibit C

Exhibit CLegal Description of Bees Landing Property

All that piece, parcel, lot or tract of land, together with any buildings and improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "TRACT D1-B1, BEES RESOURCES, LP, TMS NO. 301-00-00-388, WETLAND—5.845 AC, HIGHLAND—10.528 AC, TOTAL—16.373 AC," on that certain plat entitled "BOUNDARY PLAT SHOWING TMS NO. 301-00-00-388 CONTAINING 16.373 AC. PREPARED FOR BEES RESOURCES, LP., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard D. Lacey, S.C.P.L.S. 16120, of HLA INC, dated May 6, 2013, revised August 29, 2013, and recorded on September 10, 2013 in Plat Book L13 at Page 0312 in the RMC Office for Charleston County, South Carolina, said tract having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

Being the same property conveyed to Bees Landing Limited Partnership by deed of Bees Resources, L.P., dated September 24, 2013, and recorded on September 30, 2013 in Book 0364 at Page 156 in the RMC Office for Charleston County, South Carolina.

TMS NO. 301-00-00-388

Exhibit D

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**BYLAWS
OF
PROXIMITY NEIGHBORHOODS
MASTER ASSOCIATION, INC.**

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**BYLAWS
OF
PROXIMITY NEIGHBORHOODS MASTER ASSOCIATION, INC.
a South Carolina non-profit corporation**

ARTICLE I

CREATION OF ASSOCIATION

1.1 Name. In conjunction with the development of Grand Oaks, the Proximity Neighborhoods Master Association, Inc. was incorporated as a non-profit corporation under the laws of the State of South Carolina on _____ (the "Association") to serve as the governing body for Grand Oaks.

1.2 Location. The principal office of the corporation initially shall be located in Charleston County, South Carolina, but meetings of members and Directors may be held at such places within the State of South Carolina, as may be designated from time to time by the Board of Directors.

1.3 Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property. All present or future Owners, tenants, their employees, or any other Person who might use the Property in any manner are subject to the provisions of these Bylaws and in the Declaration establishing the subdivision both as may be amended. Ownership or occupancy of a Lot will signify that these Bylaws and the provisions of the Declaration, and any amendments to either, are accepted, ratified and will be complied with.

ARTICLE II

DEFINITIONS

2.1 "Association" shall mean and refer to the Proximity Neighborhoods Master Association, Inc., its successors and assigns.

2.2 "Declarant" shall mean and refer to Grand Bees Development, LLC.

2.3 "Declaration" or "this Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions For Proximity Neighborhoods Master Association", recorded in the Office of the Register of Deeds for Charleston County, South Carolina in Book _____ at Page _____, together with any and all supplementary declarations or amendments pursuant to the Declaration which may be recorded from time to time. Reference is made to the Declaration for all of the defined terms which may be used in these Bylaws.

2.4 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

2.5 "Property" shall mean and refer to that certain real property described in Exhibits "A," "B," "C" and "E" of the Declaration.

2.6 All other capitalized terms shall have the meaning set forth in the Declaration.

ARTICLE III

MEMBERSHIP AND MEETINGS OF MEMBERS

3.1 Membership. The Association shall have two (2) classes of membership. Class "A" and Class "B", and the provisions of the Declaration pertaining to membership are incorporated herein by this reference. Transfer of a Lot, whether voluntary or by operation of law, shall terminate membership in the

Association with the acquiring parties of the Lot automatically acquiring interest in such membership as a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of each Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that a Lot is owned by more than one Person or by an entity, the procedures set forth in Section 6.2 of the Declaration shall be followed.

3.2 Place of Meetings. Meetings of the membership shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

3.3 Record Date. The Board of Directors shall fix a record date for determining the members entitled to notice of, and members entitled to vote at, each meeting of Members. Such record date shall be at least ten (10) days, but not more than forty (40) days before such meeting.

3.4 Annual Meetings. The first annual meeting of the Members shall be held during the first year following the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the month of March of each year thereafter or at such other time as the Board of Directors determines.

3.5 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors.

3.6 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than sixty (60) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.7 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or its duly authorized representative or proxy shall be deemed a waiver by such Member of notice of the meeting, unless such Member, or its representative or proxy, specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

3.8 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, more than fifty percent (50%) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws.

3.9 Adjournment and Quorum. If any meeting of the Members cannot be held because a quorum is not be present, the Board shall adjourn the meeting and schedule another meeting for a date not less than seven (7) days nor more than thirty (30) days from the date of the initial meeting. Written notice of the time and place of the adjourned meeting shall be provided to all Members. At the reconvened meeting, the quorum requirement shall be twenty-five percent (25%) of the votes of the Membership. At such meeting, any business may be transacted which might have been transacted at the meeting originally called.

3.10 Voting.

- (a) The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions in the Declaration are specifically incorporated into these Bylaws by this reference.

- (b) Members not delinquent in any amounts owed to the Association may vote at a meeting by voice vote or ballot or may vote by mail without the necessity of a meeting, as determined by the Board; provided, the Board shall hold meetings when required by the Declaration, these Bylaws or South Carolina law. Votes for the election of directors shall be cast by secret written ballot. All Member votes cast at meetings are subject to the quorum requirements of Section 3.8. A majority vote of Members present at a meeting at which a quorum shall be present shall be binding upon all Owners for all purposes except as otherwise provided in the Declaration or in these Bylaws or by law.

3.11 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, shall indicate the Lot for which it is given, shall be signed and dated, and filed with the Secretary prior to the meeting for which the proxy is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving the proxy is entitled to cast, and in the event between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon (a) conveyance by the Member of such Member's Lot; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) twelve months from the date of the proxy, unless a shorter period is specified in the proxy.

3.12 Conduct of Meetings. The President, or the Vice President in the President's absence, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

3.13 Agenda for Meetings. Unless otherwise established by resolution of the Board, *Robert's Rules of Order* (current edition) shall govern the conduct of Association meetings.

3.14 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a written consent specifically authorizing the proposed action is signed by all Members entitled to vote on such matter. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Secretary. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Qualification. The affairs of this Association shall be managed by a Board of Directors each of whom shall have one (1) vote. Except for the Directors appointed by Declarant, all Directors shall be Members or a spouse of a Member of the Association. If a Member is not a natural person, an owner, director, trustee, partner, member, officer or other duly authorized representative designated in writing to the Secretary of the Association of such Member may serve as a Director. No individual and a spouse shall serve on the Board at the same time.

4.2 Number and Initial Board. Until Turnover, the Board shall consist of three (3) Persons appointed by the Declarant who need not be Members of the Association and who shall serve at the pleasure of the Declarant or until their successors are appointed by Declarant or elected as provided in this Section. At each election following Turnover, the existing Board shall determine the number of Directors to be elected which shall be an odd number of at least three (3).

4.3 Selection of Directors. At the first annual meeting following Turnover, the Class "A" Members shall be entitled to elect all of the directors to fill positions being vacated. Each director shall be elected for staggered terms of three (3) years each, and shall serve until their successors have been elected.

4.4 Term of Office. The terms of office for directors shall be staggered to promote continuity. At the first annual meeting following Turnover, the Class "A" Members shall elect one third of the directors for a term of one year, one-third of the directors for a term of two years, and one-third of the directors for a term of three years; and at each annual meeting thereafter one-third of the successor directors shall be elected for a term of three (3) years. Directors may be elected to consecutive terms.

4.5 Nomination. Nomination for election to the Board of Directors shall be made by the existing Board or by a Nominating Committee appointed by the Board. In preparation for each election, the Board or Nominating Committee, as applicable, shall meet and make as many nominations for election to the Board as the Board or Committee in its discretion shall determine, but in no event less than the number of positions to be filled. Nominations may also be made from the floor at the annual meeting of Members upon presentation to the Secretary prior to the election of a petition nominating such nominee signed by at least 25% of Members.

4.6 Nominating Committee. If the Board decides to appoint a Nominating Committee, such Committee shall be appointed at least thirty (30) days prior to any election of directors. The Committee shall consist of a chairman who shall be a director and at least two Members. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed.

4.7 Election. Election to the Board of Directors shall be by written ballot by Members in good standing. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. In the event of a tie vote, the Members entitled to vote shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If the second vote again results in a tie, then the candidates with equal numbers of votes shall flip a coin to determine who shall serve on the Board.

4.8 Removal and Vacancies.

- (a) Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose.
- (b) In the event of death, disability, resignation or removal of a director, the Board may declare a vacancy and appoint a successor to serve for the unexpired term of his/her predecessor.
- (c) Any director who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

ARTICLE V

MEETINGS OF DIRECTORS

5.1 Organizational Meetings. The first meeting of the Board following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as the Board shall fix.

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held periodically at such place and hour as may be fixed from time to time as determined by 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.

5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors.

5.4 Notice; Waiver of Notice.

- (a) Notice of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, or other electronic mail, messaging or communication device, with printed confirmation of successful transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or mailing or physical address as shown on the records of the Association. Notices shall be deposited into the U.S. mail at least five (5) business days prior to the time set for the meeting. Notice given by personal delivery, telephone, or other device shall be delivered or transmitted at least seventy-two (72) hours prior to the time set for the meeting.
- (b) Transaction of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

5.5 Quorum. A majority of the number of directors present at any Board meeting 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, unless otherwise specifically provided by these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of some directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.6 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

5.7 Conduct of Meetings. The President, or Vice President in the President's absence, shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. Unless otherwise established by resolution of the Board, *Robert's Rules of Order* (current edition) shall govern the conduct of Board meetings, and the agenda for meetings of the Board shall be as set forth in Section 3.13 above.

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5.8 Open Meetings: Executive Session.

- (a) Subject to the provisions of subsection (b) below and Section 5.9, all Board meetings shall be open to all Members and their duly authorized representatives but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.
- (b) Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

5.9 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting 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.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or South Carolina law require to be done and exercised exclusively by the Members. Board determinations as to the meaning, scope, and application of Governing Document provisions shall be upheld and enforced as long as such determinations are reasonable. Subject to the reserved rights of the Declarant set forth in the Declaration, the Board of Directors shall have the power, without limitation, to:

- (a) adopt and publish Rules and Regulations governing the use of the Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights 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 thirty (30) days for infraction of published rules and regulations;
- (c) borrow money for the purpose of improving, acquiring repairing, modifying or restoring the Common Area without the approval of the Members of the Association;
- (d) borrow money for any legal purpose and to grant mortgages as collateral; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed twenty percent (20%) of the Association's budgeted gross expenses for that fiscal year;
- (e) contract with any Person for the performance of various duties and functions, including, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, and other owners association, within or outside the Property; provided that any such management agreement shall require the consent of a majority of the total directors of the Board;

- (f) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Declaration, and Articles of Incorporation.

6.2 Execution of Documents. Unless otherwise provided herein, all agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other persons or persons as the Board may designate by resolution.

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

- (a) prepare and adopt an annual budget in accordance with the terms of the Declaration;
- (b) levy and collect assessments from Owners;
- (c) provide for the operation, care, upkeep, and maintenance of the Common Property consistent with the Community Standard as defined in the Declaration.
- (d) designate, hire, and dismiss personnel necessary to carry out the Association's rights and responsibilities and where appropriate, provide for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.
- (e) deposit all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's discretion, in depositories other than banks;
- (f) make and amend the Rules and Regulations in accordance with the Declaration;
- (g) open bank accounts on behalf of the Association and designating the signatories required for such accounts;
- (h) make or contract for repairs, additions, and improvements to or alterations of the Common Property in accordance with the Declaration and these Bylaws;
- (i) enforce by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- (j) obtain and maintain property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) pay the cost of all services rendered to the Association;
- (l) keep books with detailed accounts of the Association's receipts and expenditures;
- (m) make available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 11;
- (n) permit utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development of the Property.

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- (o) indemnify a current or former director, officer, or committee member of the Association to the extent such indemnity is required by South Carolina law, the Articles, the Declaration, and these Bylaws;
- (p) assist in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.
- (q) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment; and
- (r) perform all other duties reasonably required of it to satisfy the functions of the Association as set forth in the Declaration and in the Articles of Incorporation, or as authorized under applicable South Carolina law.

6.4 Enforcement. The Association shall have the power, as provided in the Declaration and these Bylaws, to impose sanctions for any violation of any duty imposed under the Governing Documents. The following provisions shall apply with regards to enforcement of the provisions of the Governing Documents:

- (a) Notice. As required, prior to imposition of any sanction under these Bylaws or the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within ten (10) days of the notice. If a timely request for a hearing is not made by the alleged violator, the sanction stated in the notice shall be imposed; provided that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10)-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.
- (b) Hearing. If a hearing is requested within the allotted ten (10)-day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfactory if the alleged violator appears at the meeting.
- (c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Section, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, without limitation, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable legal fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.
- (d) No Waiver. In the event the Board decides, in its discretion, not to take enforcement action, such a decision shall not be construed as a waiver of the Association's right to enforce such

provision at a later time under other circumstances or estop the Association from enforcing any other provision of the Governing Documents.

6.5 Compensation. Any director may be reimbursed for the director's actual expenses incurred in the performance of his/her duties.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The officers of this Association shall be a President, who shall, at all times, be a Member of the Board of Directors, a Secretary, and a Treasurer. The Board may appoint such other officers or assistant officers as the Board may from time to time deem necessary, such officers to have such authority and to perform such duties as the Board prescribes.

7.2 Multiple Offices. Other than the offices of President and Treasurer, the holding of multiple offices by one person is allowed.

7.3 Election of Officers. Prior to Turnover, the Declarant shall appoint officers who shall serve at the pleasure of the Declarant until they are replaced or their successors are appointed by Director or elected as described. Following Turnover, the Board shall nominate and elect officers by majority vote at the first meeting of the Board of Directors following each annual meeting of the Members.

7.4 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until their successors are elected.

7.5 Resignation and Removal.

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

(b) The Board may remove any officer from office at any time whenever in its judgment the best interests of the Association will be served.

7.6 Vacancies. A vacancy in any office arising because of death, disability, resignation, removal, or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

7.7 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, loan documents, mortgages, deeds and other written instruments and shall co-sign with the Treasurer all checks, unless other signatories are designated on individual checking accounts. The President shall serve as an *ex officio* member of all committees.

(b) Vice President. The Vice President shall preside over meetings in the absence of the President and shall perform such other duties as required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and

affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and contact information, and shall perform such other duties as required by the Board.

- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign with the President all checks of the Association, unless other signatories are designated on individual checking accounts; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and oversee preparation of an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting.

ARTICLE VIII

COMMITTEES

8.1 The Board of Directors may, by resolution, appoint such committees, with such number of members, duties, and terms, as deemed appropriate in carrying out the functions of the Association. Each committee shall have two (2) or more members, and may have a chairperson who shall serve at the pleasure of the Board.

8.2 The Board of Directors may remove any committee member, including, without limitation, the Architectural Review Committee, with or without cause by written notice to such committee member, and the Board of Directors may appoint a successor to fill such vacancy.

ARTICLE IX

STANDARDS OF CONDUCT; LIABILITY AND INDEMNIFICATION

9.1 Standards for Directors and Officers. The Board and committee members shall exercise their powers in a reasonable, fair, and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. In performing their duties, directors, officers, and committee members shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under state law and as otherwise provided by the Governing Documents. Directors, officers, and committee members shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director, officer, or committee member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under the South Carolina Nonprofit Corporation Act.

9.2 Liability.

- (a) A director, officer, or committee member shall not be personally liable to the Association, any Member, or any other Person for any action taken or not taken as a director, officer, or committee member if the director, officer, or committee member has acted in accordance with Section 9.1.
- (b) A director, officer, or committee member also shall not be personally liable for any action taken or not taken as a director, officer, or committee member if the director, officer, or committee member:

- (i) acts within the express or implied scope of the Governing Documents and his or her actions are not *ultra vires*;
 - (ii) affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;
 - (iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he/she has a conflict of interest (beyond that which all directors have by virtue of their ownership, interest, or occupancy of a Lot); and
 - (iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.
- (c) The officers, directors, and committee members of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

9.3 Indemnification. Subject to the limitations of South Carolina law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including legal fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or appeal of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

- (a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under South Carolina Nonprofit Corporation Act; or
- (b) to the extent that the individual is adjudged liable for conduct that constitutes:
 - (i) appropriation, in violation of his or her duties, of any business opportunity of the Association;
 - (ii) intentional misconduct or knowing violation of the law;
 - (iii) an unlawful distribution to Members; directors or officers; or
 - (iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

9.4 Advancement of Expenses. In accordance with the procedures and subject to the conditions and limitations set forth in the South Carolina Nonprofit Corporation Act, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expense incurred by a present or former officer, director, or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

ARTICLE X

MANAGEMENT AND ACCOUNTING

10.1 Right of Declarant to Disapprove Actions. So long as Declarant owns any portion of the Property, Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the sole judgment of Declarant, would tend to impair the rights of Declarant or developers under the Declaration or these Bylaws, or interfere with development or construction of any portion of the Property, or diminish the level of services being provided by the Association.

10.2 Notice of Meetings and Actions. For so long as Declarant owns any portion of the Property, Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee, and shall have the right to attend any such meetings. Such notice shall be given in accordance with the notice procedures required for Board meetings described above to the address Declarant has registered with the Secretary of the Association, and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable detail the agenda to be followed at such meeting.

10.3 Opportunity to be Heard.

- (a) Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.
- (b) No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of Sections 10.1, 10.2, and 10.3 have been met.
- (c) Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. Declarant, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove or reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

10.4 Managing Agent.

- (a) The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or ultimate

responsibility for those duties set forth in Section 7.7. Declarant or its affiliate may be employed as managing agent or manager.

- (b) The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.
- (c) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

10.5 Accounts and Reports.

- (a) GAAP. Accounting and controls shall conform to generally accepted accounting principles.
- (b) No commingling. Accounts of the Association shall not be commingled with any other accounts.
- (c) Annual Reports. An annual report consisting of at least the following shall be made available to all Members within 120 days after the close of each fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.
- (d) Quarterly Reports. Quarterly reports shall be prepared for the Board of Directors after the first Lot is sold and closed containing: (i) an income statement; (ii) a statement of receipts and disbursements; (iii) a balance sheet; and (iv) a delinquency report listing all Owners who are delinquent in payment of assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent. (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution.)
- (e) Statement of Account. The Association shall, for a reasonable fee established by the Board, promptly provide any purchaser, Owner, lien holder or prospective lien holder of a Lot so requesting the same in writing, with a written statement of all unpaid assessments and amounts due from the Owner of that Lot, and the liability of a purchaser of a Lot shall be limited to the amount as set forth in such statement. Any lien holder holding a lien against a Lot may pay any unpaid assessments and amounts due on such Lot, and upon such payment such lien holder shall have a lien on such Lot for the amounts paid of the same rank as the lien it holds.

ARTICLE XI

BOOKS AND RECORDS

11.1 Inspection by Members and Mortgagees. The Governing Documents, membership register, books of account, and the minutes of meetings of the Members, the Board, and committees of the Association shall, during reasonable business hours, be available to inspection and copying by any Member, holder, insurer, or guarantor of a first mortgage on a Lot, or the duly appointed representative of any of the foregoing for a purpose reasonably related to his or her interest in a Lot. The Board shall provide for such inspection to

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take place at the Association's office or at such other place within Charleston County, South Carolina as the Board shall designate.

11.2 Rules for Inspection. The Board shall establish rules with respect to:

- (a) notice to be given to the custodian of the records to request an inspection;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing documents requested.

11.3 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

ARTICLE XII

NOTICES

12.1 Form of Notice and Method of Delivery. Except as otherwise provided in the Declaration or these Bylaws or by law, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by telephone facsimile or electronic mail with written confirmation of transmission.

12.2 Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

- (a) if to a Member, at the address, facsimile number, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the mailing address of the Lot of such Member;
- (b) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Members pursuant to this section;
- (c) if to Declarant, at the principal address of Declarant as it appears on the Secretary of State's records, or at such other address as Declarant shall designate by written notice to the Association pursuant to this section.

12.3 Effective Date. Notice sent in accordance with the above sections shall be deemed to have been duly given and effective if:

- (a) sent by United States mail, when deposited in the United States mail, correctly addressed, with first class or higher priority postage prepaid;
- (b) delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery;
- (c) sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

ARTICLE XIII

AMENDMENTS

13.1 By Declarant. For so long as Declarant owns any Lot, Declarant may unilaterally amend these Bylaws. Thereafter, Declarant may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (c) to satisfy the requirements of any local, state or federal governmental agency.

13.2 By Members. Except as provided above, these Bylaws may be amended at any annual or special meeting only by the affirmative vote or written consent, or any combination thereof, of Members or their proxies entitled to cast a majority of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required to be taken under that clause.

13.3 No Revocation. No amendment may remove, revoke, or modify any right or privilege of Declarant, its successors or assigns, without the written consent of Declarant or the assignee of such right or privilege.

13.4 Effective Date. Amendments to these Bylaws shall become effective upon adoption unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its adoption, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

ARTICLE XIV

DISSOLUTION

14.1 The Association may be dissolved upon a resolution duly adopted by the board of directors and the affirmative vote of Members owning not less than two-thirds (2/3) of Lots and the consent of Declarant for so long as Declarant owns any Lot.

14.2 Upon dissolution, liquidation or final determination of the operations of the Association, the remaining assets shall be distributed proportionately to the Members, or if it has no Members to those persons to whom the Association holds itself out as benefiting or serving.

ARTICLE XV

MISCELLANEOUS

15.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, unless changed by resolution of the Board, except that the first fiscal year shall begin on the date of incorporation. In the case of any conflict between the Declaration and Articles of Incorporation and these Bylaws, the Declaration and Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In case of any conflict between the provisions of these Bylaws and the provisions of Section 8.6 of the Declaration, the provisions of Section 8.6 of the Declaration shall control. The foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of _____, 20____.

Exhibit E

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Exhibit ELegal Description of the FCA Property

All that certain piece, parcel or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, shown and designated as "TRACT D1-B2, PORTIONS OF TMS 301-00-00-388 & 301-00-00-035, TOTAL AREA—1,185,260 sq. ft.—27.210 ac., HIGHLAND—1,018,491 sq. ft.—23.382* ac., FRESHWATER WETLANDS—166,769 sq. ft.—3.828 ac.," on that certain Subdivision Plat "SHOWING A PORTION OF TRACT D2—TMS NO. 301-00-00-035 AND A PORTION OF TRACT D1-B—TMS NO. 301-00-00-388 TO BE COMBINED AND SUBDIVIDED INTO TRACT D1-B2, CITY OF CHARLESTON PROJECT ID #120412-BEESFERRYRD-1, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Jonathan F. Burns, S.C.P.L.S. 22742, dated February 16, 2012, and recorded on August 10, 2012 in Plat Book L12 at Page 0229 in the RMC Office for Charleston County, South Carolina, said tract having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

LESS AND EXCEPTING all of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, designated as "PROXIMITY DR. (R/W VARIES)" and "PROXIMITY DR. (70' R/W)" on that certain plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF TRACT D2, TMS NO. 301-00-00-035, PROPERTY OF GRAND BEES DEVELOPMENT LLC AND SHOWING THE SUBDIVISION OF TRACT D1-B1, TMS NO. 301-00-00-388, PROPERTY OF BEES RESOURCES, LP AND SHOWING THE SUBDIVISION OF TRACT D1-B2, TMS NO. 301-00-00-676, PROPERTY OF BEES FERRY-FCA LLC TO CREATE PROXIMITY DRIVE CONTAINING 8.976 ACRES AND 5 HOA PARCELS CONTAINING 10.962 ACRES LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey, S.C.P.L.S. 16120, of HLAINC, dated May 6, 2013, revised on June 7, 2013, and recorded on August 14, 2013 in Plat Book L13 at Pages 0281-0282 in the RMC Office for Charleston County, South Carolina, said property having such size, shape, buttings, boundings, dimensions, and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

Being the same property conveyed to Bees Ferry-FCA, LLC by deed of Grand Bees Development, LLC, dated August 9, 2012, and recorded on August 10, 2012 in Book 0270 at Page 572 in the RMC Office for Charleston County, South Carolina.

TMS NO. 301-00-00-676

MD 516PG658

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

LIMITED WARRANTY DEED

EXHIBIT
D

Re-Record
BK T523PG116

KNOW ALL MEN BY THESE PRESENTS, THAT BEES RESOURCES, L.P., a South Carolina limited partnership ("Grantor") in the State aforesaid in consideration of the sum of FOUR MILLION ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED EIGHTEEN AND 00/100 (\$4,141,518.00) DOLLARS, in hand paid at and before the sealing of these presents by GRAND BEES DEVELOPMENT, LLC, a Florida limited liability company ("Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said GRAND BEES DEVELOPMENT, LLC, a Florida limited liability company, the following described property:

FOR LEGAL DESCRIPTION, SEE EXHIBIT A, ATTACHED
HERETO AND INCORPORATED HEREIN BY REFERENCE

For reference see TMS No: 301-00-00-035 (Portion of)

Grantee's Address: 1/4 The Shores Companies
4315 PINE OAK COURT Suite 1
JACKSONVILLE, FL 32224

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, the Grantee's Successors and Assigns forever.

AND, subject to matters contained herein, the said Grantor does hereby bind Grantor and Grantor's Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, the Grantee's Successors and Assigns, against Grantor and Grantor's Successors and Assigns lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantee's Hand and Seal, this 15 day of November in the year of our Lord two thousand four and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BEES RESOURCES, L.P., a South Carolina
limited partnership (SEAL)

BY: SEEB, Inc.
Its: General Partner

By: H. Brown Hamrick
Its: President

(Signature of Witness #1)

(Signature of Witness #2)

#2004-1339 11/15/04 blm

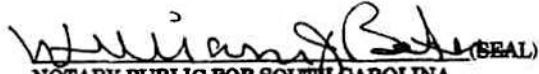
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Re-Record
BK T523PG117

MD 516PG659

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 15 day of November, 2004 by **BEES RESOURCES, L.P.**, a South Carolina limited partnership by SEEB, Inc., its General Partner, by H. Brown Hamrick, its President on behalf of said Grantor.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 10-7-2007

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#2004-1339 11/15/04 blm

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ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina and being shown and designated as "Tract D2 310.669 Acres Total 97.424 Acres Wetlands 213.245 Acres Highland" on a plat by Forsberg Engineering and Surveying, Inc. dated September 9, 2004 entitled in part "SUBDIVISION PLAT OF TRACT D BEES LANDING CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" and recorded October 25, 2004 in the RMC Office for Charleston County, South Carolina at Plat Book EH, Page 427, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

BUTTING AND BOUNDING according to said plat as follows: to the north and northwest on Lot 9A, property now or formerly of Coastal Desert Partners, LLC, Charleston County TMS # 301-00-00-330 and also on Ashley Gardens Blvd. 70' R/W and 50' R/W; to the northeast on property now or formerly of Beazer Homes, Corp. Charleston County TMS # 301-00-00-050; to the southeast on property of Bees Resources, L.P. known as Tract D1; to the south on property now or formerly of Henry Kuznik Charleston County TMS # 301-00-00-028; to the southwest on property now or formerly of the County of Charleston, Charleston County TMS # 301-00-00-026; and to the west and northwest on property now or formerly of Long Savannah Partners, LP, Charleston County TMS # 301-00-00-006.

TOGETHER with a roadway easement over Tract D1 as shown on said plat for the benefit of the above described Tract D2 as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, L.P., a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated Nov. 15, 2004 and recorded or to be recorded simultaneously herewith at Book 11-516 Page 081, RMC Office for Charleston County, South Carolina.

SAVING, EXCEPTING and RESERVING to Grantor, its successors and assigns, a roadway easement over Tract D2 as shown on said plat for the benefit of Grantor's retained land shown as Tract D1 on the above referenced plat, as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, L.P., a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated Nov. 15, 2004 and recorded or to be recorded simultaneously herewith at Book 11-516 Page 081, RMC Office for Charleston County, South Carolina.

The above described property is conveyed subject to applicable easements, covenants, conditions, restrictions, reservations and encumbrances of record, subject to matters shown on the within referenced plat(s) and subject to matters which a current correct survey or inspection of the premises would reveal, and subject to the following:

- (a) "Declaration of Covenants and Restrictions Grand [sic] Oaks Plantation" dated October 27, 1998 and recorded October 28, 1998 in Book P-313, Page 895, RMC Office for Charleston County, South Carolina; as amended and restated by instrument dated March 30, 2000 and recorded April 7, 2000 in Book M-345, Page 573, said RMC; as amended by instrument dated December 19, 2001 and recorded December 20, 2001 in Book T-391, Page 850, said RMC Office; as amended by instrument dated Nov. 15, 2004 and recorded or to be recorded simultaneously herewith in Book 7-516, Page 255, said RMC Office. 2004
- (b) Terms and provisions of "Declaration of Restrictive Covenants" from Bees Resources, L.P., as Declarant, dated Nov. 15, and recorded or to be recorded simultaneously herewith in Book 7-516 Page 245, RMC Office for Charleston County, South Carolina.

Re-Record

MD 516PG661

BK T523PG119

- (c) Terms and provisions of instrument creating the within easement, entitled in part "Connector Road Easement Agreement" by and between Bees Resources, L.P., a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated Nov. 15, 2004 and recorded or to be simultaneously herewith in Book U-516 Page 021, RMC Office for Charleston County, South Carolina.
- (d) Rights of Commissioners of Public Works of the City of Charleston, S.C. in and to existing water and sewer lines as located within the area designated as "General Utility Easement (10.890 Acres)" on survey by Forsberg Engineering and Surveying, Inc. dated November 2, 2004, revised November 9, 2004 and attached as an exhibit to the instruments more fully described at paragraphs (b) and (c) above.

The above described property is conveyed in "as is" condition and without any representation or warranty, express or implied, as to the physical condition of the property.

BEING a portion of the property conveyed to Grantor herein by deed of Bees Landing Limited Partnership dated March 23, 1994 and recorded April 21, 1994 in Book W-241, Page 403, RMC Office for Charleston County, South Carolina; and by confirmatory deed from Bees Landing Limited Partnership dated March 23, 1994 and recorded June 2, 1995 in Book Z-255, Page 451, said RMC Office.

ELECTRONICALLY FILED - 2025 Feb 18 2:06 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1002281

#2004-1339 11/15/04 blm

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Re: Bees Resources
BK T523PG120
AFFIDAVIT

BKD 516PG662
Date of Transfer of Title
Closing Date 11-15-2004

ELECTRONICALLY FILED - 2025 Feb 18 2:06 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1002281

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY BEES RESOURCES, L.P., a South Carolina limited partnership TO GRAND BEES DEVELOPMENT, LLC, a Florida limited liability company ON November 15, 2004.
3. Check one of the following: **The DEED is**
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (exemption #____) (Explanation, if required) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 4,141,518.00.
(b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
(a) \$4,141,518.00 the amount listed in item 4 above
(b) 0 the amount listed in item 5 above (no amount place zero)
(c) \$4,141,518.00 Subtract Line 6(b) from Line 6(a) and place the results.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
(a) _____ Mobile Home
(b) _____ Other
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN this 15 day of November, 2004.

William B. Baker (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-7-2009

SIGNED: [Signature]
Grantor, Grantee, or Attorney that prepared this form
H. Brown Hamlet
Type or Print Name here

NO 516PG663

RECORDER'S PAGE

This page Must remain with
the original document.



Recording

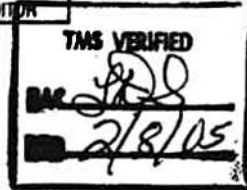
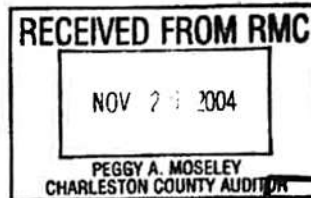
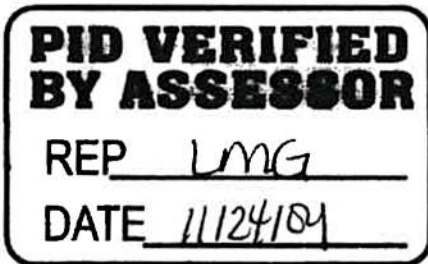
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County
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YOUNG CLEMENT RIVERS, LLP

Re-Record
FILED
T523-116
2005 JAN 26 PM 1:56
CHARLIL LYBRAND
REGISTER
CHARLESTON COUNTY SC

recording 11.00
Fee
State
Fee
County
Fee
Postage
TOTAL 11.00
A

FILED
D516-658
2004 NOV 16 PM 2:36
CHARLIL LYBRAND
REGISTER
CHARLESTON COUNTY SC





BP026615

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) CORRECTIVE LIMITED WARRANTY DEED

WHEREAS, by Limited Warranty Deed (the "Deed") dated November 15, 2004, originally recorded on November 16, 2004, in Book D516 at Page 658 and re-recorded to show the correct book and page references of the instruments referenced therein on January 26, 2005 in Book T523 at Page 116 in the RMC Office for Charleston County, South Carolina, **Bees Resources, LP**, a South Carolina limited partnership, ("Grantor") conveyed to **Grand Bees Development, LLC**, a Florida limited liability company, ("Grantee") approximately 310.669 acres as further described in the Deed and as shown on plats of record in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the parties have determined that, through inadvertence, the Deed incorrectly referenced that the conveyance was subject to the "Declaration of Covenants and Restrictions-Grand Oaks Plantation" (the "Declaration") dated October 27, 1998 and recorded October 28, 1998 in Book P313 at Page 895 in the RMC Office for Charleston County, South Carolina; as amended and restated by instrument dated March 30, 2000 and recorded April 7, 2000 in Book M345 at Page 573 in the RMC Office for Charleston County, South Carolina; as amended by instrument dated December 19, 2001 and recorded December 20, 2001 in Book T391 at Page 850 in the RMC Office for Charleston County, South Carolina; as amended by instrument dated November 15, 2004, and recorded November 16, 2004 in Book G516 at Page 255 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, Grantor is minded to execute and deliver the within Corrective Limited Warranty Deed to correct the error and convey to Grantee the property described further herein free and clear of the Declaration, as amended;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT BEES RESOURCES, LP, a South Carolina limited partnership, in the State aforesaid, for and in consideration of the premises and the sum of One and No/100 (\$1.00) Dollar to it in hand paid at and before the sealing of these Presents by GRAND BEES DEVELOPMENT, LLC, a Florida limited liability company, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said GRAND BEES DEVELOPMENT, LLC, a Florida limited liability company, the following described property, to wit:

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina and being shown and designated as "Tract D2 310.669 Acres Total 97.424 Acres Wetlands 213.245 Acres Highland" on a plat by Forsberg Engineering and Surveying, Inc. dated September 9, 2004 entitled in part "SUBDIVISION PLAT OF TRACT D BEES LANDING CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" and recorded October 25, 2004 in the RMC Office for Charleston County, South Carolina at Plat Book EH, Page 427, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

BUTTING AND BOUNDING according to said plat as follows: to the north and northwest on Lot 9A, property now or formerly of Coastal Desert Partners, LLC, Charleston County TMS # 301-00-00-330 and also on Ashley Gardens Blvd. 70' R/W and 50' R/W; to the northeast on property now or formerly of Beazer Homes, Corp. Charleston County TMS # 301-00-00-050; to the southeast on property now or formerly of Bees Resources, L.P., known or formerly known as Tract D1; to the south on property now or formerly of Henry Kuznik Charleston County TMS # 301-00-00-028; to the southeast on property now or formerly of the County of Charleston, Charleston County

1
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TMS # 301-00-00-026; and to the west and northwest on property now or formerly of Long Savannah Partners, LP, Charleston County TMS # 301-00-00-006.

TOGETHER with a roadway easement over Tract D1 as shown on said plat for the benefit of the above described Tract D2 as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004 and recorded on November 19, 2004, in Book U516 at Page 081 in the RMC Office for Charleston County, South Carolina.

SAVING, EXCEPTING and RESERVING to Grantor, its successors and assigns, a roadway easement over Tract D2 as shown on said plat for the benefit of Grantor's retained land shown as Tract D1 on the above referenced plat, as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004, and recorded November 19, 2004, in Book U516 at Page 081 in the RMC Office for Charleston County, South Carolina.

The above described property is conveyed subject to applicable easements, covenants, conditions, restrictions, reservations and encumbrances of record, subject to matters shown on the within referenced plat(s) and subject to matters which a current correct surveyor inspection of the premises would reveal, and subject to the following:

- (a) Terms and provisions of "Declaration of Restrictive Covenants" from Bees Resources, LP, as Declarant, dated November 15, 2004 and recorded on November 16, 2004, in Book G516 at Page 245 in the RMC Office for Charleston County, South Carolina.
- (b) Terms and provisions of instrument creating the within easement, entitled in part "Connector Road Easement Agreement" by and between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004, and recorded on November 19, 2004, in the RMC Office for Charleston County, South Carolina.
- (c) Rights of Commissioners of Public Works of the City of Charleston, South Carolina, in and to existing water and sewer lines as located within the area designated as "General Utility Easement (10.890 Acres)" on a survey by Forsberg Engineering and Surveying, Inc., dated November 2, 2004, revised November 9, 2004, and attached as an exhibit to the instruments more fully described at paragraphs (a) and (b) above.

The above described property is conveyed in "as is" condition and without any representation or warranty, express or implied, as to the physical condition of the property.

BEING a portion of the property conveyed to Grantor herein by deed of Bees Landing Limited Partnership dated March 23, 1994, and recorded April 21, 1994, in Book W241 at Page 403 in the RMC Office for Charleston County, South Carolina; and by confirmatory deed from Bees Landing Limited Partnership dated March 23, 1994, and recorded June 2, 1995, in Book Z-255 at Page 451 in the RMC Office for Charleston County, South Carolina.

TMS Number: 301-00-00-305 (portion of)

Address of Grantee: c/o The Stokes Companies

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FILED FOR RECORD IN THE CLERK OF COURT'S OFFICE ON 2012 JUL 25 PM 2:06 CHARLESTON - COMMON PLEAS - CASE#2023CP1002281

4315 Pablo Oaks Court, Suite 1
Jacksonville, FL 32224

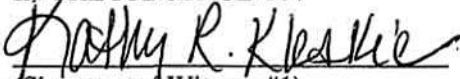
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

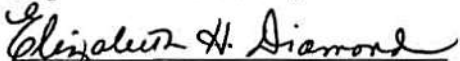
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, the Grantee's successors and assigns, forever.

AND, subject to matters contained herein, the said Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, the Grantee's successors and assigns, against Grantor and Grantor's successors and assigns lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, BEES RESOURCES, LP, a South Carolina limited partnership, has caused these presents to be executed in its name by its general partner thereunto duly authorized this ____ day of July, 2012.

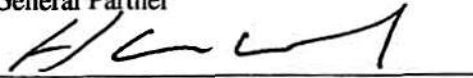
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


(Signature of Witness #1)


(Signature of Witness #2)

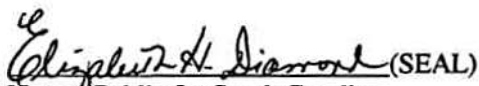
BEES RESOURCES, LP, a South Carolina
limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

By: 
H. Brown Hamrick
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by BEES RESOURCES, LP, a South Carolina limited partnership, by SEEB, Inc., its General Partner, by H. Brown Hamrick, its President, this 16th day of July, 2012.

 (SEAL)
Notary Public for South Carolina
My commission expires: 8/25/18

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: November 15, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property described in the foregoing deed, located in the City of Charleston, Charleston County, S.C., was transferred by Bees Resources, LP, a South Carolina limited partnership, to Grand Bees Development, LLC, a Florida limited liability company, on the 15th day of November, 2004.
3. Check one of the following: The DEED is
 - a) ☐ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
 - b) ☐ Subject to the deed recording fee for a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) ☒ EXEMPT from the deed recording fee because: This is a Corrective Limited Warranty Deed to correct the description of encumbrances described in a previous deed. The deed recording fee was paid prior to the previous recording of the transfer.
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a) ☐ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of :
 - b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - a) -0- the amount listed in item 4 above
 - b) -0- the amount listed in item 5 above (no amount place zero)
 - c) -0- Subtract line 6b from Line 6a and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
 - a) ☐ Mobile Home
 - b) ☐ Other
9. ☐ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased
CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn before me this 16th day of July, 2012.

Elizabeth H. Diarone (SEAL)
Notary Public for South Carolina
My Commission Expires: 8-25-18

Signed: _____

Grantor, Grantee, or Attorney that prepared this form

H. BROWN HAMMICK PRESIDENT
Print or Type Name here SEED, INC.

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

PRATT-THOMAS, & WALKER, P.A.

POST OFFICE DRAWER 22247
CHARLESTON SC 29413-2247

MAKER:

BEES RESOURCES

RECIPIENT:

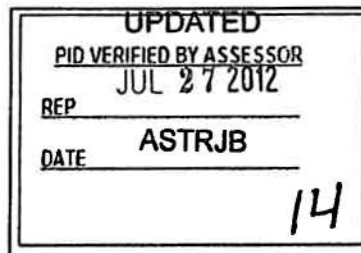
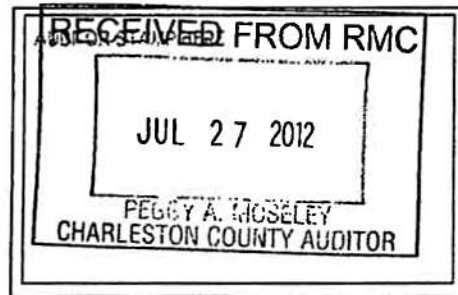
GRAND BEES DEV LLC

Original Book:

D516

Original Page:

658



301-00-00-035

RECORDED

Date: July 25, 2012

Time: 3:07:43 PM

Book	Page	DocType
0266	615	Corr/Con

Charlie Lybrand, Register
Charleston County, SC

of Pages: 5

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 10.00

DRAWER Drawer 4
CLERK LRR



0266

Book



615

Page



07/25/2012

Recorded Date



5

Pgs



D516

Original Book



658

Original Page



D

Doc Type



15:07:43

Recorded Time

227

BK X 512 P. 341

LONG SAVANNAH PARTNERS, LP
TMS 301-00-006

LOT 9A
COASTAL DESERT PARTNERS, LLC
TMS 301-00-00-330

LOT 12
BEES RESOURCES, LP
TMS 301-00-00-035

THE COUNTY OF CHARLESTON
TMS 301-00-00-026

HENRY KUZNIK
TMS 301-00-00-036

HENRY KUZNIK
TMS 301-00-00-038

BEAZER HOMES, CORP
TMS 301-00-00-050

LOT 2
BEES RESOURCES, L.P.
TMS 301-00-00-048

BEES FERRY ROAD S-10-57 66' R/W

TRACT D2
310.669 ACRES TOTAL
87.424 ACRES WETLANDS
213.245 ACRES HIGHLAND

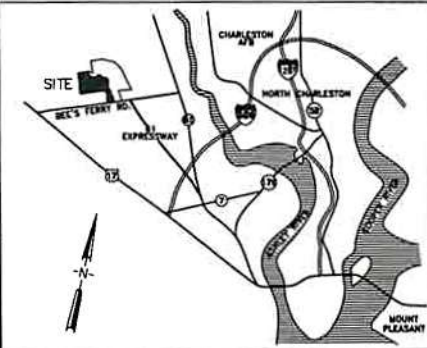
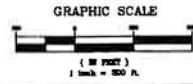
TRACT D1
43.242 ACRES TOTAL
18.307 ACRES WETLANDS
24.935 ACRES HIGHLAND

APPROVED PLAT
DATE: 12/2/04
BY: [Signature]
ENGINEERING DIVISION
CITY OF CHARLESTON

LINE	LENGTH	BEARING
1	108.10	S 88° 11' 10" E
2	208.13	S 88° 11' 10" E
3	213.00	S 88° 11' 10" E
4	108.10	S 88° 11' 10" E
5	213.00	S 88° 11' 10" E
6	208.13	S 88° 11' 10" E
7	108.10	S 88° 11' 10" E
8	213.00	S 88° 11' 10" E
9	208.13	S 88° 11' 10" E
10	108.10	S 88° 11' 10" E
11	213.00	S 88° 11' 10" E
12	208.13	S 88° 11' 10" E
13	108.10	S 88° 11' 10" E
14	213.00	S 88° 11' 10" E
15	208.13	S 88° 11' 10" E
16	108.10	S 88° 11' 10" E
17	213.00	S 88° 11' 10" E
18	208.13	S 88° 11' 10" E
19	108.10	S 88° 11' 10" E
20	213.00	S 88° 11' 10" E

CURVE	LENGTH	RADIUS	ANGLE	CHORD	CHORD BEARS	DELTA
1	108.10	213.00	11.11	208.13	108.10	11.11
2	208.13	213.00	11.11	108.10	208.13	11.11
3	213.00	213.00	11.11	108.10	213.00	11.11
4	108.10	213.00	11.11	208.13	108.10	11.11

LEGEND:
BY - NON PERM FOUND
CMP - CONCRETE MONUMENT FOUND
GMP - GRANITE MONUMENT FOUND
RMP - RAILROAD MARK FOUND
--- WETLANDS



LOCATION MAP
NOT TO SCALE

- NOTES:
- 1) THE PROPERTY IS OWNED BY BEES RESOURCES, L.P.
 - 2) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 480419 0225-D DATED JULY 15, 1998 (INDEX DATED 6/7/93) THIS PROPERTY APPEARS TO BE IN ZONES X AND C WHICH ARE NOT SPECIAL FLOOD HAZARD ZONES.
 - 3) TMS NO. 301-00-00-035.
 - 4) REFERENCES THE FOLLOWING PLATS RECORDED AT THE CHARLESTON COUNTY REC. OFFICE:
a. ALBERT H. GALT, JR. APRIL 1987 184-181
b. JEFFREY S. COOPER, SEPTEMBER 1, 1988 182-345 & 346
c. ANDREW C. OLLETTE, JANUARY 18, 2001 182-345
d. ANDREW C. OLLETTE, JUNE 18, 2001 182-345
e. JAMES L. FORBES, JUNE 25, 2001 182-345
f. JAMES L. FORBES, MARCH 25, 2001 182-345
g. RICHARD A. ALDRIDGE, DECEMBER 10, 2003 182-345
h. RICHARD A. ALDRIDGE, JULY 11, 2003 182-345
i. RICHARD A. ALDRIDGE, MAY 20, 2004 182-345
j. RICHARD A. ALDRIDGE, APRIL 15, 2004 182-345 & 346
k. JEFFREY S. COOPER, SEPTEMBER 1, 2004 182-345
5) THE WETLANDS SHOWN ON THE PROPERTY ARE BASED UPON A SURVEY BY FORBES ENGINEERING & SURVEYING, INC. DATED AUGUST 25, 2003 (INDEXED & FILED) ENTITLED "WETLAND AND BEES LANDING, BEES FERRY ROAD, AND APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS PER REFERENCE NUMBER 182-345-100000 EXTENDED UNTIL JANUARY 10, 2004. NOTE THAT THE BEASONS ON THIS PLAT ARE STATE PLANE, THE DISTANCES AND ACRES ARE THE SAME.
 - 6) ALL CORNERS ARE MARKED WITH A 5/8" REBAR SET UNLESS OTHERWISE NOTED.
 - 7) WATER AND SEWER ARE PROVIDED BY THE CHARLESTON COMMISSIONERS OF PUBLIC WORKS.
 - 8) THE TOTAL AREA = 355.913 ACRES INCLUDING 118.731 ACRES OF WETLANDS AND 241.182 ACRES OF HIGHLAND.

FORBES ENGINEERING AND SURVEYING, INC.



STATE OF SOUTH CAROLINA
J. S. COOPER
182-345

SUBDIVISION PLAT OF
TRACT D
BEES LANDING

CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA



DATE: SEPTEMBER 6, 2004

DRAWN/CHECKED: JSC/DCF

LAST REVISED: OCTOBER 12, 2004

APPROVED: JSC

SCALE: 1" = 300'

PROJECT NO. 1171-1

SHEET NUMBER

1

OF 1

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

JEFFREY STEVEN COOPER, R.L.S. No. 17518

IF SHEET IS LESS THAN 24" X 36" IT IS A REDUCED PRINT, SCALE REDUCED ACCORDINGLY

ELECTRONICALLY FILED - 10/25/04 10:20 AM - CHARLESTON - COMMON PLATS - CAD/RECORDS/2004



BP0266615

EXHIBIT

E

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

CORRECTIVE LIMITED WARRANTY DEED

WHEREAS, by Limited Warranty Deed (the "Deed") dated November 15, 2004, originally recorded on November 16, 2004, in Book D516 at Page 658 and re-recorded to show the correct book and page references of the instruments referenced therein on January 26, 2005 in Book T523 at Page 116 in the RMC Office for Charleston County, South Carolina, **Bees Resources, LP**, a South Carolina limited partnership, ("Grantor") conveyed to **Grand Bees Development, LLC**, a Florida limited liability company, ("Grantee") approximately 310.669 acres as further described in the Deed and as shown on plats of record in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the parties have determined that, through inadvertence, the Deed incorrectly referenced that the conveyance was subject to the "Declaration of Covenants and Restrictions-Grand Oaks Plantation" (the "Declaration") dated October 27, 1998 and recorded October 28, 1998 in Book P313 at Page 895 in the RMC Office for Charleston County, South Carolina; as amended and restated by instrument dated March 30, 2000 and recorded April 7, 2000 in Book M345 at Page 573 in the RMC Office for Charleston County, South Carolina; as amended by instrument dated December 19, 2001 and recorded December 20, 2001 in Book T391 at Page 850 in the RMC Office for Charleston County, South Carolina; as amended by instrument dated November 15, 2004, and recorded November 16, 2004 in Book G516 at Page 255 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, Grantor is minded to execute and deliver the within Corrective Limited Warranty Deed to correct the error and convey to Grantee the property described further herein free and clear of the Declaration, as amended;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT **BEES RESOURCES, LP**, a South Carolina limited partnership, in the State aforesaid, for and in consideration of the premises and the sum of One and No/100 (\$1.00) Dollar to it in hand paid at and before the sealing of these Presents by **GRAND BEES DEVELOPMENT, LLC**, a Florida limited liability company, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said **GRAND BEES DEVELOPMENT, LLC**, a Florida limited liability company, the following described property, to wit:

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina and being shown and designated as "Tract D2 310.669 Acres Total 97.424 Acres Wetlands 213.245 Acres Highland" on a plat by Forsberg Engineering and Surveying, Inc. dated September 9, 2004 entitled in part "SUBDIVISION PLAT OF TRACT D BEES LANDING CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" and recorded October 25, 2004 in the RMC Office for Charleston County, South Carolina at Plat Book EH, Page 427, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

BUTTING AND BOUNDING according to said plat as follows: to the north and northwest on Lot 9A, property now or formerly of Coastal Desert Partners, LLC, Charleston County TMS # 301-00-00-330 and also on Ashley Gardens Blvd. 70' R/W and 50' R/W; to the northeast on property now or formerly of Beazer Homes, Corp. Charleston County TMS # 301-00-00-050; to the southeast on property now or formerly of Bees Resources, L.P., known or formerly known as Tract D1; to the south on property now or formerly of Henry Kuznik Charleston County TMS # 301-00-00-028; to the southeast on property now or formerly of the County of Charleston, Charleston County

TMS # 301-00-00-026; and to the west and northwest on property now or formerly of Long Savannah Partners, LP, Charleston County TMS # 301-00-00-006.

TOGETHER with a roadway easement over Tract D1 as shown on said plat for the benefit of the above described Tract D2 as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004 and recorded on November 19, 2004, in Book U516 at Page 081 in the RMC Office for Charleston County, South Carolina.

SAVING, EXCEPTING and RESERVING to Grantor, its successors and assigns, a roadway easement over Tract D2 as shown on said plat for the benefit of Grantor's retained land shown as Tract D1 on the above referenced plat, as more fully set forth in, and subject to the provisions of, that certain "Connector Road Easement Agreement" between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004, and recorded November 19, 2004, in Book U516 at Page 081 in the RMC Office for Charleston County, South Carolina.

The above described property is conveyed subject to applicable easements, covenants, conditions, restrictions, reservations and encumbrances of record, subject to matters shown on the within referenced plat(s) and subject to matters which a current correct surveyor inspection of the premises would reveal, and subject to the following:

(a) Terms and provisions of "Declaration of Restrictive Covenants" from Bees Resources, LP, as Declarant, dated November 15, 2004 and recorded on November 16, 2004, in Book G516 at Page 245 in the RMC Office for Charleston County, South Carolina.

(b) Terms and provisions of instrument creating the within easement, entitled in part "Connector Road Easement Agreement" by and between Bees Resources, LP, a South Carolina limited partnership, and Grand Bees Development, LLC, a Florida limited liability company, dated November 15, 2004, and recorded on November 19, 2004, in the RMC Office for Charleston County, South Carolina.

(c) Rights of Commissioners of Public Works of the City of Charleston, South Carolina, in and to existing water and sewer lines as located within the area designated as "General Utility Easement (10.890 Acres)" on a survey by Forsberg Engineering and Surveying, Inc., dated November 2, 2004, revised November 9, 2004, and attached as an exhibit to the instruments more fully described at paragraphs (a) and (b) above.

The above described property is conveyed in "as is" condition and without any representation or warranty, express or implied, as to the physical condition of the property.

BEING a portion of the property conveyed to Grantor herein by deed of Bees Landing Limited Partnership dated March 23, 1994, and recorded April 21, 1994, in Book W241 at Page 403 in the RMC Office for Charleston County, South Carolina; and by confirmatory deed from Bees Landing Limited Partnership dated March 23, 1994, and recorded June 2, 1995, in Book Z-255 at Page 451 in the RMC Office for Charleston County, South Carolina.

TMS Number: 301-00-00-305 (portion of)

Address of Grantee: c/o The Stokes Companies

230

4315 Pablo Oaks Court, Suite 1
Jacksonville, FL 32224

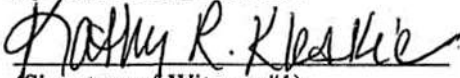
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

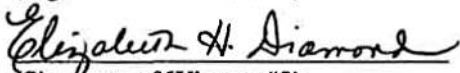
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, the Grantee's successors and assigns, forever.

AND, subject to matters contained herein, the said Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, the Grantee's successors and assigns, against Grantor and Grantor's successors and assigns lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, BEES RESOURCES, LP, a South Carolina limited partnership, has caused these presents to be executed in its name by its general partner thereunto duly authorized this ____ day of July, 2012.

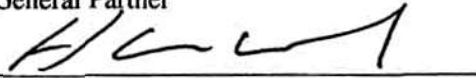
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


(Signature of Witness #1)


(Signature of Witness #2)

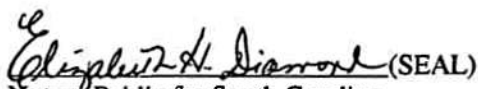
BEES RESOURCES, LP, a South Carolina
limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

By: 
H. Brown Hamrick
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by BEES RESOURCES, LP, a South Carolina limited partnership, by SEEB, Inc., its General Partner, by H. Brown Hamrick, its President, this 16th day of July, 2012.

 (SEAL)
Notary Public for South Carolina
My commission expires: 8/25/18

231
3

ELECTRONICALLY FILED 3:2025 Feb 18 2:06 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1002281

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: November 15, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property described in the foregoing deed, located in the City of Charleston, Charleston County, S.C., was transferred by Bees Resources, LP, a South Carolina limited partnership, to Grand Bees Development, LLC, a Florida limited liability company, on the 15th day of November, 2004.
3. Check one of the following: The DEED is
 - a) ☐ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money=s worth.
 - b) ☐ Subject to the deed recording fee for a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) ☒ EXEMPT from the deed recording fee because: This is a Corrective Limited Warranty Deed to correct the description of encumbrances described in a previous deed. The deed recording fee was paid prior to the previous recording of the transfer.
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a) ☐ The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of :
 - b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - a) -0- the amount listed in item 4 above
 - b) -0- the amount listed in item 5 above (no amount place zero)
 - c) -0- Subtract line 6b from Line 6a and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. Check if Property other than Real Property is being transferred on this Deed.
 - a) ☐ Mobile Home
 - b) ☐ Other
9. ☐ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased
CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn before me this 16th day of July, 2012.

Elizabeth H. Dianora (SEAL)
Notary Public for South Carolina
My Commission Expires: 8-25-18

Signed: _____

Grantor, Grantee, or Attorney that prepared this form H. BROWN HANDLER SEED, INC.
Print or Type Name here

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

PRATT-THOMAS, & WALKER, P.A.

POST OFFICE DRAWER 22247
CHARLESTON SC 29413-2247

MAKER:

BEES RESOURCES

RECIPIENT:

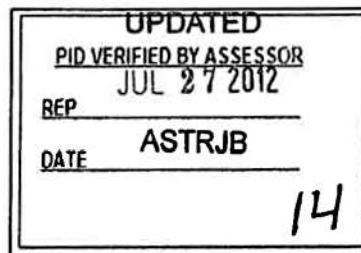
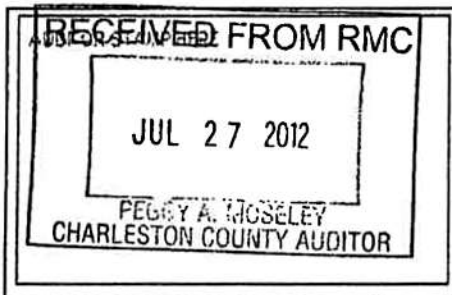
GRAND BEES DEV LLC

Original Book:

D516

Original Page:

658



301-00-00-035

RECORDED

Date: July 25, 2012

Time: 3:07:43 PM

Book	Page	DocType
0266	615	Corr/Con

Charlie Lybrand, Register
Charleston County, SC

of Pages: 5

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 10.00

DRAWER Drawer 4
CLERK LRR



0266

Book



615

Page



07/25/2012

Recorded Date



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Original Book



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233



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4

EXHIBIT

F

STATE OF SOUTH CAROLINA) **THIRD AMENDMENT TO DECLARATION OF COVENANTS,**
COUNTY OF CHARLESTON) **CONDITIONS AND RESTRICTIONS FOR PROXIMITY**
) **NEIGHBORHOODS MASTER ASSOCIATION, INC.**

THIS THIRD AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Proximity Neighborhoods Master Association, Inc. ("Amendment") is made by LENNAR CAROLINAS, a Delaware limited liability company, successor by merger to CalAtlantic Group, Inc., a Delaware corporation, ("Declarant") this 10 day of May, 2020.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Proximity Neighborhoods Master Association, Inc. was recorded in the Register's Office for Charleston County, South Carolina on November 10, 2014, in Book 0439, at Page 959 ("Declaration"); and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Proximity Neighborhoods Master Association, Inc. was recorded in the Register's Office for Charleston County, South Carolina on July 30, 2018, in Book 0736, at Page 423 ("First Amendment"); and

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Proximity Neighborhoods Master Association, Inc. was recorded in the Register's Office for Charleston County, South Carolina on March 4, 2019, in Book 0780, at Page 777 ("Second Amendment"); and

WHEREAS, Declarant is the successor by Merger to CalAtlantic Group, Inc.; and

WHEREAS, Section 15.1 B of the Declaration provides, in relevant part, that so long as Declarant owns a portion of the Property, Declarant may unilaterally amend the Declaration for any purpose; and

WHEREAS, Declarant desires to amend the Declaration in the following respects, to-wit:

DELETE current Section 8.12 of the Declaration entitled "Working Capital Contribution" and substitute the following, to-wit:

8.12 Working Capital Contribution. Each Purchaser of a Residential Unit shall be required to pay a non-refundable capital contribution to the Association in an amount equal to .25% of the sale price of such Residential Unit. Such non-refundable capital contribution shall be collected from the Purchaser at closing by the closing attorney and promptly paid to the Association. In the event such non-refundable capital contribution is not paid as required, such non-refundable capital contribution shall constitute a lien on the Residential Unit and Association shall have the right to collect same, together with reasonable attorney fees and costs, in the same manner as a delinquent assessment in accordance with the provisions of Section 8 of the Declaration.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration, as it may be amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has set its hand and seal this 10 ^{August (CB)} day of ~~May~~, 2020.

DECLARANT

LENNAR CAROLINAS, LLC, a
Delaware limited liability company

WITNESSES:

Lindsay dual
(Signature)

By:

(Signature)
Gabe Ebner
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named LENNAR CAROLINAS, LLC, a Delaware limited liability company, by Gabe Ebner, its Vice President, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10
day of ~~May~~, 2020.

August (CB)
Cassidy J Bozzelli
Notary Public for South Carolina
My Commission Expires: 10/28/24



IN WITNESS WHEREOF, Proximity Neighborhoods Master Association, Inc., by and through its President, Keri Roscoe, has executed this Third Amendment as of the day and year notarized below evincing proper and current adoption of this Amendment (as/if required).

ASSOCIATION

WITNESSES:

PROXIMITY NEIGHBORHOODS MASTER
ASSOCIATION, INC., a South Carolina nonprofit
Corporation

Lindsay Dural
[Signature]

By:

Keri Roscoe
Keri Roscoe
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Proximity Neighborhoods Master Association, Inc., a South Carolina nonprofit corporation, by Keri Roscoe, its President, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10
day of May, 2020.

August 28
Cassidy J Bozzelli
Notary Public for South Carolina
My Commission Expires: 10/28/24



Lindsay Dural

RECORDER'S PAGE

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Filed By:

CISA & DODDS
858 LOWCOUNTRY BLVD.
SUITE 101
MT. PLEASANT SC 29464 (COURIER)

RECORDED

Date: August 15, 2020

Time: 9:38:57 AM

Book

Page

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122

Amend/Misc

Michael Miller, Register
Charleston County, SC

MAKER:

LENNAR CAROLINAS ETC

of Sats:

of Pages: 4

of References:

RECIPIENT:

N/A

Note:

Recording Fee \$ 25.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Original Book:

0439

Original Page:

959

TOTAL \$ 25.00

DRAWER Drawer 6

CLERK BLH



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08/15/2020

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**SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PROXIMITY NEIGHBORHOODS
MASTER ASSOCIATION, INC. RELINQUISHING DECLARANT'S RIGHTS**

WITNESSETH:

238

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and its amendments, and the Bylaws.

3. Declarant hereby:

- a. Turns over its rights pursuant to the Declaration;
- b. Acknowledges and states it no longer owns any real property, Declarant Property, Developers' Property, and Ryland Property, or any additional property which is subject to the Governing Documents;
- c. Relinquishes its rights to submit and/or subject any real property or additional property to the Governing Documents;
- d. Forfeits its Class B Membership, if any; and
- e. Relinquishes any rights to exercise architectural review under the Declaration; and
- f. Relinquishes any rights to appoint or designate any director for the Board of Directors and any members to the Design Review Board.

Remainder of Page Intentionally Left Blank

Signatures to Follow on Next Page

WITNESS the Hand and Seal of the undersigned effective as of the date first above written.

WITNESSES:

LENNAR CAROLINAS, LLC,
a Declaration limited liability company



By: Amy Dooly
Amy Dooly
(Print)
VP Marketing
(Title)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that
LENNAR CAROLINAS, LLC, a Delaware limited liability company, by AMY DOOLEY, its
V.P., sign, seal, and deliver the within in written instrument, and that (s)he, with
the other witness subscribed above, witnesses the execution thereof.

Sworn to and subscribed before me
this 11th day of OCT, 2023.



Notary Public for South Carolina

My Commission Expires: 8/22/2033

(SEAL)



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Filed By:

CARLOCK, COPELAND & STAIR, LP
40 CALHOUN STREET STE 400
CHARLESTON, SC 29401
CALL FOR P/U 843-727-0307

RECORDED

Date: January 3, 2024

Time: 3:10:53 PM

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264

Supp/Rest/Covs

Karen Hollings, Register of Deeds
Charleston County, SC

MAKER:

LENNAR CAROLINAS LLC

of Sats:

of Pages: 4

of References:

Note:

RECIPIENT:

NA

Recording Fee \$ 25.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Original Book:

0439

Original Page:

959

TOTAL \$ 25.00

DRAWER Drawer 8

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CURVE TABLE					
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CA19	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA20	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
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CA22	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
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CA33	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA34	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA35	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA36	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA37	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA38	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA39	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA40	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA41	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA42	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA43	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA44	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA45	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA46	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA47	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA48	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA49	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA50	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA51	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA52	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA53	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA54	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA55	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA56	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA57	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA58	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA59	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA60	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA61	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA62	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA63	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA64	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA65	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA66	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA67	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA68	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA69	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA70	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA71	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA72	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA73	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA74	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA75	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA76	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA77	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA78	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA79	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA80	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA81	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA82	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA83	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA84	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA85	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA86	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA87	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA88	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA89	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA90	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA91	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA92	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA93	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA94	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA95	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA96	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA97	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA98	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA99	401.35	172°51'11"	14.43	18.49	S 64°13'11" E
CA100	401.35	172°51'11"	14.43	18.49	S 64°13'11" E

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY COUNCIL OF CHARLESTON, I HEREBY DEDICATE ALL ROADS, ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

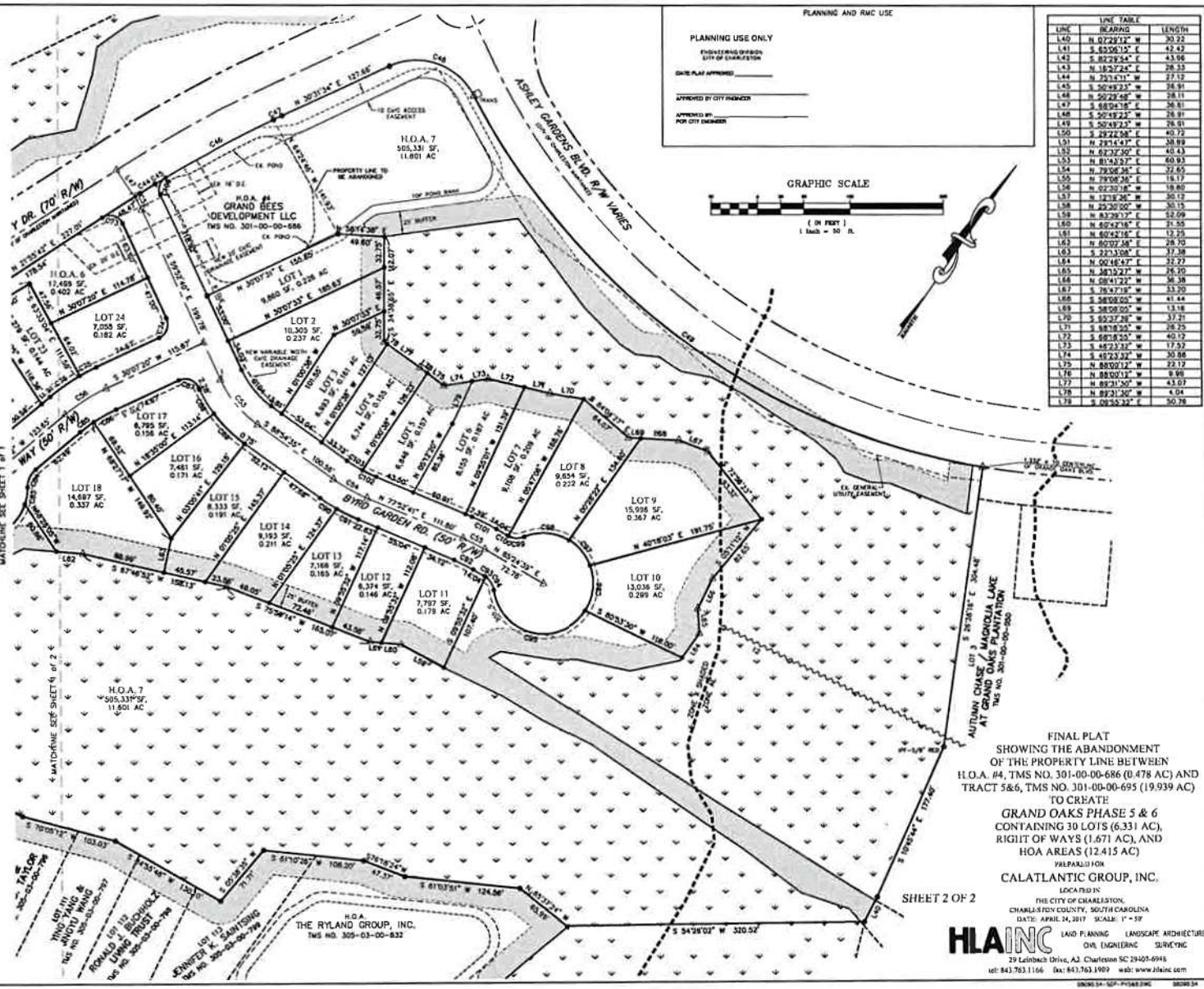
OWNER/REPRESENTATIVE:
CALATLANTIC GROUP, INC.



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

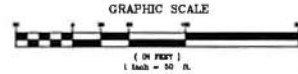
1st SUBMITTAL

RICHARD D. LACEY SCPLS 16120



PLANNING USE ONLY
FORWARDING TO: CITY OF CHARLESTON
DATE: 04/24/2017
APPROVED BY: CITY ENGINEER
FOR CITY ENGINEER

PLANNING AND RMC USE



LINE	BEARING	LENGTH
L40	N 81°22'42" E	20.22
L41	S 83°02'15" E	42.42
L42	S 83°28'54" E	43.96
L43	N 16°24'24" E	28.33
L44	S 75°13'11" W	77.17
L45	S 50°49'23" W	26.61
L46	S 50°28'48" W	28.11
L47	S 68°04'18" E	26.81
L48	S 50°49'23" W	26.61
L49	S 50°49'23" W	26.61
L50	S 89°24'58" E	40.72
L51	N 81°53'57" E	60.93
L52	N 81°53'57" E	60.93
L53	N 81°53'57" E	60.93
L54	N 79°06'36" E	22.67
L55	N 79°06'36" E	22.67
L56	N 52°30'18" W	18.80
L57	N 12°18'26" W	20.15
L58	N 80°20'00" W	20.15
L59	N 83°38'17" E	12.09
L60	N 80°24'18" E	21.55
L61	N 80°24'18" E	21.55
L62	N 80°24'18" E	21.55
L63	S 22°13'08" E	37.38
L64	N 00°46'47" E	22.27
L65	N 80°15'27" E	26.00
L66	N 08°41'22" W	36.38
L67	S 28°47'18" W	33.20
L68	S 28°47'18" W	33.20
L69	S 28°47'18" W	33.20
L70	S 55°27'38" W	37.21
L71	S 55°27'38" W	37.21
L72	S 55°27'38" W	37.21
L73	S 55°27'38" W	37.21
L74	S 55°27'38" W	37.21
L75	S 55°27'38" W	37.21
L76	N 80°00'18" E	11.44
L77	N 80°00'18" E	11.44
L78	N 80°00'18" E	11.44
L79	S 89°33'32" E	50.78

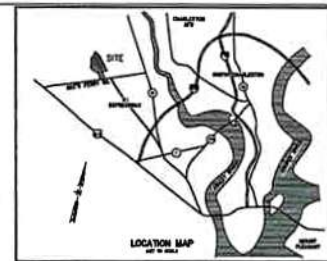
FINAL PLAT
SHOWING THE ABANDONMENT
OF THE PROPERTY LINE BETWEEN
H.O.A. #4, TMS NO. 301-00-00-686 (0.478 AC) AND
TRACT 5&6, TMS NO. 301-00-00-695 (19.939 AC)
TO CREATE
GRAND OAKS PHASE 5 & 6
CONTAINING 30 LOTS (6.331 AC),
RIGHT OF WAYS (1.671 AC), AND
HOA AREAS (12.415 AC)
PREPARED FOR
CALATLANTIC GROUP, INC.
LOCATED IN
THE CITY OF CHARLESTON,
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: APRIL 24, 2017 SCALE: 1" = 50'
HLA INC LAND PLANNING LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING SURVEYING
29 Leinbach Drive, A3 Charleston SC 29405-6949
tel: 843.763.1166 fax: 843.763.1909 web: www.hla-inc.com

SHEET 2 OF 2

UJ 3116575

NOTES

- 1) THE PROPERTY IS OWNED BY BEES RESOURCES, LP
- 2) ACCORDING TO FLOOD INSURANCE RATE MAP 45413 0225 D DATED JULY 18 1986 THIS PROPERTY APPEARS TO BE IN ZONES B AND C
- 3) REFERENCE PLAT BY DAVID C. GAGNE DATED NOVEMBER 7 1989 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN PLAT BOOK 80 PAGE 83
- 4) REFERENCE PLAT BY ALBERT HEATLEY JR DATED APRIL 1987 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN PLAT BOOK 84 PAGE 181
- 5) REFERENCE PLAT BY JEFFREY S. COOPER DATED MARCH 13 1989 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN PLAT BOOK 84 PAGE 585
- 6) REFERENCE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION HIGHWAY DOCKET NO. 10 1954
- 7) THIS 301-00-00 PARCELS 31 AND 33
- 8) TRACT D AND THE REMAINDER OF TRACTS B & D-1 MORE NOT SURVEYED AT THIS TIME
- 9) THE TOTAL AREA TO BE SUBDIVIDED = 139.908 ACRES (8 080.366 SF)
- 10) ALL CORNERS ARE MARKED WITH A 5/8" IRON SET UNLESS OTHERWISE NOTED



WITNESSED AND LEGALLY
Office of Register Means Conveyance
This document is a true and correct copy of the original as filed in the Office of Register Means Conveyance
Charleston, S.C.
August 28, 1998
Shirley L. Goff
Register Means Conveyance

NOTE
WETLANDS SHOWN TAKEN FROM A PLAT ENTITLED "WETLAND MAP OF A 556.875 ACRE TRACT LOCATED ON BEES FERRY ROAD BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED OCTOBER 30 1997 AND SIGNED BY JAMES KELLY DAVIS RLS ON NOVEMBER 5 1997 THE ACCURACY OF WHICH WAS DETERMINED BY THE CHARLESTON DISTRICT OF THE ARMY CORPS OF ENGINEERS FILE REFERENCE NO. SAC-81-97-1742(V)

EXHIBIT
1

SUBDIVISION PLAT
OF LOTS 1 - 4,
A NEW PRIVATE ROAD,
A NEW PUMP STATION LOT,
AND A NEW CPW UTILITY EASEMENT
LOCATED ON
BEES FERRY ROAD
CITY OF CHARLESTON
CHARLESTON COUNTY, S.C.
SCALE 1" = 400' AUGUST 28, 1998
SHEET 1 OF 2

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN
J. JEFFREY S. COOPER R.L.S. No. 18316



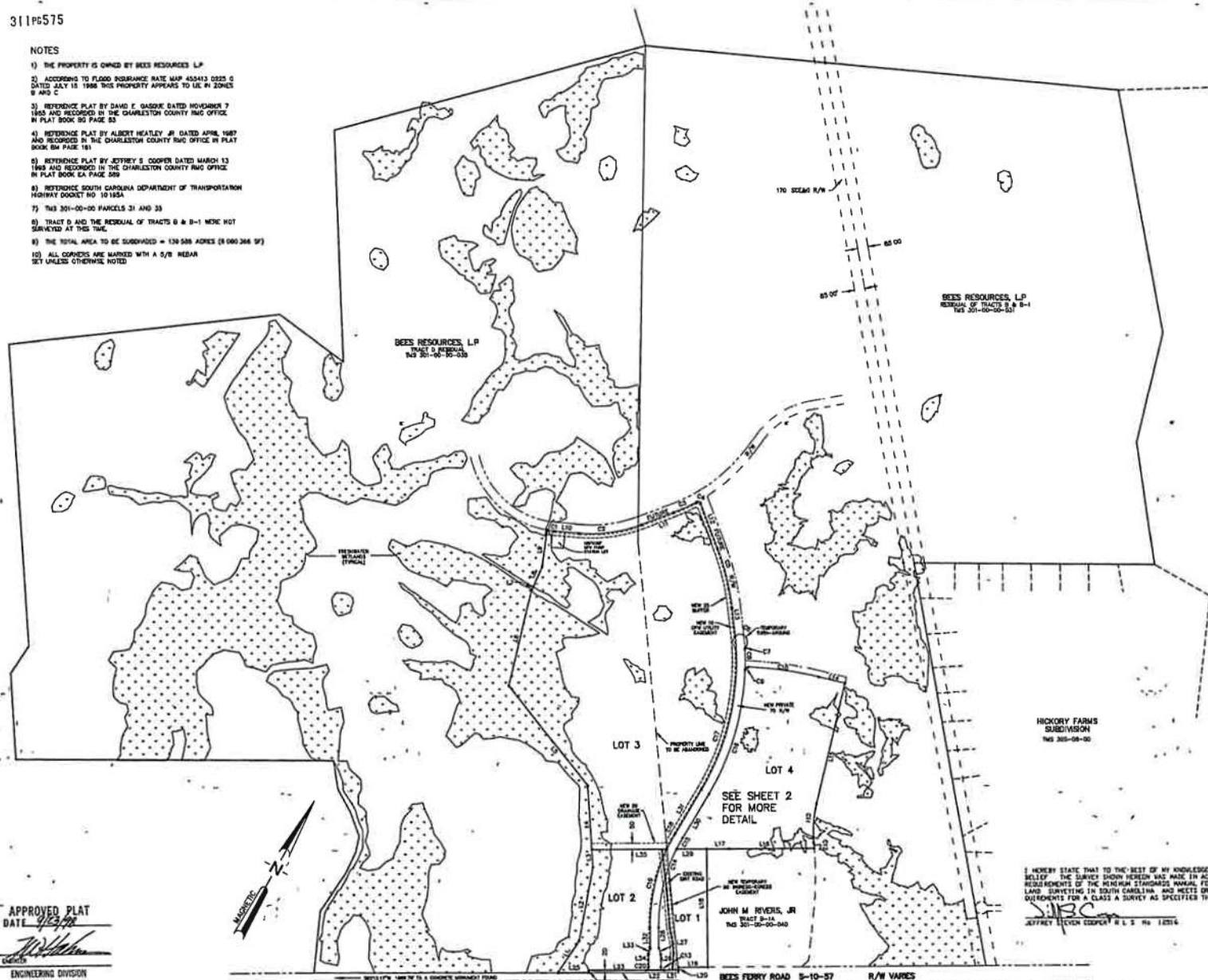
FORSBERG ENGINEERING
& SURVEYING, INC.
P.O. BOX 30573
CHARLESTON, SOUTH CAROLINA 29417
803/771-2832 FAX 803/771-8790



APPROVED PLAT
DATE 8/28/98
[Signature]
CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON



244



WETLANDS SHOWN TAKEN FROM A PLAT ENTITLED
"WETLAND MAP OF A 556.875 ACRE TRACT LOCATED
ON BEES FERRY ROAD" BY FORSBERG ENGINEERING AND
SURVEYING, INC. DATED OCTOBER 30, 1997 AND SIGNED BY
JAMES KELLY DAVIS, RLS, ON NOVEMBER 5, 1997. THE
ACCURACY OF WHICH WAS DETERMINED BY THE CHARLESTON
DISTRICT OF THE ARMY CORPS OF ENGINEERS FILE
REFERENCE NO. SAC-81-97-1742(V)

Charleston, South Carolina
Office of Register-Meek Conveyance
Plat recorded this 28th day of March, 2000 is
§ 17 a block in Plat Book 10, Page 887, and tracing chain
begin filed in File 7, Drawer --- Folder 22, Drawing No. 8.
Original plat is White, Paper delivered to Ferguson Real Estate
A Surveys Inc.

Regularly Meets Committee

HPH PROPERTIES LC
TMS 301-00-00-043

EXHIBIT

C. R. HIPPI, SR.
TMS 301-00-00-033

CHUR	MASSIS	LENNIS	TANIGUCHI	CHEN20	CHEN10	BRUNO	DELVA
C1	410.80	83.03	33.56	34.89	34.89	34.89	34.89
C2	410.80	83.03	33.56	34.89	34.89	34.89	34.89
C3	409.27	83.17	32.07	30.07	30.07	30.07	30.07
C4	358.68	81.81	31.71	22.82	22.82	22.82	22.82
C5	358.68	81.81	31.71	22.82	22.82	22.82	22.82
C6	310.44	83.38	18.28	36.36	36.36	36.36	36.36
C7	310.44	83.38	18.28	36.36	36.36	36.36	36.36
C8	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C9	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C10	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C11	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C12	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C13	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C14	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C15	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C16	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C17	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C18	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C19	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C20	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C21	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C22	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C23	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C24	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C25	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C26	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C27	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C28	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C29	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C30	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C31	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C32	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C33	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C34	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C35	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C36	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C37	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C38	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C39	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C40	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C41	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C42	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C43	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C44	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C45	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C46	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C47	310.04	83.38	18.28	36.36	36.36	36.36	36.36
C48	310.04	83.38	18.28	36.36	36.36	36.36	36.36

DUNWOODY
AT
ADOWMOSS PLANTATION
PHASE 2
TMS 338-02-00

LEGEND:

RF - REBAR FOUND
PF - IRON PIPE FOUND

SHADOWMOSS, INC.
TMS 358-00-00-027

ENGINEERING DIVISION CITY OF CHARLESTON
DATE PLAT APPROVED: 3-22-00

CITY ENGINEER
APPROVED BY: *[Signature]*
FOR CITY ENGINEER

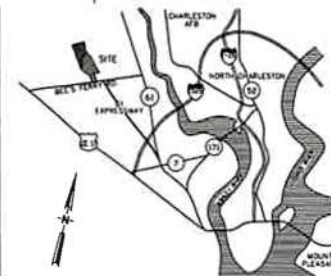
SPECIAL NOTES:

- 1.) NO BUILDING CERTIFICATES OF OCCUPANCY WILL BE GRANTED ON LOTS 5, 6, 7 & 8 UNTIL ROAD ACCESS IS CONSTRUCTED AND APPROVED BY THE CITY OF CHARLESTON
- 2.) THE TEMPORARY GRADE EASEMENTS SHOWN HEREON MAY BE ELIMINATED DURING THE DESIGN OF SUBDIVISION LOTS WITHIN LOTS 5, 6, 7 & 8.
- 3.) THIS PLAN APPROVED BY CITY OF CHARLESTON PLANNING AND ZONING COMMISSION ON MARCH 15, 2009
- 4.) THE PRIVATE ROAD RIGHTS OF WAY SHOWN HEREON ARE COVERED UNDER ROAD EASEMENT AGREEMENT BETWEEN BEES RESOURCES, L.P., BEAZER HOMES CORP. AND SENNA AT GRAND OAKS, LLC.

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

Samuel C. Fournier 3/24/00

DANIEL C. FORSBERG, P.E., R. 12 No. 8404



LOCATION MAP
NOT TO SCALE

NOTES:

- 1) THE PROPERTY IS OWNED BY BEES RESOURCES, L.P.
DATED JULY 15, 1986 THIS PROPERTY APPEARS TO BE IN ZONES
B AND C.
- 2) REFERENCE PLAT BY DAVID E. GASQUE DATED NOVEMBER 7,
1985 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE
IN PLAT BOOK BG PAGE 65.
- 4) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED AUGUST 13, 1986
AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT
BOOK BU PAGE 17.
- 5) REFERENCE PLAT BY F. STEPHEN JOHNSON, DATED JANUARY 9, 1989
AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT
BOOK BU PAGE 73.
- 6) REFERENCE PLAT BY JEFFREY S. COOPER, DATED DECEMBER 16, 1993
AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT
BOOK OF PAGE 1.
- 7) REFERENCE PLAT BY ALBERT HEATLEY, JR. DATED APRIL 1987
RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT
BOOK BM PAGE 161.
- 8) REFERENCE PLAT BY JEFFREY S. COOPER DATED MARCH 13,
1989 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE
IN PLAT BOOK EA PAGE 569.
- 9) REFERENCE PLAT BY PENOLIA VAN BUREN DATED JUNE 18,
1988 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE
IN PLAT BOOK EC, PAGE 725.
- 10) REFERENCE PLAT BY JEFFREY S. COOPER DATED AUGUST 23,
1988 AND REASED SEPTEMBER 7, 1998 AND RECORDED IN THE
CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK ED, PAGES
585 AND 586.
- 11) ALL CORNERS MARKED WITH 5/8" REBAR UNLESS OTHERWISE
INDICATED.

PROPERTY OWNERS 305-08-00:

PROPERTY OWNERS 305-02-00

LOT NO.	INS. NO.	OWNER
20	358-02-020-029	KEIR A. & ROBERT R. HUGHES
21	358-02-030-030	BREWSTER HOMES OF SOUTH CAROLINA
22	358-02-030-031	BREWSTER HOMES OF SOUTH CAROLINA
23	358-02-030-042	JANET L. SEGAL
24	358-02-030-043	SHADOWMOSS, INC.
25	358-02-030-044	SHADOWMOSS, INC.
26	358-02-030-045	SHADOWMOSS, INC.
27	358-02-030-046	BRUCE R. & HELEN W. ALLEN
28	358-02-030-047	PHILIP K. & MELINDA J. SIBERTARY
29	358-02-030-048	B. HENRY B. BARNES, LLC
30	358-02-030-049	SHADOWMOSS, INC.
31	358-02-040-050	SHADOWMOSS, INC.
32	358-02-020-051	RUSSELL E. VANDERHORST & CRAIG A. VANDERHORST

REMOVED: 3-15-2008 - TO ADD DRAINAGE EASEMENT

**FORSEBERG ENGINEERING
AND SURVEYING, INC.**
7057 SAVANNAH HIGHWAY SUITE B
P.O. BOX 20870
CHARLESTON, SC 29417
(843) 571-7522 FAX (843) 571-0790
CIVIL ENGINEERING, LAND SURVEYING
AND LANDSCAPE ARCHITECTURE

A circular professional engineer seal for the State of South Carolina. The outer ring contains the text "SOUTH CAROLINA" at the top and "STATE OF AUTHORIZATION" at the bottom. The inner circle contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top, "No. 000343" in the center, and "JULY 1988" at the bottom.

SUBDIVISION PLAT
NEW LOTS 5, 6, 7 & 8
BEES FERRY TRACT

A circular professional seal for Daniel C. Fournier, a Professional Engineer in the State of South Carolina. The seal contains the text "SOUTH CAROLINA", "REGISTERED PROFESSIONAL ENGINEER", "AND LAND SURVEYOR", "8402", and "DANIEL C. FOURNIER". There is a signature across the seal.

DATE 3-4-2000

24-2000

DRAWN/CHECKED
DATE

KNA/DCP

LAST REVISED
2-21-2000

3-14-1000

APPROVED

SCALE

1-300

PROJECT NO.

1171-1

SHERRY HUNTER
Executive Director, The Humane Society

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	CASE NO.: 2023-CP-10-02281
Grand Oaks Boulevard Association, Inc.,	)	
	)	
Plaintiff,	)	AFFIDAVIT OF LAURA DUC IN SUPPORT
vs.	)	OF DEFENDANT'S MOTION FOR
	)	SUMMARY JUDGMENT
Proximity Neighborhoods Master	)	
Association, Inc.,	)	
	)	
Defendant.	)	

Laura Duc, duly sworn, deposes, and says:

1. I work for Poston Community Management, Inc. as the Community Manager for the Defendant, Proximity Neighborhoods Master Association, Inc. ("Proximity"). I submit this affidavit on behalf of Proximity in support of its Motion for Summary Judgment and related relief. I am fully familiar with the facts and circumstances set forth herein based upon personal knowledge.¹

2. Proximity is not listed on any directory at the entranceway along the right-of-way of the Grand Oaks Boulevard and Ashley Gardens Boulevard in West Ashley off Bees Ferry Road, which is the entrance of Grande Oaks Plantation.

3. Proximity has never received meeting minutes from Plaintiff, Grand Oaks Boulevard Association, Inc. ("Plaintiff").

4. Prior to November 2024, Proximity did not regularly receive meeting notices for Plaintiff's annual meeting, except for in 2022, when Proximity provided Proximity with three (3) days' notice for its November 28, 2022 meeting.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Proximity's Memorandum in Support of its Motion for Summary Judgment.

5. While Proximity received a budget for 2021-2022 after I requested an explanation for the assessment on October 14, 2022, to my knowledge, before October 2022, Proximity did not receive budget notices from Plaintiff.

Laura A Duc
LAURA DUC

SWORN TO and subscribed before me,
this 18 day of February, 2025.

Amy Hance
Notary Public for the State of
South Carolina
My Commission Expires:
11-07-2032
(SEAL)



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2023-CP-10-02281
	)	
Grand Oaks Boulevard Association, Inc.,	)	
	)	
Plaintiff,	)	PROXIMITY NEIGHBORHOODS MASTER
vs.	)	ASSOCIATION, INC.'S RESPONSE TO
	)	PLAINTIFF'S FIRST SET OF REQUESTS
Proximity Neighborhoods Master	)	FOR ADMISSION
Association, Inc.,	)	
	)	
Defendant.	)	

TO: JOHN J. DODDS, III, ESQUIRE, ATTORNEY FOR PLAINTIFF:

Defendant Proximity Neighborhoods Master Association, Inc. ("Defendant"), pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, by and through undersigned counsel and reserving the right to supplement and/or amend, hereby submits its response to Plaintiff's First Set of Requests for Admission, as follows:

REQUESTS FOR ADMISSION

Please admit or deny the truthfulness of each of the following requests for admission:

1. That Defendant is charged with the responsibility of administering, enforcing and complying with the Declaration of Covenants, Conditions, and Restrictions for The Proximity Neighborhoods Master Association, Inc. as recorded in the ROD on November 10, 2014, in Book 0439, Page 959, as amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. recorded in the ROD on July 30, 2018, in Book 0736, Page 423, Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. recorded in the ROD on March 4, 2019, in Book 0780, Page 777,

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Supplement to Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. recorded in the ROD on July 1, 2019, in Book 0805, Page 358, Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. recorded in the ROD on August 15, 2020, in Book 0907, Page 122 and Supplement to Declaration of Covenants, Conditions, and Restrictions for Proximity Neighborhoods Master Association, Inc. recorded in the ROD on March 8, 2021, in Book 0968, Page 252 (collectively the "Proximity Covenants"). Defendant's Bylaws are attached as Exhibit "D" to the Declaration of Covenants, Conditions, and Restrictions for The Proximity Neighborhoods Master Association, Inc. as recorded in the ROD on November 10, 2014, in Book 0439, Page 959 ("Proximity Bylaws").

RESPONSE: Admitted.

2. That Plaintiff is charged with the responsibility of administering, enforcing and complying with the Declaration of Covenants and Restrictions for Grand Oaks Plantation as recorded in the Register's Office for Charleston County ("ROD") on October 28, 1998, in Book P-313, Page 895, as amended by the Amended and Restated Declaration of Covenants and Restrictions-Grande Oaks Plantation recorded in the ROD on April 7, 2000, in Book M-345, Page 573, Amendment to Amended and Restated Declaration of Covenants and Restrictions Grande Oaks Plantation recorded in the ROD on December 20, 2001, in Book T-391, Page 850, Supplemental Declaration recorded in the ROD on November 16, 2004, in Book G-516, at Page 255, Supplemental Declaration recorded in the ROD on November 24, 2004, in Book F-517, Page 574, Supplemental Declaration recorded in the ROD on July 25, 2005, in Book N-546, Page 068, re-recorded on October 31, 2005, in

Book J-560, Page 005, Supplemental Declaration recorded in the ROD on May 6, 2005, in Book X-535, Page 375, Supplemental Declaration recorded in the ROD on August 16, 2005, in Book 0-549, Page 759 and Supplemental Declaration recorded in the ROD on January 6, 2006, in Book V-568, Page 883 (collectively the "Grand Oaks Covenants"). Plaintiffs Bylaws were recorded in the ROD on April 14, 2003, in Book L-444, Page 293 ("Grand Oaks Bylaws").

RESPONSE: Admitted.

3. That the real property, together with improvements, shown and designated as "TRACT D-2 310.669 ACRES TOTAL 97.424 ACRES WETLANDS 213.245 ACRES HIGHLAND" on that certain Plat recorded in the ROD on October 15, 2004, in Plat Book EH, at Page 427 ("Proximity Neighborhoods Property") borders upon Ashley Gardens Boulevard, Charleston County, South Carolina.

RESPONSE: Defendant admits that an extremely small area of its overall property abuts Ashley Gardens Boulevard; however, there is no vehicular access to Ashley Gardens Boulevard at this location.

4. That the Proximity Neighborhoods Property was expressly subjected to the Grand Oaks Covenants by Supplemental Declaration (Amending instrument previously recorded at Book M-345, Page 573, RMC Office for Charleston County, South Carolina), dated November 15, 2004, and recorded in the ROD on November 16, 2004, in Book G-516, Page 255.

RESPONSE: Defendant has made a reasonable inquiry, and the information known or readily obtainable to it is insufficient to enable it to admit or deny this Request.

5. That pursuant to Section 7, Subsection 7.2, Paragraph B, Subparagraph 2 of the Declaration of Covenants, Conditions, and Restrictions For The Proximity Neighborhoods Master Association, Inc., dated November 6, 2014, and recorded in

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the ROD on November 10, 2014, in Book 0439, Page 959, which are a part of the Proximity Covenants, Defendant is required to collect and pay any assessments required to be paid by the Declarant or an Owner under the Grand Oaks Covenants.

RESPONSE: Defendant admits that the section states as indicated in Request 5 above.

6. That Defendant has been duly notified as to the outstanding Annual assessment for 2022 in the sum of \$18,759.00 and outstanding Annual assessment 2023 in the sum of \$20,718.00 in accordance with the Grand Oaks Covenants and Proximity Covenants, however, Defendant has failed and refused to pay same.

RESPONSE: Defendant denies that it was duly notified of the assessments. Defendant admits only that it has not paid the assessment at this time.

7. That Defendant's failure to timely pay to Plaintiff the 2022 annual Assessment in the sum of \$18,759.00 and the 2023 annual Assessment in the amount of \$20,718.00 referenced in Paragraph 6 above constitutes a breach of the covenants contained in the Grand Oaks Covenants and Proximity Covenants.

RESPONSE: Denied.

8. That pursuant to the Grand Oak Covenants and Proximity Covenants, the 2022 Annual assessment in the sum of \$18,759.00 became delinquent sixty (60) days after January 1, 2022.

RESPONSE: Denied.

9. That pursuant to the Grand Oak Covenants and Proximity Covenants, the 2023 Annual assessment in the sum of \$20,718.00 became delinquent sixty (60) days after January 1, 2023.

RESPONSE: Denied.

10. That pursuant to the Grand Oak Covenants and Proximity Covenants, in the event a legal action is commenced by Plaintiff to collect a delinquent assessment, Plaintiff is entitled to recover all attorney's fees and court costs in connection with such legal proceedings.

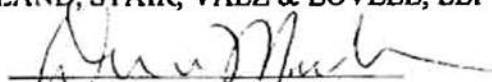
RESPONSE: Denied.

This 7th day of August, 2023.

Respectfully submitted,

COPELAND, STAIR, VALZ & LOVELL, LLP

By:


DOUGLAS W. MACKELCAN

State Bar No.: 76332

Attorney for Defendant

40 Calhoun Street, Suite 400
Charleston, SC 29401
dmackelcan@csyl.law
Ph: 843-727-0307

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2023-CP-10-02281
GRAND OAKS BOULEVARD	)	
ASSOCIATION, INC.,	)	AMENDED
	)	NOTICE OF MOTION
Plaintiff,	)	AND AMENDED
vs.	)	MOTION FOR SUMMARY JUDGMENT
	)	(SCRCP 56)
PROXIMITY NEIGHBORHOODS MASTER	)	
ASSOCIATION, INC.,	)	
	)	
Defendant.	)	

TO: DOUGLAS W. MACKELCAN, ATTORNEY FOR DEFENDANT:

PLEASE TAKE NOTICE that Plaintiff, by and thru its undersigned attorney, will move before the Presiding Judge of the Court of Common Pleas for Charleston County, at a date and time to be set by the Court, but not sooner than ten (10) days from the service of this Motion upon Defendant, for an Order granting Plaintiff summary judgment as to the cause of action and/or claim asserted by Plaintiff in the Complaint on the grounds that there are no genuine issues as to any material fact and that Plaintiff is entitled to a judgment as a matter of law. More specifically, Plaintiff will show that the various recorded Covenants and Restrictions binding upon the parties require Defendant to pay an Annual Assessment to Plaintiff to partially fund the maintenance of entrance signs and landscaping and beautification of Grand Oaks Boulevard and Ashley Gardens Boulevard, that Defendant has failed to pay such Annual Assessments for 2022, 2023, 2024 and 2025 notwithstanding timely demand from Plaintiff and that Plaintiff is entitled as a matter of law to judgment against Defendant for the total amount of the 2022, 2023, 2024 and 2025 Annual Assessments, and any assessments that accrue thereafter, as well as late fees and attorney fees and the costs of this action.

In support of its Amended Motion for Summary Judgment, Plaintiff shall rely upon the Pleadings filed herein, the statutory and common laws of the State of South Carolina, the Affidavits

of Plaintiff's President and any other Affidavits properly filed and served upon Defendant, Defendant's Answers to Plaintiff's Request to Admit, public records for Charleston County and such other matters as properly come before the Court.

JOHN J. DODDS III LLC

By: s/John J. Dodds, III
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Mt. Pleasant, SC 29464
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SC Bar No.: 1707
john@cisadodds.com
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2023-CP-10-02281
GRAND OAKS BOULEVARD	)	
ASSOCIATION, INC.,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MOTION TO
vs.	)	ALTER OR AMEND JUDGMENT
	)	(SCRCP 59(e))
PROXIMITY NEIGHBORHOODS MASTER	)	
ASSOCIATION, INC.,	)	
	)	
Defendant.	)	
_____	)	

TO: DOUGLAS W. MACKELCAN AND TAYLOR L. CARY, ATTORNEYS FOR
DEFENDANT

PLEASE TAKE NOTICE that Plaintiff, by and thru its undersigned attorney, will move before the Honorable Mikell R. Scarborough, Master-in-Equity for Charleston County, at a date and time to be set by the Court, but not sooner than ten (10) days from the service of this Motion upon Defendant, to alter or amend the Order Granting Defendant's Motion for Summary Judgment and Denying Plaintiff's Amended Motion for Summary Judgment ("Order") in the following particulars, to-wit:

ONE: That the Order be altered or amended so as to find that Plaintiff is responsible for administering and enforcing the Amended and Restated Declaration of Covenants and Restrictions- Grande Oaks Plantation as recorded in the Office of the Register of Deeds for Charleston County ("ROD") on April 7, 2000, in Book M-345, Page 573, as amended (collectively "Grand Oaks Declaration");

TWO: That the Order be altered or amended so as to find that the Grand Oaks Declaration states that the restrictive covenants shall run with title to the property described therein and shall inure to the benefit of and be binding upon the heirs, successors and assigns of each owner of the property;

THREE: That the Order be altered or amended so as to find that the Grand Oaks Declaration states that it is the plan of the Developer that the authority and responsibility of maintaining the

entranceway signs, the landscaping and beautification of Grand Oaks Boulevard and Ashley Gardens Boulevard shall ultimately be vested in a non-profit corporation to be organized by Developer, Bees Resources, L.P., to be known as Grand Oaks Boulevard Association, Inc., of which Defendant shall be a part;

FOUR: That the Order be altered or amended so as to find that Grand Bees Development, LLC, as Declarant, subjected the real property described as "Tract D2 310.669 Acres Total 97.424 Acres Wetlands 213.245 Acres Highland" on that certain Plat recorded in the ROD on October 15, 2004 in Plat Book EH, Page 427 ("Proximity Property") to the Declaration of Covenants, Conditions and Restrictions for the Proximity Neighborhoods Master Association, Inc. which were recorded in the ROD on November 10, 2014, in Book 0439, Page 959 ("Proximity Declaration");

FIVE: That the Order be altered or amended so as to find and conclude that Bees Resources, L.P., as Declarant, subjected the Proximity Property to the Grand Oaks Declaration by Supplemental Declaration recorded in the ROD on November 16, 2004, at 2:35pm, in Book G-516, Page 255 ("Supplemental Declaration") prior to transferring the Proximity Property to Grand Bees Development, LLC;

SIX: That the Order be altered or amended so as to find that the Supplemental Declaration executed by Bees Resources, L.P., as Declarant, states that it is the intention of Declarant to make the Proximity Property subject to the provisions of the Grand Oaks Declaration as fully and to the same extent as if the Proximity Property had been originally described in the Grand Oaks Declaration;

SEVEN: That the Order be altered or amended so as to find that the Proximity Declaration states that to the extent the Proximity Property or any portion thereof is subject to the Grand Oaks Declaration, as supplemented, amended or restated, Defendant shall collect and pay any assessments required to be paid by Declarant or an Owner under the Grand Oaks Declaration;

EIGHT: That the Order be altered or amended so as to find that Bees Resources, L.P. transferred the Proximity Property to Grand Bees Development, LLC by Limited Warranty Deed recorded in the

ROD on November 16, 2004, at 2:36pm, in Book D-516, Page 658, re-recorded January 26, 2005, in Book T-523, Page 116 to show correct books and pages on instruments referenced herein, including the Supplemental Declaration;

NINE: That the Court alter or amend the Order so as to find and conclude that the Corrective Warranty Deed from Bees Resources, LP to Grand Bees Development, LLC recorded in the ROD on July 25, 2012, in Book 0266, Page 615 did not make the Proximity Property free and clear of the Grand Oaks Declaration since the Supplemental Declaration recorded prior to the transfer of the Proximity Property to Grand Bees Development, LLC created a covenant to run with the Proximity Property which could not be released without the express written consent of Plaintiff which has not occurred;

TEN: That the Order be altered or amended so as to find and conclude that Plaintiff is a third party beneficiary of the Supplemental Declaration recorded by Bees Resources, L.P., as Declarant, subjecting the Proximity Property to the Grand Oaks Declaration and, consequently, the Corrective Limited Warranty Deed could not release the Proximity Property from the Grand Oaks Declaration absent the express written consent of Plaintiff which has not occurred;

ELEVEN: That the Order be altered or amended so as to delete any finding or conclusion that Grand Bees Development, LLC, as Grantee, filed with the ROD a Corrective Limited Warranty Deed, dated July 16, 2012, at Book 0266, Page 615 as Grand Bees Development, LLC did not execute the Corrective Limited Warranty Deed and there is no evidence in the record that Grand Bees Development, LLC was aware of, or approved, the filing of the Corrective Limited Warranty Deed, particularly since Defendant continued to pay the annual assessment to Plaintiff for nine (9) consecutive years after the Corrective Limited Warranty Deed was recorded;

TWELVE: That the Court alter or amend the Order so as to find and conclude that pursuant to the Grand Oaks Declaration each owner of a tract bordering upon or having as its principal access from Bees Ferry Road by way of Grand Oaks Boulevard and Ashley Gardens Boulevard shall pay its

prorata share of the estimated cost of maintaining the entranceway signs and the annual landscape maintenance of Grand Oaks Boulevard and Ashley Gardens Boulevard;

THIRTEEN: That the Court alter or amend the Order so as to find and conclude that the Proximity Property borders upon Ashley Gardens Boulevard and, consequently, Defendant is required to pay to Plaintiff its prorata share of the estimated cost of maintaining the entranceway signs and the annual landscape maintenance of Grand Oaks Boulevard and Ashley Gardens Boulevard;

FOURTEEN: That the Court alter or amend the Order so as to find and conclude that equitable estoppel does apply so as to preclude Defendant from asserting it is not obligated to pay assessments to Plaintiff for 2022 through 2025 as the Corrective Limited Warranty Deed did not release the Proximity Property from the Grand Oaks Declaration and Defendant's conduct in paying the annual assessment from 2013 through 2021 and remaining silent as to the Corrective Limited Warranty Deed misled Plaintiff to its injury; and

FIFTEEN: That the Court alter or amend the Order so as to find and conclude that Plaintiff is entitled to the relief set forth in its Amended Motion for Summary Judgment, namely, that Plaintiff shall have judgment against Defendant for the 2022, 2023, 2024 and 2025 annual assessments in the total amount of \$105,494.34, plus attorney fees and costs as set forth in the Affidavit of Attorney Fees and Costs filed by Plaintiff's counsel on February 14, 2025, as supplemented by an Affidavit of Plaintiff's counsel to be filed within ten (10) days from the date of this Order.

Respectfully Submitted,

JOHN J. DODDS III LLC

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ATTORNEYS FOR PLAINTIFF

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1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
3 CASE NO. 2023-CP-10-2281
4

5 Grand Oaks Boulevard Association,)
6 Inc.,)
7)
8 Plaintiff,)
9)
10 vs.)
11)
12 Proximity Neighborhoods Master)
13 Association, Inc.,)
14)
15 Defendant.)
16
17
18

19 Hearing before the Honorable Mikell R.
20 Scarborough, reported by Josie Allen Boehm, Registered
21 Professional Reporter and Notary Public, at 100 Broad
22 Street, Courtroom 2A, Charleston, South Carolina, June
23 17th, 2025 commencing at 10:47 a.m.
24
25

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APPEARANCES

For the Plaintiff:

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1 THE COURT: Let's turn to the Grand Oaks
2 Boulevard Association, Incorporated versus the
3 Proximity Neighborhoods Master Association,
4 Incorporated. This is a 2023 case. CP-10-2281.

5 Mr. John Dodds, III is present for the
6 plaintiff, and Mr. MacKelcan.

7 And, Counsel, give me your name.

8 MS. CARY: Taylor Cary.

9 THE COURT: All right. On the defense. And
10 I've got cross motions for summary judgement, and this
11 is a battle between two property owners associations.

12 MR. DODDS: True.

13 THE COURT: I can't wait to hear about this
14 one.

15 MR. DODDS: Did you get a good night's sleep
16 last night, Your Honor?

17 THE COURT: If there's anything calling out
18 for justice, I'm sure it's here.

19 Mr. Dodds, I don't remember who went first,
20 but I'm glad to hear from the plaintiffs first. What
21 I'm going to ask is that you give me -- I need to get
22 the big picture.

23 I have a plat with a big picture. Give me
24 the big picture as to what's going on and then let's
25 start focusing in on the merits of the thing. We have

1 an hour or so to deal with this.

2 MR. DODDS: Try to give you the big picture,
3 Your Honor.

4 So I represent Grand Oaks Boulevard
5 Association, Inc., Judge, which is off of Bees Ferry
6 Road there in the West Ashley area.

7 THE COURT: I'm familiar with Proximity
8 Boulevard. It's not too close to anything that I know
9 of.

10 MR. DODDS: I try to avoid that area. It's
11 pretty traffic-busy.

12 The defendant is Proximity Neighborhoods
13 Master Association, Judge. And so what we can, I
14 think, agree on is the fact that I had filed the
15 request for admissions with respect to the covenants
16 and restrictions which applied to Grand Oaks
17 Boulevard's Association and the covenants and
18 restrictions which apply for the Proximity
19 neighborhood.

20 Put my hand on -- the Proximity neighborhood
21 covenants, Your Honor, has a provision. It's in
22 paragraph 7, subsection D2. And it says: Grand Oaks
23 Plantation declarations.

24 And I think I have attached that as an
25 exhibit to the president of the association,

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1 Dr. Schumann, who is seated to my left.

2 It says, "without limiting the foregoing,"
3 and the foregoing section has to do with that
4 Proximity Association, "may maintain other property
5 which it does not own including without limitation
6 property dedicated to and accepted by the public if
7 the board of directors determines that such
8 maintenance is necessary or desirable to maintain the
9 community standard."

10 THE COURT: Let me stop you because you've
11 already got right into the matter.

12 I'm looking for the big picture. We have the
13 huge neighborhood association.

14 MR. DODDS: Right.

15 THE COURT: All right. And so we're
16 dealing -- I understand it's a nonpayment is the issue
17 that's got this before the Court.

18 What it is that your client owns or manages
19 or maintains versus what they own, manage, maintain?

20 MR. DODDS: This lot has to do with the
21 maintenance and beautification of Grand Oaks Boulevard
22 and Ashley Garden Boulevard.

23 So the Grand Oaks Association is charged with
24 the responsibility, in fact, it talks about developer
25 plans, that the authority and responsibility of

1 maintaining and the beautification of Grand Oaks
2 Boulevard and Ashley Gardens Boulevard will, at some
3 point, pass to Grand Oaks Boulevard Association.

4 And I think the cutting point was after
5 two-thirds of the lots were sold.

6 THE COURT: Okay. So we're talking about the
7 entranceway into this large development, correct?

8 MR. DODDS: Right. So Grand Oaks is one of
9 two major thoroughfares into the neighborhood. I
10 think Proximity is the other, and then Ashley Gardens
11 is like a circular area that dissects with both, I
12 believe.

13 THE COURT: Okay. I've been lost back there
14 once or twice.

15 MR. DODDS: So there's no question that there
16 was a supplemental declaration that was filed by the
17 developer subjecting this property to the Grand Oaks
18 Boulevard Association covenants and restrictions.

19 That happened back in 2004. And importantly,
20 I think, Your Honor, it was the developer of the big
21 area that filed that declaration prior to transferring
22 this property to the Proximity Neighborhoods
23 developer.

24 THE COURT: Okay.

25 MR. DODDS: It was the same day, but it was a

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1 minute later.

2 THE COURT: Okay. All right.

3 MR. DODDS: So that happened way back in
4 2004. And in 2007, the transition from the developer
5 to the lay people. And things were rocking along.

6 Proximity was paying assessments that were
7 imposed by the Grand Oaks Boulevard Association up
8 until they paid through 2021. What happened in --
9 let's see.

10 THE COURT: At some point in time, they
11 stopped paying?

12 MR. DODDS: July 25, 2012, Bees Resources,
13 LLP, which was the big developer, and Grand Bees
14 Development, LLC, which was the Proximity developer,
15 they filed a corrective limited deed saying that they
16 had -- through inadvertence, the deed incorrectly
17 referenced that the conveyance was subject to the
18 declaration of covenants and restrictions for Grand
19 Oaks Plantation.

20 THE COURT: All right.

21 MR. DODDS: So that was in 2012 that that was
22 done. There was no consent or any sort of
23 participation by Grand Oaks Association. They just
24 filed the corrective deed.

25 THE COURT: And, again, the grantor there is

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1 who?

2 MR. DODDS: Bees Resources, LLP, which -- and
3 the grantee was Grand Bees Development, LLC.

4 THE COURT: Okay.

5 MR. DODDS: Those were the same grantor and
6 grantee that transferred the Proximity property back
7 in 2004, November of 2004.

8 That was the deed that was recorded one
9 minute after the original developer -- after Bees
10 Resources, LLP filed a supplemental declaration
11 subjecting the Proximity property to the Grand Oaks
12 Boulevard Association documents.

13 THE COURT: Okay.

14 MR. DODDS: And notwithstanding the
15 recording of the corrective limited warranty deed,
16 Proximity continued to pay assessments to Grand Oaks
17 Boulevard Association through 2021.

18 THE COURT: Okay.

19 MR. DODDS: And they stopped in 2022, and
20 this action was brought seeking collection of the
21 covenants from 2022 to the present.

22 THE COURT: Okay. All right. And so that's
23 what you seek to collect on, right?

24 MR. DODDS: Right.

25 THE COURT: And if I read at least one of

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1 your exhibits properly, they had about a 25 percent
2 interest; is that right?

3 MR. DODDS: Correct.

4 THE COURT: Okay. So it's a substantial
5 interest. It's a substantial amount of acreage.

6 THE COURT: Okay. Okay. All right. So once
7 again, big picture, your client is charged with
8 maintaining and keeping beautiful the entranceways
9 into the Grand Oaks Neighborhood for lack of a better
10 term?

11 MR. DODDS: Well, it references two
12 boulevards. One is the Grand Oaks Boulevard and the
13 other is Ashley Gardens Boulevard.

14 And so there's specific language in the Grand
15 Oaks as to what properties it attaches to for what
16 specific purpose, and I can read you that.

17 Or that's getting more into the minutia than
18 what you may need at this point.

19 THE COURT: So in 2004, Proximity was
20 specifically subjected to --

21 MR. DODDS: Exactly, by a supplemental
22 declaration of the original developer, which was Bees
23 Resources.

24 THE COURT: But then in 2012, that was
25 altered through the --

1 MR. DODDS: Well, they didn't do anything
2 with respect to the supplemental declaration.

3 They filed a corrective limited warranty
4 deed. Okay. So the original deed from 2004, Judge,
5 specifically referenced the covenants and restrictions
6 for Grand Oaks Boulevard as supplemented by the
7 supplemental declaration, which was specific as to the
8 Proximity Neighborhood.

9 THE COURT: Okay.

10 MR. DODDS: Okay. But --

11 THE COURT: And your argument is that has
12 never changed; is that what I'm hearing you say?

13 MR. DODDS: Well, what has never changed is
14 the original supplemental declaration that was filed
15 minutes before the deed into Grand Bees Development,
16 LLC, the Proximity developer. That was never changed.

17 THE COURT: Okay.

18 MR. DODDS: But a limited -- excuse me, a
19 corrective limited warranty deed was filed in 2012
20 saying we made a mistake. We didn't mean to subject
21 the Proximity property to the covenants and
22 restrictions for Grand Oaks.

23 But nothing happened with respect to the
24 supplemental declaration that was filed by Bees
25 Resources minutes before, so the issue becomes can a

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1 grantor -- or can a grantee, after grantor subjected
2 the property to covenants and restrictions of a third
3 party association, can they, by a limited warranty
4 deed, somehow remove that property from that
5 association?

6 THE COURT: And so did they still have
7 control?

8 MR. DODDS: Does who have control, Judge?

9 THE COURT: The grantor. This would be Bees
10 8resources?

11 MR. DODDS: Right. They were the grantor,
12 that's correct.

13 Well, that's the question, Judge. I mean, it
14 seems to me that in subjecting the property to the
15 Grand Oaks Boulevard Association covenants and
16 restrictions that they can't years later come back and
17 say by limited warranty deed, by corrective deed, that
18 we're taking it out.

19 There hasn't been any effort to remove the
20 supplemental declaration that's subjected this
21 property to the Grand Oaks covenants and restrictions
22 prior to recording of that original transfer in 2004.

23 THE COURT: Okay. So it makes them subject
24 to it and comes back later, does a corrective deed,
25 but omits any description of the supplemental

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1 declaration; is that what you're telling me?

2 MR. DODDS: Well, what they said was -- and
3 you can read it, Judge -- specifically that the
4 original warranty deed that was filed in 2004
5 subjected the property pursuant to -- and it
6 references the supplemental declarations.

7 But it said that that was a mistake, the
8 language in the deed was a mistake.

9 THE COURT: Okay.

10 MR. DODDS: It didn't address the
11 supplemental declaration that was recorded prior to
12 the recording of the deed.

13 THE COURT: Okay. Bees Resources claims it
14 was a mistake and --

15 MR. DODDS: Claims the deed was a mistake by
16 referencing that it was subjected to the Grand Oaks
17 Boulevard covenants and restrictions.

18 THE COURT: Okay. They're stating it was
19 their mistake? It was a unilateral mistake?

20 MR. DODDS: It says: Whereas the parties
21 have determined that, through inadvertence, the deed
22 incorrectly referenced that the conveyance was subject
23 to the declarations and restrictions Grand Oaks
24 Plantation as amended, blah, blah, blah.

25 THE COURT: It does say parties, plural?

1 MR. DODDS: It does say parties, plural.

2 THE COURT: Okay. That sounds like a mutual
3 mistake.

4 Okay. All right. Well, we're not getting
5 into the numbers because that will really mess things
6 up for me.

7 So my goal here really -- and when I read
8 this stuff last night, my goal was I got to get what's
9 going on here.

10 MR. DODDS: I understand.

11 So they continued to pay after 2012 not
12 withstanding they had filed this corrective deed, and
13 paid all the way through 2021.

14 So we have a boulevard association whose
15 responsibility is to maintain and beautify Grand Oaks
16 Boulevard and Ashley Gardens Boulevard, and they are a
17 substantial part of our budget based on the
18 calculation provisions of the Grand Oaks covenants and
19 restrictions, which is basically a pro rata situation
20 based on their acreage versus total acreage.

21 THE COURT: Okay.

22 MR. DODDS: And have been doing that since
23 2007 through 2021.

24 THE COURT: Okay. All right. And I'm sure
25 they were relying on that as part of a budget. So

1 without getting that paid, that's a big hit to the
2 budget, right?

3 MR. DODDS: Essentially annihilates the
4 association without their participation.

5 THE COURT: Meanwhile, the association is
6 continuing to cut the grass, trim the trees?

7 MR. DODDS: As best they can.

8 THE COURT: Okay. All right. I think I
9 follow that.

10 Ms. Cary, let me hear from you.

11 MS. CARY: May it please the Court. So our
12 arguments are kind of -- there's multiple to why we
13 are not subject to the Grand Oaks -- little bit of
14 background of how you can --

15 THE COURT: Give me your big picture, too.

16 MS. CARY: Proximity, as an entity, was
17 created in 2013. So before it was created and before
18 the development of the property, Grand Bees
19 Development, LLC purchased tract D2, which is the
20 subject property at issue from Bees Resources, LLP in
21 2004 pursuant to that initial limited warranty deed.

22 THE COURT: Okay.

23 MS. CARY: And then July 25th, 2012, again,
24 before the creation of Proximity as an entity and
25 before the development of the property, they filed the

1 corrective limited warranty deed, which states -- and
2 I will read it.

3 "Parties have determined that through
4 inadvertence, the deed incorrectly references the" --

5 THE COURT: Slow down. I am trying to keep
6 up with you.

7 Go back to what you were just telling me.

8 MS. CARY: It says: The parties have
9 determined that, through inadvertence, the deed
10 incorrectly referenced that the conveyance was subject
11 to the declaration of covenants and restrictions,
12 Grand Oaks Plantation, which is the subject
13 declaration, dated and recorded -- it goes through all
14 the dates.

15 And it says: As amended and restated,
16 including as amended and restated by instrument dated
17 November 15th, 2004 and recorded November 16th, 2004.

18 So it includes all those amendments
19 thereafter prior to the corrective limited warranty
20 deed filing.

21 The property was then developed to consist of
22 single-family residences. It was developed by various
23 entities acting as declarant over the years.

24 It started as Rider Group and then went to --
25 merged into Cal Atlantic Group, and finally it merged

1 into Lennar Carolinas in 2020.

2 So they were managing the property from 2020
3 on until 2023 when it became board run, owner managed.

4 THE COURT: Okay. And so passed it over to
5 the homeowners.

6 MS. CARY: And even before then, the
7 homeowners started to get involved in around 2021
8 when, you know, they got the bill from Grand Oaks
9 asking what this is about, why we're paying for this.

10 So really that's kind of what brought up the
11 why.

12 THE COURT: Okay. All right.

13 MS. CARY: And the development of the
14 community involved the development of Proximity Drive,
15 which did not exist at the time Grand Oaks Boulevard
16 declaration was created.

17 And it allows Proximity residents to gain
18 access to their homes directly from Bees Ferry Road
19 rather than having to take Grand Oaks to Ashley
20 Gardens.

21 So this is the entrance to Grand Oaks
22 Boulevard.

23 THE COURT: Got you.

24 MS. CARY: You go all the way up here, and
25 this is just where -- so this is Proximity here.

1 That's where it intersects, and I can pass this up if
2 you want a closer look. But that's where Proximity
3 touches Ashley Gardens Boulevard.

4 THE COURT: That's the connection?

5 MS. CARY: That's the connection.

6 THE COURT: Okay.

7 MS. CARY: But, now, you have Proximity
8 Drive, and you can just go straight up and get to your
9 homes that way.

10 THE COURT: Okay. And Proximity Drive was
11 not in existence until when?

12 MS. CARY: Until -- it was developed over --
13 you know, I think it was developed in or around -- so
14 it was after Proximity became the entity, so after the
15 filing of the corrective limited warranty deed, so
16 post '12.

17 THE COURT: Post '12.

18 MS. CARY: So, you know, our initial argument
19 is that based on the express language of the
20 corrective limited warranty deed, it's clear. It's
21 unambiguous that tract D2 is not subject to Grand Oaks
22 Boulevard.

23 There is no language in the Grand Oaks
24 declaration requiring, you know, the association's
25 consent. I mean, this is a purchase between two

1 entities. It's a private transaction.

2 It, you know, states clearly that through
3 inadvertence, it was conveyed subject to the Grand
4 Oaks declaration that was corrected.

5 So there's really no question that the
6 corrected limited warranty deed applies. Grand Oaks
7 hasn't submitted extrinsic evidence to contradict the
8 plain language of the deed, and they cannot argue that
9 their consent is needed.

10 Additionally, if the corrective warranty deed
11 was somehow not found to apply, which we know that it
12 is, we would argue that Proximity's property falls
13 outside the Grand Oaks declaration.

14 Paragraph 6 states: Only owners of tracts
15 which border Grand Oaks Boulevard and Ashley Gardens
16 Boulevard or use the boulevards for the principal
17 access from Bees Ferry Road to their property shall
18 have this covenant imposed upon their property.

19 So they don't fit the first. They don't
20 border both Grand Oaks Boulevard and Ashley Gardens.
21 They're only on Ashley Gardens.

22 Grand Oaks is all the way over here. So they
23 would have to fall under the principal access from
24 Bees Ferry Road to that property.

25 THE COURT: Okay.

1 MS. CARY: They don't use it as the principal
2 access to their property. They have Proximity Drive.

3 I mean, I live over here. No one -- and I
4 don't live in either association. But no one would go
5 all the way through there. There's plenty of stop
6 signs, a lot of traffic. Harris Teeter is right
7 there. You would go directly to your home from
8 Proximity Drive.

9 THE COURT: And Ashley Gardens is sort of the
10 connection street, I guess; is that right?

11 MS. CARY: Right.

12 THE COURT: Is that where that park is back
13 there?

14 MS. CARY: Yes.

15 THE COURT: Okay.

16 MS. CARY: And, additionally, you know
17 Proximity receives no benefit. They're not listed on
18 any directory sign near the entrance to Grand Oaks
19 Plantation or anywhere else along the boulevard as
20 required if it was subject to the declaration pursuant
21 to section 5.

22 Our next argument would be that the
23 assessments are unenforceable as they are inequitable.
24 Ways that Grand Oaks calculates their assessments is
25 based on the acreage of the tract.

1 So assuming that the property is subject to
2 the declaration and within the scope of paragraph 6A,
3 which we maintain neither are true, Proximity's
4 portion of the maintenance is disproportionate.

5 They're assessed based on 214 acres of land.
6 That land does not border Ashley Gardens. That's the
7 entire tract D.

8 THE COURT: Do we know how much that is?

9 MS. CARY: A lot of it is marsh.

10 THE COURT: We call that an amenity.
11 Nondevelopable.

12 Okay.

13 MS. CARY: Plaintiff relies on section 6I of
14 the Grand Oaks declaration to calculate the
15 assessment.

16 It says: In the event the assessments are
17 paid by the owner association, the voting shall be
18 vested in the association and the assessments shall be
19 calculated on the total acreage in such original
20 unsubdivided tract before it's resubdivided [sic].

21 That first sentence in paragraph 1 states,
22 "An owner of a tract who resubdivides such tract in
23 multiple parcels with less than one acreage may
24 provide in its covenants as payment of the maintenance
25 assessment be by the owners association."

1 So that paragraph basically states if an
2 owner resubdivides the tract into multiple parcels
3 less than one acre, any owner of the association pays
4 the assessment on behalf of its members owning less
5 than one-acre parcels, then the assessments will be
6 calculated on the total acreage before it was
7 resubdivided to less than one acreage.

8 In Grand Oaks Boulevard, there is -- Moss
9 Creek is one of their sub associations. Before it was
10 subdivided, it was -- and if you -- it's Exhibit I of
11 our motion.

12 It was originally owned by Bees Resources.
13 And then that was resubdivided to be new lots 5, 6, 7,
14 and 8. Moss Creek is new lot 6. And that is the --
15 you know, where the homeowners own less than one
16 acreage.

17 The original tract was 230 acres. When it
18 was further subdivided, new lot 6 became about 84
19 acres.

20 Proximity is similar. It's Exhibit C that
21 was tract D2. Also resubdivided, which is Exhibit H.
22 And there's all the -- so in Grand Oaks assessments,
23 they assess Moss Creek based on 84 acres. They do not
24 assess them based on 230 acres of land, but they
25 assess Grand Oaks -- I mean Proximity on 214 acres.

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1 But we were then -- but that wasn't a
2 resubdivided of less than one acres. If you're
3 following their calculation of how they do Moss Creek,
4 we would be -- I believe it's -- forget my math on
5 that one, what we would have been. It's in the memo.

6 The maximum number of acres would be 20.
7 That's broken down into 30 separate lots totaling
8 6.331 acres, rights of way totaling 1.671 acres, and
9 community-shared totaling 12 acres.

10 So the maximum would be 20 acres. So that
11 would be what they would -- if they were subject to
12 the declaration, it fell under paragraph 6, it would
13 be 20 acres.

14 They would not be their now 214 acres. They
15 pretty much take up, as plaintiff's counsel mentioned,
16 a very large chunk of the budget. There's 26.55
17 percent of the total budget for 2021. Similarly for
18 2022, 2023. I'm not sure for 2024.

19 THE COURT: Are the homeowners themselves
20 subject to these assessments, or is this strictly
21 between the large developers and what goes on?

22 I'm assuming it gets passed down to the
23 homeowners.

24 MS. CARY: Yes. The homeowner has to pay to
25 the -- you know, Proximity neighborhood and then it

1 goes to Grand Oaks. And that's how it's done.

2 Grand Oaks is on that association solely
3 created for the maintenance of that boulevard. It's
4 not like a big master association that they maintain a
5 bunch of areas.

6 THE COURT: So the way you were describing
7 that, I guess they got to the point where they knew
8 they were going to have multiple, multiple units less
9 than an acre. They're just going to recalculate what
10 that should be based on, in the instance you were just
11 giving me, there was a six-acre tract in the 30 units,
12 with a 12 acre tract and whatever the other number
13 was.

14 So from a budgeting stand point, that's how
15 they're calculating?

16 MS. CARY: Right.

17 THE COURT: Okay. All right. So back to
18 Mr. Dodds' argument, what I'm trying to recall
19 specifically, there was something that was -- on your
20 argument, you have the deed that was recorded saying,
21 hey, by inadvertence, a mistake, we should not have
22 subjected this property to the Grand Oaks assessments,
23 but it did indicate that there was a document that was
24 filed I think prior to that; is that correct?

25 MR. DODDS: Correct.

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1 THE COURT: And that was the initial --

2 MR. DODDS: That was the supplemental
3 declaration subjecting the Proximity neighborhoods to
4 the amended and restated covenants and restrictions
5 for Grand Oaks.

6 THE COURT: All right. And so that document
7 was not referenced in the --

8 MR. DODDS: It was referenced in the
9 corrective deed.

10 THE COURT: It was referenced?

11 MR. DODDS: Yes, Your Honor.

12 THE COURT: And what is your argument, then,
13 that still applies?

14 MR. DODDS: Well, they didn't try to undo the
15 supplemental declaration based on what I could read.

16 And, you know, Judge at that point, this had
17 been a matter of public record, and they had been
18 participating in the association since 2004.

19 THE COURT: I realize that. Now they hand it
20 off to the homeowners, and the homeowners don't want
21 to have to pay those things.

22 MR. DODDS: That didn't come about until --

23 THE COURT: '23. She told me that. They
24 started getting involved in '21. As soon as they get
25 involved, they start looking at ways to save money.

1 That's to your client's detriment, apparently.

2 MR. DODDS: The other thing, Judge, is I want
3 you to read the specific language with respect to
4 boulevard landscapes and sign maintenance fund because
5 it says the developer for each tract bordering upon or
6 having access on Grand Oaks Boulevard or Ashley
7 Gardens Boulevard hereby covenants with the owner of
8 each tract, and the owner of acceptance to the deed is
9 deemed to covenant and agree to pay an annual
10 assessment for the creation and continuation of the
11 Grand Oaks Boulevard maintenance fund as herein after
12 set forth.

13 So it doesn't -- it's not based on the square
14 footage on Grand Oaks or Ashley Gardens. It's based
15 on whether or not it borders on either one of those
16 boulevards.

17 THE COURT: Or gives access, right?

18 MR. DODDS: That's true, or gives access.

19 Right.

20 It says --

21 THE COURT: May be more practical to go on
22 Proximity Drive, but they can still get access?

23 MR. DODDS: Yes, they can. And it does, in
24 fact, border upon Ashley Gardens Boulevard. In fact,
25 you look to the legal description in the original deed

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1 and in the corrective deed, it specifically says so.

2 So we've read -- you know, we agreed to allow
3 them to amend their answer to assert a counterclaim,
4 which is a declaratory judgement. We raised defenses
5 for that to include estoppel, statute of limitations,
6 and other equitable defenses.

7 But it seems --

8 THE COURT: Arguing they continued to pay
9 even after the --

10 MR. DODDS: Correct.

11 THE COURT: -- 2012 deed? Yeah. I got you.

12 MR. DODDS: And then let me just mention on
13 the calculation, Judge, if you look to the covenants
14 and restrictions for Grand Oaks, paragraph 6G and 6I,
15 essentially based on a -- pro rata based on your
16 acreage, which is rounded up if you have not quite an
17 acre, compared to the total acreage.

18 And then with respect to the signs, Your
19 Honor, my client advises me the only sign is the
20 entrance that says Grand Oaks Neighborhood or Grand
21 Oaks Plantation.

22 There aren't any sub association signs.

23 THE COURT: The whole area is Grand Oaks,
24 right?

25 MR. DODDS: That's correct. It's just,

1 you've got -- yeah.

2 THE COURT: Grand Oaks Plantation. Sounds so
3 nice.

4 Ms. Cary?

5 MS. CARY: Well, it is a separate
6 association, separate entity. In 6A, it does say
7 developer for each tract bordering upon or having its
8 access on Grand Oaks Boulevard or Ashley Gardens
9 Boulevard hereby covenants with the owner of each such
10 tract, and the owner, by the acceptance of a deed, is
11 deemed to covenant and agree to pay an annual
12 assessment for the creation and continuance of the
13 Grand Oaks Boulevard maintenance fund as set here
14 forth.

15 We did not -- there is no deed accepting the
16 terms of the declaration. And also --

17 THE COURT: That's the creation of the whole
18 project; is it not?

19 I assume that's the master deed you're
20 reading from?

21 MS. CARY: Yes. And so by owner, the owner
22 would be, you know, back then, it was Grand Bees
23 Development.

24 They did not accept by acceptance of the
25 deed -- you know, the limited corrective warranty deed

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1 corrected that they were not subject to the
2 declaration.

3 And then the last sentence of that section
4 says: Only the owner with tracts which border Grand
5 Oaks Boulevard and Ashley Gardens Boulevard or use the
6 boulevards for the principal access from Bees Ferry
7 Road to their property shall have this covenant
8 imposed upon their property.

9 THE COURT: Who would be able to define that?
10 Because it sounds like at some point in time,
11 Proximity Boulevard was created. I don't know if that
12 was in the master plan or not.

13 So at such time that it was created, sounds
14 like about the same time this corrective deed is
15 getting placed of record.

16 Is there some indication on y'all's part that
17 they have no desire to use either Grand Oaks or Ashley
18 Gardens?

19 These become factual issues. That's the
20 problem we have.

21 MS. CARY: That's unclear. But they wouldn't
22 have been subject to the declaration once that
23 corrective limited warranty deed was filed, so it's a
24 separate development altogether.

25 THE COURT: Is that y'all's argument, that

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1 you're not part of Grand Oaks?

2 MS. CARY: Yes, that is our argument.

3 THE COURT: And what is your --

4 MS. CARY: We're Proximity neighbors.

5 THE COURT: Proximity is an entirely separate
6 association?

7 MS. CARY: Yes. Proximity Neighborhoods
8 Masters Association, Inc.

9 Yes, it is a separate association. It is not
10 Grand Oaks. It's not a part of Grand Oaks Plantation.

11 THE COURT: No homeowners in there pay
12 anything to Grand Oaks?

13 MS. CARY: No. Only this maintenance, you
14 know, years prior when it was under other various
15 developers.

16 MR. DODDS: I want you to read 6B because,
17 again, it says what I had mentioned. Commencing
18 January 1, 2001, and on the same day of each year
19 after, each owner of a tract bordering a pond or
20 having as its principal access from Bees Ferry Road by
21 way of Grand Oaks Boulevard and Ashley Gardens shall
22 pay to the developer its pro rata share of the
23 estimated cost of maintaining the entrance signs and
24 annual landscape maintenance of Grand Oaks Boulevard
25 and Ashley Gardens Boulevard.

1 Judge, the plat of the Proximity
2 Neighborhoods was recorded in October of 2004 and
3 includes the entire 310 acres.

4 THE COURT: Okay. All right. So Proximity
5 was about the same time this is going on? Same
6 developers?

7 MR. DODDS: This was a Bees Resources, LLP
8 recording of that property.

9 THE COURT: Okay. All right.

10 MR. DODDS: In 2004.

11 THE COURT: You have a common grantor, right?

12 MR. DODDS: Yes, sir.

13 THE COURT: Okay. All right. All right.

14 Go ahead, Ms. Cary.

15 MS. CARY: I would also like to address the
16 statute of limitations argument.

17 We're asking for a declaratory judgement that
18 we're not subject to the Grand Oaks declaration moving
19 forward, not seeking back pay or damages, you know,
20 seeking to recover.

21 THE COURT: Well, you haven't paid since '21,
22 right?

23 MS. CARY: Right.

24 THE COURT: You're limiting yourself. That's
25 good.

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1 Round numbers, we're talking about \$20,000 a
2 year and going up every year?

3 MR. DODDS: Yeah, I think it's about \$107,000
4 now. '22 through '25.

5 THE COURT: Okay. Well, y'all got all your
6 late fees and interest and all the stuff?

7 MR. DODDS: Yeah. Right. So I would say
8 that's right.

9 THE COURT: I'm sort of intrigued. And one
10 of the reasons why I actually started talking about
11 that case that came out was than rather than having
12 some homeowners and a HOA, here, you have two HOAs
13 against each other as to what's owed and whether or
14 not it's owed.

15 And I've seen it developed out there. I see
16 plenty of people losing their homes out there,
17 foreclosures that comes through here. But I think
18 I've only been through there once or twice.

19 And it's just a huge maze. It's pretty nice,
20 but seems to be well maintained. A lot of cars have
21 been down that road to get there from Glenn McConnell
22 to Bees Ferry and the West Ashley circle. It's a mess
23 over there.

24 All right. So as I read through this, I was
25 really sort of puzzled by the big picture. That's why

1 I asked about that.

2 I understand you have your numbers and your
3 position is we shouldn't have to pay and have not paid
4 since 2021, correct?

5 MS. CARY: Uh-huh.

6 THE COURT: And y'all's reliance is really
7 upon the corrective deed saying, hey, we made a
8 mistake, and it shouldn't have happened.

9 Their position, Mr. Dodds', is that it
10 doesn't alter the fact that they are adjacent to
11 and/or have access to Grand Oaks Boulevard and Ashley
12 Gardens Boulevard as I understand it.

13 So have y'all -- and I know you've submitted
14 the restrictions. Have we talked about all the
15 relevant sections that I need to look at?

16 I made a notation about 6I, 6G, 6B, Exhibit
17 I, D, and D1. I've made those notations.

18 MR. DODDS: I feel like I attached the
19 relevant exhibits to the affidavits that have been
20 filed by the president.

21 I think if you could --

22 THE COURT: And so to the two areas I want to
23 address with you next, two areas to talk about, then,
24 would be the mistake.

25 And then as I indicated earlier, you've got

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1 the corrective limited deed. Apparently uses language
2 that either by inadvertence or a mistake, this was
3 done. Right?

4 And that sounded to be a mutual mistake to
5 me. If it says parties as opposed to -- there's a big
6 difference legally from getting --

7 MR. DODDS: But he didn't sign it.

8 THE COURT: Getting out of a mutual mistake
9 versus a unilateral mistake is why I say that. And
10 sometimes that becomes a fact issue.

11 And then the other one really has to do with
12 some of the language in there and whether or not
13 it's -- there has to be, can't use the word
14 "Proximity," but proximity or access. Because I think
15 I did hear you say it uses the terms "access," and its
16 access in there --

17 MR. DODDS: But it's in "or" as opposed to
18 "and."

19 Can I hand you a case?

20 THE COURT: Sure.

21 MR. DODDS: Consider just with respect to
22 their claim.

23 THE COURT: I keep thinking this should have
24 happened somewhere.

25 MR. DODDS: It's the Randy Felder case.

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1 THE COURT: Randy is a defendant?

2 MR. DODDS: Yeah. And he sought to have
3 assessments that he was overcharged paid back, and the
4 Court basically wouldn't allow that to happen.

5 THE COURT: Yeah. Okay. That's because
6 David Wheeler got Gedney Howe, III to come in there
7 and argue in front of Andy Bell.

8 MR. DODDS: I sure miss him. He was a fine
9 guy.

10 THE COURT: Yeah, he was something.
11 That's on the refund, correct?

12 MR. DODDS: Yes, Your Honor.

13 THE COURT: Yeah. I seem to recall this one.
14 First case I had go up on appeal was the Seabrook
15 case.

16 MS. CARY: I would just say we're not
17 requesting a refund. The declaratory judgement should
18 not have been charged and collected assessments prior
19 to and through 2021, but not --

20 THE COURT: Not seeking to get money back;
21 you just don't want to have to pay --

22 MS. CARY: Or 2020.

23 THE COURT: Okay. Okay. Just so I'm clear,
24 if you were ordered to pay, how would you do that?
25 You have to assess the homeowners?

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1 MS. CARY: Right.

2 THE COURT: Y'all have your own budget. I
3 don't know that I've seen your budget, but you have
4 your own budget that you have to come up with.

5 MS. CARY: I know it dovetails into these
6 homeowners are buying these properties, you know, with
7 the constructive notice that they're not subject to
8 the Grands Oaks declarations.

9 You know, that creates an issue for Proximity
10 also. They're charging their homeowners for something
11 they don't have the authority to charge them for under
12 their --

13 THE COURT: I explain to a lot of people they
14 can lose their home if they don't pay their HOA fees.
15 They don't like to hear that.

16 I've got a fairly bright line rule that I
17 won't take their home for less than 10,000 bucks, but
18 that's another story. This is a bigger picture than
19 that.

20 All right. I want to spend a little bit of
21 time thinking about this and reading further into it.

22 I think y'all have done a good job of setting
23 up what the parameters of the argument are, and I
24 appreciate that.

25 There's a lot of reading to do here. I thank

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1 y'all.

2 (Off the record at 11:32 a.m. on June 17th,

3 2025.)

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COURT REPORTER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE TESTIMONY
CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
ATTORNEY, AGENT, OR OTHERWISE.

SIGNED THIS THE 22nd DAY OF AUGUST 2025.

Josie Boehm

JOSIE ALLEN BOEHM

My Commission Expires 10/18/32

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RECEIVED

Jun 17 2026

SC Court of Appeals

**STATE OF SOUTH CAROLINA
IN THE
COURT OF APPEALS**

Appeal from the Court of Common Pleas
For Charleston County
Honorable Michael R. Scarborough, Master-In-Equity
Civil Action No.: 2023-CP-10-02281
Appellate Case No. 2025-001775

GRAND OAKS BOULEVARD ASSOCIATION, INC.,

Appellant,

v.

PROXIMITY NEIGHBORHOODS MASTER ASSOCIATION, INC.,

Respondent.

**Rule 210(g), SCACR, Certificate of Counsel
(Volume II)**

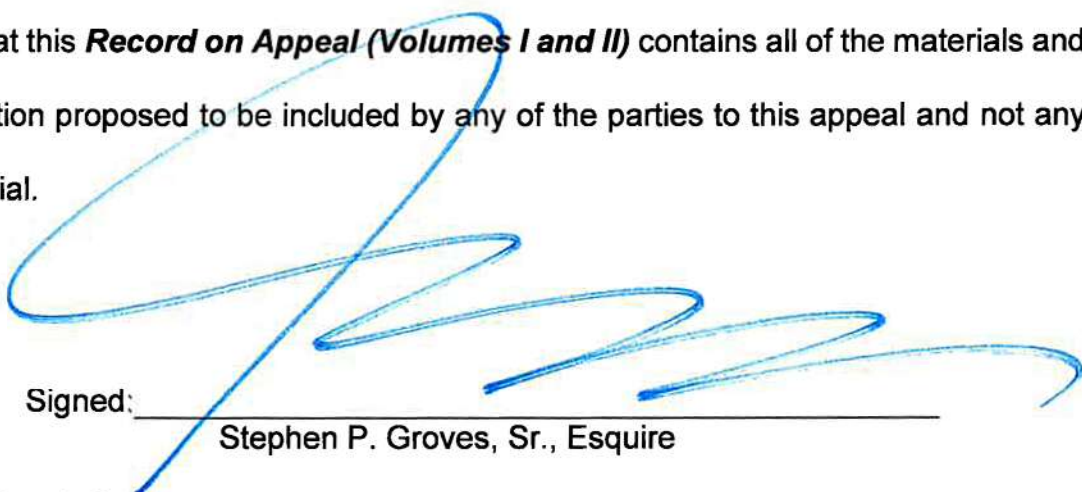
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Grand Oaks Boulevard Association, Inc.*

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I, Stephen P. Groves, Sr., Esquire, hereby certify, pursuant to Rule 210(g), SCACR, that this ***Record on Appeal (Volumes I and II)*** contains all of the materials and documentation proposed to be included by any of the parties to this appeal and not any other material.

Signed: 

Stephen P. Groves, Sr., Esquire

Charleston, South Carolina

15 June 2026