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**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas**

The Honorable Mikell R. Scarborough, Master in Equity

RECEIVED
MAR 27 2019
SC Court of Appeals

**Case No. 2014-CP-10-05407
2017-CP-10-04031**

Churchill Park, Respondent

v.

Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix, Defendants,

Of which Alan G. Nix is the Appellant

**Appellate Case Number 2018-000056 &
2018-000174**

**MOTION FOR EXENSION OF TIME TO FILE INITIAL BRIEF AND DESIGNATION
OF MATTER, REMAND TO CORRECT MATERIAL ERRORS IN TRANSCRIPTS
AND DECLARATOY JUDGEMENT THAT DEED OF 9 SEPT 1999 IS DEFECTIVE
AND THUS DECLARATION OF PROTECTIVE COVENANTS FOR CHURCHILL
PARK IS UNENFORCEABLE**

The Appellant files this motion to 1) request an extension of time to file the initial brief and designation of matter, if still required, 2) request remand to the lower court to correct material errors in transcripts 3) a declaratory judgment that the Declaration of Protective Covenants for Churchill Park is invalid and unenforceable and therefore any lawsuit or claim based on such document is also null and void.

As a way of background, Appellant recently discovered that an underlying deed against the larger Churchill Park Subdivision is likely defective, which if determined to be so, then all follow on deeds related to the deed in question would also be defective, including the property Respondent Churchill 2003 has sued the Appellant over not once, but twice, since September 2014. Second, the Appellant has raised the issues of known inaccurate transcripts of a material nature to the Court multiple times. The Appellant needs the Court to properly remand the cases to the lower court to properly resolve these transcript issues so as not to affect Appellants rights in these cases or other related cases. Third, the Court by way of letter dated 13 March 2019 improperly stated it would not take any action on Appellants motion to properly restore the case filed in January 2019. This intentional action, or lack of action, on the Court's behalf is clearly improper. Hence, the Court's threat to dismiss the appeals based on its unwillingness to properly rule are also clearly improper. Lastly, if the deed in question is determined to be defective, then not only is the Appellant's deed defective to the property which is the subject of two lawsuits, two lis pendens, and a lien that is almost six years old, but another 67 homeowner properties in the subdivision are also likely defective, persons the Respondent apparently considers their members or subjects. Not only would 68 of the 95 homeowner properties in the Churchill Park Subdivision have defective titles, but the ten properties owned by Churchill Park Homeowners' Association, Inc. via deed of 6 Oct 2003 recorded by Dodds and Hennessey would also be defective, meaning the property that Judge Scarborough ruled Respondent Churchill 2003 apparently maintains and operates since 2004, because Churchill Park Homeowners' Association, Inc. is allegedly somewhere up in the Upstate, is also defective and therefore still belongs to Venture Management of South Carolina, LLC, upon information and belief a for profit corporation.

DECLARATORY JUDGEMENT AS TO DEED, DECLARATION AND DECLARANT

The Appellant requests the Court to issue a declaratory judgment declaring 1) the deed dated 12 August 1999 and filed by Whitener and Wharton on 9 September 1999, between Venture Management of South Carolina, LLC and C. Richard Dobson Builders, Inc., recorded in the Charleston County Register of Deeds office at Book C334, Page 486-492 to be defective

based on, at a minimum, a lack of required legal notarization, 2) the valid Declarant of the Churchill Park Subdivision of Mt. Pleasant, SC, if there is one, is Venture Management of South Carolina, LLC, 3) that the Declaration of Protective Covenants for Churchill Park is null and void, or if ruled valid, does not have any property validly committed / subjected to subject Declaration.

The deed in question (**Exhibit A**) between Venture Management of South Carolina, LLC and C.. Richard Dobson Builders, Inc., dated 12 August 1999, and recorded on 9 September 1999 shows notarizations on pages 489 and 491. The notary stamp Ms. Tiller affixes to these two notarizations is barely legible but with closer inspection one can make out August 28 next to the "My Commission Expires" words. **Exhibit B** is a listing of Ms. Tiller's valid notary appointments between 1987 and 2015. The fifth entry in this listing is for an appointment date of 8/29/1991 with an expiration date of 8/28/1995 in the county of Gwinnett. Additional review of this list of valid appointment dates reveals none of these ranges of dates encompass 12 August 1999, the date of her apparent notarization of the deed in Exhibit A. The fourth entry down the list is for an appointment date of 9/15/1999 and expiration date of 9/14/2003 in Gwinnett County. This appointment date is 34 days after she attempted to notarize the deed in Exhibit A and six days after Whitener and Wharton filed the subject deed. Consequently, Ms. Tiller did not have a valid Notary of Public appointment for the state of Georgia at the time she purported to have a valid Notary Appointment on 12 August 1999 and affixed an invalid notarization to the subject deed on pages 489 and 491.

The property that this deed attempts to transfer from Venture Management of South Carolina, LLC to C. Richard Dobson Builders, Inc. is noted on the first page of the deed on page 486. **Exhibit C** (the Nix deed) is the deed to the property that is the subject of the two lis pendens, the two foreclosure lawsuits, one lien and three appeals. This deed reflects signature date of 13 July 2001, and a record date of 17 July 2001 by Dodds & Hennessy LLP in Charleston County RMC Book C377, Pages 591-595. On page 593 of the Nix deed, cited as Exhibit A on page 593, the third paragraph identifies the property of the Nix deed as being a portion of the property that was the subject of the deed which is Exhibit A in this motion as recorded on 9 Sept 1999 in Book C334, Page 486. Consequently, if the deed of 9 Sept 1999 between Venture Management of South Carolina, LLC and C. Richard Dobson Builders, Inc. is defective due to invalid / nonexistent notarizations, then C. Richard Dobson Builders, Inc. did not have proper

title to the property on 13 July 2001 to transfer title of Lot 22 of Parcel 10 to Alan and Norma Nix, and consequently, unless and until these deeds are properly executed, Venture Management of South Carolina, LLC is the legal title holder of Lot 22, and as such, would have been the correct defendant in cases 2014-CP10-05407 and 2017-CP-10-0403 instead of Alan Nix and Norma Nix, assuming of course, all other potential issues related to Real Party in Interest were properly deemed valid.

As to the Declaration of Protective Covenants for Churchill Park and Bylaws of Churchill Park Homeowners' Association, Inc. (**Exhibit D**), apparently recorded by either Dobson Builders or D.R. Horton, Inc. – Torrey with the Charleston County RMC on 10 January 2000 in Book S340, Pages 595 – 643, the entity that claims it is the correct Declarant on page 595 on 5 January 2000 is C. Richard Dobson Builders, Inc., and thus asserts it is legally entitled to record the Declaration of Protective Covenants for Churchill Park and subject / commit property to the control of said Declaration. However, for C. Richard Dobson Builders, Inc. to be legally entitled to rightfully claim the title of Declarant, legally record the subject Declaration, and subject / commit property to the control of the Declaration, C. Richard Dobson Builders, Inc. would have had to have had valid legal title to such property as is cited on page 628 of the Declaration on 5 January 2000. On page 628 of the Declaration, the first paragraph under “Parcel “B”” the Court will note that the language describing subject property is identical to the first paragraph of the deed recorded in Book C334, Page 486 between Venture Management of South Carolina, LLC and C. Richard Dobson Builders, Inc., the same deed that does not have a valid legal notarization since Ms. Tiller did not have a valid Public Notary appointment at the time of notarization. Hence, C. Richard Dobson Builders, Inc. did not have valid legal title to subject property, was not legally the Declarant and therefore was not able to properly file the Declaration or subject property to said Declaration given it did not have actual legal title to such property.

Additionally, even if some Court could find some legitimate grounds to confer Declarant authority on C. Richard Dobson Builders, Inc. on or about 10 January 2000, the statement at the bottom of page 628 is a clear and undisputable bar from any of the property contemplated to be committed to said Declaration from being legally committed. To wit: *“This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, Schedule B-Section 2, and Schedule C. This Commitment is of no force and effect unless all schedule are included, along*

with any added pages incorporated herein.” Even if one were to convert the language handwritten at the top of page 628 from “Exhibit A” to Schedule A, it is undisputed that there is not a Schedule B-Section 1, Schedule B-Section 2 or Schedule C included, and consequently, as the next statement clearly states, *“This Commitment is of no force and effect...”*

Therefore, even if some Court found some way to justify making C. Richard Dobson Builders, Inc. the legal Declarant on or about 5 January 2000, thereby making the Declaration partially or fully valid, by the language of the Declaration’s own language, there is no property validly committed to the Declaration, including but not limited to the property which is the subject of cases 2014-CP-10-05407 and 2017-CP-10-04031, which likely legally belongs to Venture Management of South Carolina, LLC, not Alan Nix and Norma Nix, and of which if someone were going to sue Venture Management of South Carolina, LLC for violation of the Declaration of Protective Covenants for Churchill Park, it appears the only possible valid Plaintiff would be Venture Management of South Carolina, LLC itself or it’s member, C. Richard Dobson Builders, Inc., but not Respondent Churchill 2003 or any of the other ten or so Churchill Persons that have purported to be somehow legally in charge of the Churchill Park Subdivision over the years.

For the reasons set forth above, the Appellant requests the Court file a Declaratory Judgement stating that the deed filed 9 Sept 1999 by Whitener and Wharton in Charleston County RMC Book C334, Page 486 to be defective due to, at a minimum, lack of legal and required notarization; that based on the deed filed in Book C334, Page 486 being defective, that all other deeds dependent on the deed filed in Book C334, Page 486 are also defective, including the deeds recorded in Book C377, Page 591 and Book F470, Page 324, included as **Exhibit E**; that if there is a valid Declarant for the Mount Pleasant Churchill Park Subdivision it is Venture Management of South Carolina, LLC, not C. Richard Dobson Builders, Inc.; that the Declaration of Protective Covenants for Churchill Park, filed by either C. Richard Dobson Builders, Inc or D.R. Horton, Inc. – Torrey on 10 January 2000 are unenforceable and invalid due to C. Richard Dobson Builders, Inc. not being the legal owner of the property cited on page 628 on 5 January 2000, and even if the Court decides to confer Declarant authority on C. Richard Dobson Builders, Inc for some currently unforeseen standard, that there is no valid property subjected to the Declaration because, in the Declaration’s own plain language, the Commitment is of no force and effect because clearly all required schedules cited are not included.

REMAND OF CASES TO LOWER COURT TO CORRECT KNOWN AND MATERIAL ERRORS OF TRANSCRIPTS

The Court must remand both cases back to the / a lower Court to properly correct known and material / significant inaccuracies in transcripts. Two examples are the transcript of 21 March 2016, which has been known to be either totally or significantly incorrect in its entirety since at least July 2017. The first two sentences of the transcript are not properly included, leaving, at best, a single sentence which has Judge Scarborough stating "I'll take it" as the alleged basis for somehow making his unilateral dismissal of case 2014-CP-10-05407 for Rule 40(j) even marginally proper. Another example is the Appellant's contention that the swearing in of witnesses on 26 Sept 2017 was invalid, which Charleston County, Ms. Smith, and Sandlapper Reporting, LLC has on an ongoing basis since August 2018 avoided providing any response to nor making the recordings of the proceeding available for verification as formally requested. A third example is related to the ending of the transcript of 2017-CP-10-04031 for 26 Sept 2017 related to comments attributed to Judge Scarborough attempting to justify in some manner not allowing me to present my case. There are other concerns but these three are included to ensure the Court understands the gravity of the issues and takes appropriate action to remand. Similarly, there are two substantial and timely filed 60(b) motions filed in Charleston County which the Court has improperly and repeatedly denied remand of the cases to the lower court to be heard and ruled on. Clearly, it would seem more logical, appropriate and conserving of judicial resources to allow all possible issues properly raised in the lower Court to be dealt with in the lower court before subjecting a litigant to multiple appeals. To the unordained, it seems that these denials are for an improper purpose, more or less to protect Judge Scarborough and other members of the SC State BAR from becoming even more compromised than they already are.

EXTENSION OF TIME TO FILE INITIAL BRIEF AND DESIGNATION OF MATTER

There is an outstanding motion to properly restore pending in the Court of Appeals. Ms. Allen's response of 13 March 2019 stating that no action would be taken on that motion was improper and outside of her authority. An order properly granting or denying that motion

should be entered by a judge on the Court of Appeals before continuing or resorting to a threat to dismiss the appeals if the initial brief isn't filed by 25 March 2019. Second, based on the very recent realization that the deed to the property that these two foreclosure lawsuits have been filed against is likely defective due to the deed it is based on being defective, it is only proper to allow South State Bank, Navy Federal Credit Union (which should have been joined to the original suit as well) and their title insurance companies to take whatever action they deem appropriate to protect their interests, given based on the underlying defective deeds, their mortgages are likely not legally secured by the deed to the property that they originally thought. Third, the motion for Declaratory Judgement included in this motion, if granted, would likely dispose of a majority of the issues of the cases, meaning ruling on the motion for Declaratory Judgment issues while allowing these other parties to take appropriate measures to secure their interests would appear to be a much more efficient manner of attacking the issues than requiring Appellant to jump through more appellate level hoops for the only apparent purpose of justifying the Court's dismissal of the appeal and save Judge Scarborough and more than a few attorney's from their questionable conduct over the last four and a half years.

WHEREFORE, Appellant Alan Nix respectfully requests this Court:

1. Grant Appellant's motion for Declaratory Judgement on the issues raised above
2. Grant Appellant's request to remand to the lower court to correct known and material errors in the transcripts, significant examples of which are the transcripts of 21 March 2016 and 26 September 2017. No witnesses in a hearing seems like a potentially significant issue.
3. Grant Appellant's request for an extension to file initial brief and designation of matter until the transcripts are properly corrected, the court rules on the requests for Declaratory judgment and South State Bank, Navy Federal Credit Union, and their title insurance companies have the opportunity to take appropriate action to protect their interests, and the Court enters an Order related to the Appellant's Motion to Properly Restore filed in January 2019. Ms. Allens's 13 March 2019 response in that matter was clearly not proper.

Dated: March 24, 2019

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Alan Nix".

Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991.4170
alan.g.nix@gmail.com

Exhibit A

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF CHARLESTON	)	TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC (hereinafter referred to as the "Grantor"), for and in consideration of the sum of FIVE AND NO/HUNDREDTHS (\$5.00) DOLLARS to it in hand paid at and before the sealing of these presents, by C. RICHARD DOBSON BUILDERS, INC. (hereinafter referred to as the "Grantee"), the receipt and legal sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the Grantee, the following described property, to-wit:

All that lot, piece or parcel of land, situate, lying and being shown and designated as "PARCEL 10, 30.590 AC TOTAL ACREAGE INCLUDES WETLANDS AND WETLAND BUFFERS ZONED R-3 (SINGLE FAMILY RESIDENTIAL)", as described on Sheet 3 of that certain plat by Southeastern Surveying, Inc., containing 5 sheets, entitled "A CONDITIONAL SUBDIVISION PLAT OF PARCEL 1, PARCEL 7, PARCEL 10, PARCEL 10, #1100, #1102 IN PARKWEST BOULEVARD OWNED BY LANDTECH CHARLESTON, LLC LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" dated September 8, 1997, last revised September 13, 1997 and recorded October 14, 1997 in Plat Book EC at page 90 in the RMC Office for Charleston County, South Carolina.

Less and Excepting:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being, in the Town of Mount Pleasant, in the County of Charleston, in the State of South Carolina; the being more particularly shown and delineated as LOTS 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PARK, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South

Carolina, LLC", prepared by Southeastern Surveying, Inc., dated August 28, 1998, revised September 15, 1998, October 6, 1998, and October 24, 1998, and recorded in the RMC Office for Charleston County, SC in Plat Book EC at page 999; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being a portion of the property heretofore conveyed to Venture Management of South Carolina, LLC by deed of Landtech Charleston, LLC dated December 22, 1997 and recorded December 23, 1997 in the office of the RMC for Charleston County, SC, in Record Book X294 at page 009.

TMS Number: 598-00-00-042

Grantee's Mailing Address: 745 Johnnie Dodds Blvd.
Mt. Pleasant, South Carolina 29464

This conveyance is made subject to taxes and assessments for 1999, and all subsequent years, and to all easements, covenants, restrictions, reservations and conditions of record and otherwise affecting the property, including but not limited to, rights-of-way indicated by instruments and plats of record, and to all applicable zoning and other land use regulations and restrictions of any political subdivision in which the subject premises are situate.

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, its successors and assigns, forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises unto the Grantee, its successors and assigns, against the Grantor and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this Title to Real Estate this 12th day of August, 1999.

Signed, Sealed and Delivered
In Presence of:

Barbara Davis
Dana Miller

VENTURE MANAGEMENT OF
SOUTH CAROLINA, LLC

By: LAND DEVELOPMENT, INC.
Its Member

By: [Signature] (Seal)

Steward A. Sparks
Its: Regional V.P.

By: C. RICHARD DOBSON BUILDERS, INC.
Its Member

By: [Signature] (Seal)

Steward A. Sparks
Its: Regional V.P.

STATE OF GEORGIA

COUNTY OF

Forsyth

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within-named Grantor, **VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC** by Land Development, Inc. and C. Richard Dobson Builders, Inc., its Members, sign, seal and as its act and deed, deliver the within Title to Real Estate; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Barbara Davis

SWORN to before me this
12 day of Aug., 1999.

Dennis J. Ellis (L.S.)

Notary Public for Georgia

My Commission expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 22, 1999

AFFIDAVIT

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as **Parcel 10 (30.580 Acres)** on plat entitled "A Conditional Subdivision Plat of Parcel 1, Parcel 7, Parcel 10, Parcel 11, #1100, #1101, and Park West Boulevard, Owned by Landtech Charleston, LLC", dated September 8, 1997 and revised September 13, 1997, and recorded in Plat Book EC, Page 90, LESS AND EXCEPTING Lots 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, Churchill Park, Phase 1, as shown on plat entitled "A Conditional Subdivision Plat of Parcel 1, Parcel 7, Parcel 10, Parcel 11, #1100, #1101, And Park West Boulevard Owned by Landtech Charleston, LLC Located In The Town Of Mount Pleasant Charleston County, South Carolina" dated September 8, 1997, prepared by Southeastern Surveying, Inc., and recorded in the Charleston County RMC Office in Plat Book EC at page 90. The Charleston County Tax Map Number is as **598-00-00-042**, and the property was transferred by **Venture Management of South Carolina, LLC** to **C. Richard Dobson Builders, Inc.** on Aug 12th, 1999.
3. Check one of the following: The deed is
- XXX (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 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 **N/A** (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
- ___ (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **N/A**.
- XXX (b) The fee is computed on the fair market value of the realty which is **\$666,000.00**
- ___ (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is **N/A**.
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: **N/A**.
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above: \$666,000.00
- (b) Place the amount listed in item 5 above: 00.00
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$666,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$2,464.20.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: C. Richard Dobson Builders, Inc. By Steward A. Sparks.
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/hundredths (\$1,000.00) Dollars, or imprisoned not more than one (1) year, or both.

C. RICHARD DOBSON BUILDERS, INC.

By: Steward A. Sparks (Seal)

Its: Regional V.P.

SWORN to before me this
12 day of Aug, 1999.

Dina J. Jell (L.S.)

Notary Public for Georgia

My Commission expires: _____

Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 20, 2003

Whitener + Wharton
2001 Park St.
Columbia, SC 29201
(C)
2
CAN✓

BKC 334 PG 492

FILED
C 334-486

1999 SEP -9 AM 9:35

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED	
BAC	<u>WNV</u>
DTD	<u>9/13/99</u>

Recording Fee	<u>11.00</u>
State Fee	<u>1731.60</u>
County Fee	<u>732.60</u>
Postage	<u> </u>
TOTAL	<u>2475.20</u>
	C

Recorded this Sept day of 13 Year 99
On Property Record Card
Reggie A Mosley
Auditor Charleston County

Exhibit B

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SEARCH CRITERIA

Name: tiller dina

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<u>Name</u>	<u>City</u>	<u>County</u>	<u>Zip Code</u>	<u>Appointment Date</u>	<u>Expiration Date</u>	<u>* Email Address</u>
TILLER, DINA	LILBURN	GWINNETT	30047	9/27/2011	9/26/2015	No Email
TILLER, DINA	LILBURN	GWINNETT	30047	9/15/2007	9/14/2011	No Email
TILLER, DINA	LILBURN	GWINNETT	30047	9/15/2003	9/14/2007	No Email
TILLER, DINA	LILBURN	GWINNETT	30047	9/15/1999	9/14/2003	No Email
TILLER, DINA	LILBURN	GWINNETT	30247	8/29/1991	8/28/1995	No Email
TILLER, DINA	DORAVILLE	DEKALB	30340	10/16/1987	10/15/1991	No Email

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Exhibit C

STATE OF SOUTH CAROLINA	)	DOB-2159
	)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON	)	

KNOW ALL MEN BY THESE PRESENTS, THAT, **C. RICHARD DOBSON BUILDERS, INC., ("Grantor")** in the State aforesaid for and in consideration of the sum of -Two Hundred Fifteen Thousand and 00/100 (\$215,000.00) DOLLARS to it in hand paid at and before the sealing of these presents by **ALAN G. NIX and NORMA J. NIX** the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **ALAN G. NIX and NORMA J. NIX, ("Grantees")**, **their** heirs and assigns forever, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said premises belonging or in any wise incident appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to those matters set forth on Exhibit "A", unto the grantees, and the grantees' heirs and assigns, forever.

AND, subject to those matters set forth on Exhibit "A" , the grantor does hereby bind the grantor and grantor's successors, executors, administrators and assigns to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs and assigns, against grantor and grantor's successors, and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE RWC LIMITED WARRANTY ISSUED TO YOU IN CONNECTION WITH THIS TRANSACTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ANY WARRANTY OR HABITABILITY, SUITABILITY FOR RESIDENTIAL PURPOSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXCLUDED AND DISCLAIMED, GRANTOR IN NO EVENT SHALL BE HELD LIABLE FOR CONSEQUENTIAL DAMAGES

13 July 2001

(Witness)

July 13 2001

(Witness)

(Grantee) ALAN G. NIX

(Grantee) NORMA J. NIX

WITNESS the Grantor's hand(s) and seal(s) this 13th day of July, 2001.

SIGNED, sealed and delivered in the presence of:

C. RICHARD DOBSON BUILDERS, INC.

BY: Edward Pate
ITS: ASST. U.P.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by the Grantee who, executed the within written deed and is a person known to me.

Notary Public for SC

My Comm. Expires: 1-19-2006

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by Edward Pate its: ASST. U.P. of C. Richard Dobson Builders, Inc., a Delaware Corporation, on behalf of the Corporation.

Notary Public for SC

My Comm. Expires: 1-26-01

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as Lot "22" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

BEING a portion of the property conveyed to the GRANTOR herein by deed from Venture Management of South Carolina, LLC dated August 12, 1999 and recorded in the RMC Office for Charleston County in Book C334 at Page 486 on September 09, 1999.

SUBJECT to any and all easements, restrictions and rights of ways of public record and as shown or noted on the above referenced plat.

SUBJECT, FURTHER, TO THE FOLLOWING TERMS AND CONDITIONS AS SET OUT HEREIN:

(a) Declaration of Protective Covenants for Churchill Park dated January 5, 2000 and recorded in the RMC Office for Charleston County in Book S340 at Page 595 on January 10, 2000.

(b) Park West Master Association Declaration of Covenants, Conditions, and Restrictions dated December 11, 1997, and recorded December 17, 1997, in Book P294 at Page 275, and as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Park West Master Association, dated June 10, 1998, and recorded in Book Y304 at Page 606 in the RMC Office for Charleston County, South Carolina, and as amended by instrument recorded in Book Y317 at Page 81, as further amended in Book H330 at Page 22 and Book K340 at Page 696, in the RMC Office for Charleston County, South Carolina.

(c) Declaration of Covenants, Conditions, and Restrictions Park West Amenity Association, Inc. dated December 11, 1997, and recorded January 20, 1998, in Book C296 at Page 678 in the RMC Office for Charleston County, South Carolina, as amended June 10, 1998, and recorded in Book Y304, Page 613, as further amended in Book K340 at Page 704 in the RMC Office for Charleston County, South Carolina.

(d) All reservations, easements, rights of way, set back lines, etc. as shown on a plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA", dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the RMC Office for Charleston County, South Carolina.

TMS NO: 598-03-00-096

Grantee's Address: 1401 DENSMORE CIRCLE, MT. PLEASANT, SC 29466

STATE OF SOUTH CAROLINA]
COUNTY OF CHARLESTON]

AFFIDAVIT

(DATE OF TRANSFER OF TITLE
(CLOSING DATE: July 13th, 2001

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 being transferred BY C. RICHARD DOBSON BUILDERS, INC. TO ALAN G. NIX and NORMA J. NIX ON July 13th, 2001.
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 (exemptions 1-12) (If exempt, please skip item 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 \$215,000.00.
 (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) \$215,000.00 the amount listed in item 4 above.
 LESS (b) \$_____ the amount listed in item 5 above (no amount place zero).
 TOTAL (c) \$ 215,000.00 Subtract Line 6(b) from Line 6(a) 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 wilfully 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.

SIGNED: Edward P. [Signature]

C. RICHARD DOBSON BUILDERS, INC.

(Grantor, Grantee, or Attorney that prepared form)

Sworn to before me this 13th
day of July, 2001

[Signature]
Notary Public for South Carolina
My Commission Expires: 11-26-01

DODDS & HENNESSY, LLP
Attorneys at Law
973 Houston Northcutt Blvd.
Mt. Pleasant, SC 29484

BAC 377PG595

Recording Fee 10.00

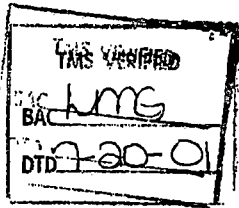
State Fee 559.00

County Fee 236.50

Postage _____

TOTAL 805.50
A

Handwritten initials



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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

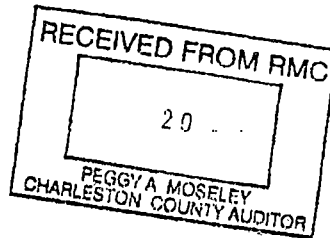


Exhibit D

DECLARATION
OF
PROTECTIVE COVENANTS
FOR
CHURCHILL PARK

Return to:
Anthony W. Oxley, Esq.
D. R. Horton, Inc.-Torrey
204 Canton Highway
Cumming, Georgia 30040

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DECLARATION OF PROTECTIVE COVENANTS

FOR

CHURCHILL PARK

THIS DECLARATION is made on this the 5th day of January, ²⁰⁰⁰~~1999~~, by C. Richard Dobson Builders, Inc. ("Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property described on Exhibit "A", or if not the Owner, the written consent of such owner is attached to this Declaration; and

WHEREAS, Declarant desires to subject the real property described on Exhibit "A", and possibly other property, to the provisions of this Declaration to create a residential community of single-family housing within that certain larger community known as Park West;

NOW THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" of this Declaration, including any improvements which may be (but are not required to be) constructed on that property, is subjected to the provisions of this Declaration and shall be a "Subordinate Declaration" as defined in the Master Declaration for Park West. Such real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, contained in this Declaration. The provisions of this Declaration shall run with the title to the property subjected to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. Definitions

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

- a. "Amenity Association" means Park West Amenity Association, Inc., a South Carolina non-profit mutual benefit corporation.
- b. "Amenity Declaration" means the Declaration of Covenants, Conditions and Restrictions Park West Amenity Association, Inc. recorded on January 20, 1998, in the Office of the Register of Mesne Conveyances ("RMC Office") for Charleston County at Book 296, Page 678, and any amendments or supplements thereto.
- c. "Area of Common Responsibility" shall mean the Common Property, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration, any recorded plat, other covenants, contracts or agreements.

- d. "Association" shall mean Churchill Park Homeowner's Association, Inc., a South Carolina nonprofit mutual benefit corporation, its successors and assigns.
- e. "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under South Carolina law.
- f. "Bylaws" shall refer to the Bylaws of the Association, attached as Exhibit "C".
- g. "Common Property" shall mean, if any, the real property, interests in real property, and personal property, easements and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners.
- h. "Community" shall mean the real property and interests described on Exhibit "A", and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.
- i. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.
- j. "Declarant" shall mean that person or entity executing this Declaration as Declarant. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a deed filed in the real property records of the RMC Office for Charleston County.
- k. "Declaration" shall include any Supplemental Declaration.
- l. "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property and membership in the Association.
- m. "Master Association" means the Park West Master Association, Inc., a South Carolina non-profit mutual benefit corporation.
- n. "Master Declaration" means the Park West Master Association Declaration of Covenants, Conditions and Restrictions recorded on December 17, 1997, in the RMC Office for Charleston County at Book 294, Page 275, and any amendments or supplements thereto.
- o. "Mortgage" means any mortgage, security deed, deed of trust, or similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

- p. "Mortgagee" shall mean the holder of a Mortgage.
 - q. "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.
 - r. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.
 - s. "Park West" means that certain real property subject to the terms of the Master Declaration.
 - t. "Person" means a natural person, corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
 - u. "Supplemental Declaration" means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.
 - v. "Total Association Vote" means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.
2. Subordinate Declaration.
- a. This Declaration is intended to supplement the Master Declaration and Amenity Declaration as they apply to Park West and the Community. Every Owner, by acceptance of an interest in any portion of the Community, acknowledges that he or she is subject to both the Master Declaration and the Amenity Declaration in addition to this Declaration, and is subject to the assessment obligations and lien rights set forth therein.
 - b. In addition to all of the rights and obligations which are conferred or imposed upon the Association pursuant to this Declaration, the Bylaws, or the Association's Articles of Incorporation, the Association is entitled to exercise any rights conferred upon it and is subject to all of the obligations imposed upon it pursuant to the Master Declaration, the Bylaws of Park West Master Association, Inc., the Amenity Declaration, and the Bylaws of Park West Amenity Association, Inc. The Association and all of its committees shall also be subject to all superior rights and powers which have been conferred upon the Master Association and the Amenity Association. The Association shall take no action in derogation of the rights of, or contrary to the interests of either the Master Association or the Amenity Association.
 - c. No property shall hereafter be made subject to this Declaration unless at the time it is made subject to this Declaration it is subject to the Master Declaration and the Amenity Declaration.

- d. The lien for assessments levied by the Association shall be subject and subordinate to the lien for assessments and other charges levied against the Community by the Master Association and the Amenity Association.
 - e. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of the Master Declaration and the Amenity Declaration; however, in the event of conflict between or among the provisions of this Declaration, the Bylaws, Articles of Incorporation, or rules of the Association (collectively, "Association Documents"), and the Master Declaration, Bylaws of Park West Master Association, Inc., Articles of Incorporation of Park West Master Association, Inc., or rules of the Master Association (collectively, "Master Documents") and the Amenity Declaration, Bylaws of Park West Amenity Association, Inc., Articles of Incorporation of Park West Amenity Association, Inc., or rules of the Amenity Association (collectively, "Amenity Documents"), the provisions of the Master Documents and the Amenity Documents, in that order, shall control. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are more stringent than those set forth in the Master Documents or the Amenity Documents.
3. Property Subject To This Declaration
- a. Property Subjected To This Declaration. The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in Exhibit "A."
 - b. Other Property . Only the real property described in Section 2(a) is made subject to this Declaration. However, Declarant may subject additional property by recording one or more Supplemental Declarations.
4. Association Membership and Voting Rights
- a. Membership. Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.
 - b. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. The Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.
5. Assessments
- a. Purpose of Assessment. The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board.

- b. Creation of the Lien and Personal Obligation for Assessments. Each Owner agrees to timely pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. Each Owner also agrees to pay reasonable fines as may be imposed in accordance with the terms of this Declaration.
- c. Late Charges. All assessments, shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), costs, including without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.
- d. Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.
- e. Certificate of Payment. The Association shall, within five (5) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.
- f. Annual Assessments. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may allow annual assessments to be paid periodic payments, and the Board shall have the right to accelerate any unpaid annual installments in the event an Owner is delinquent. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.
- g. Computation of Annual Assessments. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve and amounts assessed against the Association by the Master Association and the Amenity Association. The Board shall cause the budget and the assessments to be mailed or delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.
- h. Special Assessments. In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Special Assessments must be approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments

shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

- i. Lien for Assessment. All sums assessed against any Lot, Owner or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.
- j. Priority. The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or Deed to Secure Debt, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.
- k. Effect of Nonpayment of Assessment. Any assessments (or installments) which are not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the Assessment is not paid within thirty (30) days, a lien shall attach. The lien shall cover all assessments then due or which come due until the lien is canceled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association institute suit to collect such amounts and foreclose its lien. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, convey the same.
- l. No Set Off or Deduction. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.
- m. Application of Payments. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.
- n. Date of Commencement of Assessments. Assessments shall start on the first day of the month following the sale of the Lot to a Person. However, the sale of a Lot to a Person for the purpose of construction of a home and subsequent sale of that newly constructed home shall not cause assessments to commence. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.
- o. Specific Assessment. The Board shall have the power to specifically assess pursuant to this Section as it shall deem appropriate, in its sole discretion. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority

under this Section in the future. The Board may also specifically assess Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association):

- i. Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received; and
 - ii. Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.
- p. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may (but shall not be required to):
- i. Advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the annual, special and specific assessment collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of the Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or
 - ii. Cause the Association to borrow such amount, or a general borrowing from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan; or
 - iii. Acquire property for, or provide services to, the Association or the Common Property. Declarant shall designate the value of the property or the services provided and such amounts, at the request of the Declarant, be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

6. Maintenance & Conveyance of Common Property to Association

- a. Association's Responsibility. The Association shall maintain in good repair the Common Property, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain all lakes and associated dams in or about the Community or any lot thereon, to the extent maintenance of such lake is required and the lake is not otherwise maintained by a governmental entity or third party.
 - i. The Association shall also maintain all entry features, and common areas, operate and maintain street lights (if not maintained and operated by a governmental entity) for the

Community including the expenses for water and electricity, if any, provided to all such entry features; all storm water detention facilities and easements serving the Community (to the extent such facilities and easements are not maintained by a governmental entity); and all property outside of Lots located within the Community which was originally maintained by Declarant.

- ii. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit the Owners.
 - iii. In the event that the Association determines that the need for maintenance, repair, or replacement of property described in (i) or (ii) above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be an Assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.
 - iv. All maintenance shall be performed consistent with the Community-Wide Standard.
- b. Owner's Responsibility. Except as provided in (a) above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be an assessment.
- c. Conveyance of Common Property by Declarant to Association. The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

7. Use Restrictions and Rules

- a. General. This Section sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended as provided in this Declaration. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Total Association Vote.

- b. Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities. The Declarant shall have the right to operate a sales office and a construction office from one or more Lots within the Community.

- c. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Except as provided above, no exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee to be established by the Board.
 - i. The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction.
 - ii. The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.
 - iii. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.
 - iv. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.
 - v. So long as the Declarant owns any property for development or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

- vi. If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.
- vii. **Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.**
- viii. **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal

proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

- ix. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of parking areas serving their Lot, all vehicles shall be parked within such parking areas. Where the Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.
- (1) No vehicle, boat, motor home, trailer, or recreational vehicle or trailer may be left upon any portion of the Community for a period longer than five (5) days, unless it is stored in a garage or stored in another area designated or approved by the Board. Vehicles, boats, motor homes, trailers or recreational vehicles which are either unlicensed or inoperable for a period of five (5) days or more may not be stored upon any portion of the Community at any time unless fully enclosed in a garage.
 - (2) No unlicensed vehicle shall be left upon any portion of the Community, except in a garage or other area designated by the Board.
 - (3) Such vehicles identified in (1) and (2) above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the costs of such removal shall be an assessment against such Owner.
 - (4) Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.
- x. Off Road. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.
- xi. Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

- xii. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.
- xiii. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall be kept within a dwelling, enclosed yard, or a yard area bordered by an "invisible fence" designed for animal control, unless on a leash. No pet which has caused any damage or injury shall be walked in the community, whether on a leash or otherwise. All pets shall be registered, licensed, and vaccinated as required by law. Pets which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants must be removed by their owner upon request of the Board.
- xiv. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law.
- xv. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.
- xvi. Antennas. Unless prohibited by law, no exterior antennas of any kind, including, without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee. Satellite Dishes which are dark grey or black in color and are one meter or less in diameter shall be allowed, provided they are not visible from

the street, installed upon or adjacent to a residence, and are integrated with the surrounding landscape.

- xvii. Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no flowering trees, including, without limitation, dogwood trees, regardless of their diameter, shall be removed without the prior written consent of the Architectural Review Committee. Notwithstanding all of the above, no consent or approval is required for the removal of any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence, a driveway or the line formed by the highest normal pool elevation of any lake.
- xviii. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.
- xix. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- xx. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant reserves the right to dump and bury rocks on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except that Declarant may maintain a "burn pit" during development and construction of the Community.
- xxi. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Declarant's right to replat any Lot shall include the right to change the configuration of streets and otherwise make changes on the final plat for the Community as to how the streets and common areas in the Community are laid out.
- xxii. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, and small firearms of all types.

- xxiii. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee. Under no circumstances shall any fence be placed, erected, allowed, or maintained upon any Lot closer to the street than the rear one-third (1/3) of the residence located on the Lot. (Shadow-box style privacy fencing constructed of six (6) foot maximum height, dog-eared, unpainted, shall be preferred by the Architectural Review Committee.) Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is being used by Declarant as a model home. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property.
- xxiv. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction, and lines installed by or at the request of Declarant.
- xxv. Air-Conditioning Units. No window air conditioning units may be installed.
- xxvi. Lighting. Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) One (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; or (e) front house illumination of model homes.
- xxvii. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Architectural Review Committee.
- xxviii. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.
- xxix. Swimming Pools and Hot Tubs. No swimming pool shall be constructed, erected, or maintained upon any Lot. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee and then only if enclosed by an approved fence.
- xxx. Gardens and Play Equipment. No vegetable garden, statuary, or play equipment (including, without limitation, basketball goals) shall be erected on any Lot without the prior written consent of the Architectural Review Committee, and any such items must be located between the rear dwelling line and the rear lot line. Without limiting the foregoing, basketball goals may be installed providing they are constructed of black poles, permanently mounted, not visible from the street, and the Architectural Review Committee approves the location, height and type of goal and post.

- xxxi. Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee.
- xxxii. Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.
- xxxiii. Clothesline. No exterior clotheslines of any type shall be permitted upon any Lot.
- xxxiv. Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than 6" by 6" placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.
- xxxv. Entry Features. Owners shall not alter, remove, or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.
- xxxvi. Storage Sheds and Garages. Construction, installation, or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed or placed in a location inconspicuous as much as possible from public view. No two story structures of this nature are permitted on any Lot within the Community. All materials used in the construction of such buildings must match the main dwelling located on the Lot.
- xxxviii. Lakes, Ponds, and Streams. Owners shall have no riparian rights with respect to the waters in any lake, pond, or stream within the Community and shall not be permitted to withdraw water from any lake, pond, or stream as may exist in the Community or as are made available for the use of all Owners and Occupants within the Community without the prior written consent of the Board or its designee. As long as the Declarant has the right unilaterally to subject property to this Declaration or owns any property in the Community for development and/or sale, Declarant may authorize and grant easements to withdraw water from such lakes or streams without the consent of the Association.

Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls or any other structure or thing which, in the sole discretion of the Board or its designee, tends to detract from the appearance of the Community, and especially the pond, shall be permitted on any Lot which abuts or is appurtenant to any pond within the Community

or any pond made available for the use of all Owners and Occupants within the Community, without the prior written consent of the Architecture Review Committee or its designee.

8. Insurance and Casualty Losses

- a. Insurance on Common Property. The Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain insurance for all insurable improvements whether or not located on the Common Property which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.
- b. Liability Insurance. The Board shall obtain a general commercial liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available, the Board is authorized to obtain directors' and officers' liability insurance coverage.
- c. Declarant. The Board is authorized to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof. The Board shall not be required to comply with the provisions of this Section if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.
- d. Premiums. Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.
- e. Miscellaneous. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefitted parties, as further identified below. Such insurance shall comply with these provisions:
 - i. All policies shall be written with a company authorized to do business in South Carolina.
 - ii. Exclusive authority to settle losses under policies obtained by the Association shall be vested in the Association's Board of Directors; however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
 - iii. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

- iv. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually.
- v. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (1) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and Occupants and their respective tenants, servants, agents, and guests;
 - (2) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (3) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
 - (4) That no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
 - (5) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - (6) That no policy may be canceled, subjected to nonrenewal, or substantially modified without at least thirty (30) days prior written notice to the Association.
- vi. In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, subjected to nonrenewal, or substantially modified without at least thirty (30) days prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.
- f. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and

with the Association that each Owner shall carry blanket "all-risk" casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a specific assessment.

g. Damage and Destruction -- Insured by Association.

- i. In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board shall have the enforcement powers specified in this Declaration necessary to enforce this provision.
- ii. Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.
- iii. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from

insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

- iv. In the event that it is determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

- h. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board shall have all enforcement powers specified in this Declaration.

- i. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

- 9. Condemnation In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of this Declaration applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

10. Annexation of Additional Property

- a. Unilateral Annexation By Declarant.

- i. The Declarant shall have the unilateral right, privilege, and option from time to time until five (5) years after the recording of this Declaration to subject to the provisions of this Declaration the following property ("Annexation"):

 - (1) All or any portion of the real property described in Exhibit "B;"
 - (2) Any property which is adjacent to the property described on Exhibit "A;" and
 - (3) Any tract of land, of which any portion is located within a five (5) mile radius of the property described in Exhibit "A."

- (4) Annexation may be accomplished by filing for record in the county in which the property to be annexed is located a Supplemental Declaration describing the property being subjected;
 - (5) Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein;
 - (6) Declarant shall have the right, in connection with the annexation of other property, to modify the terms of this Declaration as it may apply to the annexed property.
 - (7) As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.
- ii. The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent Owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.
- b. Other Annexation. Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property in the Community or has the right to unilaterally annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration describing the property to be annexed is located a Supplemental Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplemental Declaration, unless a later effective date is provided therein.
- c. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property, for the purpose of removing any portion of the Community which has not been platted and improved with residential dwellings from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant.
11. Mortgagee Provisions The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Section apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

- a. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:
- i. Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
 - ii. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
 - iii. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- b. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.
- c. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.
- d. VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD"), or the U.S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws, or Articles of Incorporation.
- e. Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Section.
- f. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

12. Easements

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

b. Easements for Use and Enjoyment.

i. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

- (1). The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Owners, Occupants, and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, Occupants, tenants, guests, and invitees;
- (2). The right of the Association to suspend the voting rights of a member and the right of an Owner to use the recreational facilities available for use by the Community, if any for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid and, for a reasonable period of time, for an infraction of the Declaration, Bylaws, or rules and regulations;
- (3). The right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community. Any such Mortgage on the Common Property shall be subject to approval by at least two-thirds (2/3) of the Total Association Vote (excluding votes held by the Declarant). Any provision in this Declaration or in the any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights

therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements, or privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community;

- (4). The right of the Association to dedicate or grant licenses, permits, or easements over, under, and through the Common Property to governmental entities for public purposes; and
 - (5). The right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least two-thirds (2/3) of the Total Association Vote excluding votes held by the Declarant.
- ii. Delegation. Any Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.
- c. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community, including all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association might decide to have installed to service the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.
- d. Easement for Drainage. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water across all Community property for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.
- e. Easement for Entry. In addition to the other rights reserved to Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any

property or Lot within the Community for emergency, security, and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard or condition in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

- f. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant or the Association across such portions of the Community, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.
- g. Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction landscaping, and maintenance of entry features and similar streetscapes for the Community over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers, and other vegetation around such entry features and the right to grade the land under and around such entry features.
- h. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder or developer approved by Declarant to maintain and carry on upon such portion of the Community as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Community. This easement shall include, without limitation:
 - i. The right of access, ingress, and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Community as well as any Lot in the Community;
 - ii. The right to tie into any portion of the Community with driveways, parking areas and walkways;

- iii. The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services;
 - iv. The right (but not the obligation) to construct recreational facilities on Common Property;
 - v. The right to carry on sales and promotional activities in the Community;
 - vi. The right to place direction and marketing signs on any portion of the Community, including any Lot or Common Property;
 - vii. The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities; and
 - viii. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.
- i. Irrigation Easements. There is hereby reserved to the Declarant and the Association a blanket easement to pump water from ponds, lakes, and other bodies of water located within the Community for irrigation purposes.
 - j. Fence Easement. Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.
13. General Provisions.
- a. Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner's Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an

aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

- b. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.
- c. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors, and assigns perpetually to the extent provided by law. If South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provision shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3 of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.
- d. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage Loans on the Lots subject to this Declaration; however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose; however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Owner.

In addition to the above, this Declaration may be amended:

- i. For so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots; or
 - ii. If the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots.
- e. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.
 - f. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.
 - g. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.
 - h. Captions. The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.
 - i. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.
 - j. Indemnification. To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors 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 by them, in good faith, on behalf of the Association (except to the extent that such officers or

directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This indemnification shall also include attorneys' fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

k. Books and Records.

- i. Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.
 - ii. Rules for Inspection. The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.
 - iii. 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 extra copies of documents at the reasonable expense of the Association.
- l. Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board may decide; provided, however, after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.
- m. Notice of Sale, Lease, or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

- n. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.
 - o. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.
14. Use of Recreational Facilities. Declarant may, but shall not be required to, construct recreational facilities on portions of the Common Property. These facilities may take the form of tennis courts, a pool, bathhouse, viewing areas and the like. In the event Declarant constructs such recreational facilities, the following shall apply:
- a. For so long as Declarant has an option to unilaterally subject additional property to this Declaration, or holds an interest in any portion of the Community (whichever is greater) Declarant shall have the right to grant to persons who are not members of the Association the right to use the recreational facilities. The extent and duration of nonmember use and the fee to be charged shall be determined solely by Declarant. The Declarant may grant nonmember use rights to Persons as an easement appurtenant to such Person's residential real property so that such use rights shall automatically inure to the benefit of such Persons and their heirs and assigns.
 - b. Any use right granted to nonmembers which extends beyond the time period specified in (a) above shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by the Declarant are complied with by the nonmember user.
 - c. Declarant hereby reserves unto itself, its successors and assigns, a non-exclusive, perpetual right and privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns, and the above nonmember users, without obligation or charge. These rights shall include, without limitation, an easement for travel across all Common Property in the Community.
 - d. Declarant shall not be responsible for any fees to be paid by such nonmember.
 - e. Declarant shall have the sole right to grant nonmembers access during the time period specified in (a) above.
15. Variances. Notwithstanding anything to the contrary contained herein, the Declarant and the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, and any rule, regulation or use restriction promulgated pursuant thereto if it

determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

16. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in this Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended during the time period when Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community unless such amendment is made by the Declarant.
17. Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner other than Declarant or a Builder, a contribution of \$100.00 ("Initiation Fee") shall be made by or on behalf of the purchaser to the Association as set forth below. The Initiation Fee shall be in addition to, not in lieu of, any annual or special assessments. The Initiation Fee shall be payable at Closing, shall not be prorated, and the Association shall have all rights under the Declaration for enforcement of assessments if it is not paid. The Initiation Fee shall be deposited into an account of the Association and disbursed from that account (a) \$ 75.00 for expenses and costs of the Association in accordance with the Declaration and By-laws, as amended, and (b) \$25.00 of the initiation fee shall be held by the Association as a long term "Maintenance Reserve" to be disbursed by the Association for maintenance of any property which the Association is required or permitted to maintain, in its sole discretion. The Initiation Fee referred to in this paragraph is payable only one time, and will not be charged subsequent purchasers of a Lot once paid.

IN WITNESS WHEREOF, the Declarant herein, hereby executes this instrument under seal this the 5th day of January, 1999.
2000

[SIGNATURES ON NEXT PAGE]

EX S340PG627

Declarant:

C. Richard Dobson Builders, Inc. *

By: Anthony W. Ogle

Its: V.P.

Attest: [Signature]

Its: Ken Country
[CORPORATE SEAL]

Signed, sealed, and delivered
this 5th day of January
2000 in the presence of:

Dina Liller

Witness
Boards Grimes
Witness



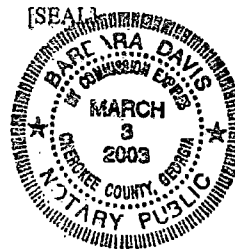
STATE OF GEORGIA
COUNTY OF CHEROKEE

I, Barbara Davis, a notary public in and for the State of Georgia, do hereby certify that the above
Anthony W. Ogle as Vice President #, who personally appeared before me this day and
acknowledged that he holds the office indicated and duly executed the foregoing Declaration.

Witness my hand and official seal this 5th day of January, 2000.

Barbara Davis
Notary Public

My Commission Expires: 3-3-03



Exh. B-4 11A

Parcel "A"

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being, in the Town of Mount Pleasant, in the County of Charleston, in the State of South Carolina; the being more particularly shown and delineated as LOTS 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PLAT, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South Carolina, LLC", prepared by Southeastern Surveying, Inc., dated August 28, 1998, revised September 15, 1998, October 6, 1998, and October 24, 1998, and recorded in the RMC Office for Charleston County, SC in Plat Book EC at page 999; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

Parcel "B"

All that lot, piece or parcel of land, situate, lying and being shown and designated as "PARCEL 10, 30.580 AC TOTAL ACREAGE INCLUDES WETLANDS AND WETLAND BUFFERS ZONED R-3 (SINGLE FAMILY RESIDENTIAL)", as described on Sheet 3 of that certain plat by Southeastern Surveying, Inc., containing 5 sheets, entitled "A CONDITIONAL SUBDIVISION PLAT OF PARCEL 1, PARCEL 7, PARCEL 10, PARCEL 10, #1100, #1102 IN PARKWEST BOULEVARD OWNED BY LANDTECH CHARLESTON, LLC LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" dated September 8, 1997, last revised September 13, 1997 and recorded October 14, 1997 in Plat Book EC at page 90 in the RMC Office for Charleston County, South Carolina.

LESS AND EXCEPTING:

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being, in the Town of Mount Pleasant, in the County of Charleston, in the State of South Carolina; the being more particularly shown and delineated as LOTS 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, & 95, CHURCHILL PLAT, PHASE I on plat entitled "A Conditional Subdivision Plat of Churchill Park, Phase I, Formerly Known as Portion Parcel 10, Parkwest, Owned by Venture Management of South Carolina, LLC", prepared by Southeastern Surveying, Inc., dated August 28, 1998, revised September 15, 1998, October 6, 1998, and October 24, 1998, and recorded in the RMC Office for Charleston County, SC in Plat Book EC at page 999; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, Schedule B-Section 2, and Schedule C. This Commitment is of no force and effect unless all schedules are included, along with any added pages incorporated herein.

BK S340PG629

Exhibit "B" Property which may be subjected to this Declaration

Any property adjacent to the Property.

BK S340PG630

Exhibit "C" By Laws of the Association

BYLAWS

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OF

CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Churchill Park Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have one (1) class of membership, as is more fully set forth in that Declaration of Protective Covenants for Churchill Park (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board, either in the Community or as convenient thereto as possible and practical.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the association if so directed by resolution of the Board or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of each Lot (as shown in the records of the Association) a

notice of each annual or special meeting of the Association stating the time and place where it is to be held and in the notice of a special meeting, the purpose thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of twenty-five percent (25%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Action Without a Formal Meeting. Any action to be taken at a meeting of the members or any action that may be taken at a meeting of the members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant if required. Such action shall be effective upon receipt by the Association of a sufficient number of

such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 11. Action by Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the association.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of seven (7) years after the date of the recording of the Declaration; (b) seventy-five (75%) percent of Lots planned by Declarant to be part of the Community shall have been conveyed to Persons who have not purchased such Lots for the purpose of construction of a residence and resale of such Lot and residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or residents in the Community.

Section 3. Number of Directors. The Board shall consist of three (3) members.

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualification to the members and to solicit votes.

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

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

Initially, the term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Owner-elected member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors at a meeting. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, 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 (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written 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 shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

Section 17. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

Section 19. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon not more than ninety (90) days written notice.

Section 20. Borrowing. The Board shall have the power to borrow money without the approval of the members of the Association.

Section 21. Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend a member's right to use any part of the Common Area unless and until the following procedure is followed:

(a) **Notice.** Written notice shall be served upon the violator by first-class or certified mail sent to the last address of the member shown on the Association's records, specifying:

(i) the nature of the violation, the fine or suspension to be imposed and the date, not less than fifteen (15) days from the date of the notice, that the fine or suspension will take effect;

(ii) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine or suspension imposed;

(iii) the name, address, and telephone numbers of a person to contact to challenge the fine or suspension;

(iv) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(v) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

Article IV **Officers**

Section 1. Officers. The officers of the Association shall be a President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board. The Board may appoint such other officers, including one (1) or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers, as it shall deem desirable.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

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

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Act.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with South Carolina law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required

financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V **Committees**

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI **Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. Amendment. These Bylaws may be amended by the Board of Directors if; (a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation of judicial determination which shall be in conflict therewith; (b) such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to the Declaration; or (d) such amendment is necessary to enable any

governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration. In addition, these Bylaws may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote; however, that the U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

Dobson Builders
Attn: Cliff Richard
498 Wando Park Blvd. Ste 200
Mt. Pleasant, SC 29466

BK S340P6643

FILED

S340-595

2000 JAN 10 PM 2:31

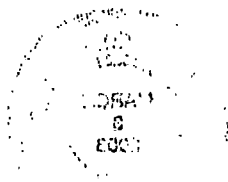
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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pst 1.00

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C

Handwritten initials

(Handwritten note)



Exhibit

E

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, THAT C. RICHARD DOBSON BUILDERS INC. (hereinafter referred to as "Grantor"), in the State aforesaid for and in consideration of the sum of FIVE AND NO/100 (\$5.00) Dollars, to it in hand paid at and before the sealing of these presents by CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC., the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Grantee"), its successors and assigns forever, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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, its successors and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, its successors and assigns, against Grantor and Grantor's successors and assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS Grantor's hand and seal this 13th day of August, 2003.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Camille Oden

C. RICHARD DOBSON BUILDERS, INC.

BY: *[Signature]*
Its: *Division President*

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of August, 2003, by the Grantor who, executed the within written deed and is a person known to me.

[Signature]
Notary Public for SC
My Comm. Expires: 10/14/09

EXHIBIT "A"

ALL those certain pieces, parcels or lots of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "BUFFER HOA 5,365. SF 0.123 AC, 20' BUFFERYARD (H.O.A.) 0.051 AC 2,236. SF, 20' BUFFERYARD (H.O.A.) 0.261 AC 11,387. SF, H.O.A. POND 1.962 AC, AND EXISTING 55' BUFFER H.O.A. 37,400. SF 0.859 AC", on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE I, PARKWEST OWNED BY VENTURE MANAGEMENT OF SOUTH CAROLINA, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated July 16, 1999, and recorded in Plat Book ED at Page 411, in the RMC Office for Charleston County, South Carolina,

Said lots having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-001
TMS NO: 598-03-00-008
TMS NO: 598-03-00-009
TMS NO: 598-03-00-031
TMS NO: 598-03-00-032

ALSO:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "PARK 18,139 SQ.FT. 0.416 ACRES, POND H.O.A. 38,669 SQ.FT. 0.888 ACRES, HOA 8,190 SQ.FT. 0.188 ACRES, AND BUFFER H.O.A. 5,366 SQ.FT. 0.123 ACRES, EXISTING 55' BUFFER H.O.A. 1,036 ACRES, AND H.O.A. WETLAND/BUFFER 1.417 ACRES" on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE II, PARCEL 10 PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 27, 1999, and recorded in Plat Book ED at Page 903, in the RMC Office for Charleston County, South Carolina.

SAID lots having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-033
TMS NO: 598-03-00-059
TMS NO: 598-03-00-062
TMS NO: 598-03-00-074

ALSO:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and being more particularly shown and delineated as "WETLAND AND WETLAND BUFFER 1.671 AC WETLAND BUFFER H.O.A." on that certain plat by Southeastern Surveying, Inc., entitled "A FINAL SUBDIVISION PLAT OF CHURCHILL PARK, PHASE III, PARCEL 10, PARKWEST OWNED BY C. RICHARD DOBSON BUILDERS, INC., LOCATED IN THE TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", dated December 31, 1999, and recorded in Plat Book ED at Page 904, in the RMC Office for Charleston County, South Carolina.

Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TMS NO: 598-03-00-105

ALL SUBJECT to any and all easements, restrictions and rights of ways of public record and as shown or noted on the above referenced plats.

ALL BEING portions of the property conveyed to the Grantor herein by deed of Venture Management of South Carolina, LLC dated August 12, 1999 and recorded September 9, 1999 in the RMC Office for Charleston County in Book C334 at Page 486.

Grantee's Address: Churchill Park
ParkWest Master Association
1100 ParkWest Blvd.
Mt. Pleasant, SC 29466

STATE OF SOUTH CAROLINA]
COUNTY OF CHARLESTON]

AFFIDAVIT

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 being transferred BY C. RICHARD DOBSON BUILDERS, INC. TO CHURCHILL PARK HOMEOWNERS ASSOCIATION, INC. ON AUGUST 13, 2003.
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 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) XX EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-7, and go to item 8 of this affidavit.) CONVEYANCE OF COMMON AREAS FROM DEVELOPER TO HOA
4. Check one of the following if either item 3(a) or item 3(b) 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) \$ _____	the amount listed in item 4 above.
LESS (b) \$ _____	the amount listed in item 5 above
	(no amount place zero).
TOTAL (c) \$ _____	Subtract Line 6(b) from Line 6(a)

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: _____
8. I understand that a person required to furnish this affidavit who wilfully 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.

Bart Doherty
Grantor, Grantee, or Legal
Representative connected with this
transaction)

Sworn to before me this 17th
day of AUGUST, 2003.

Michael T. Tox
Notary Public for South Carolina
My Commission Expires: 10/14/07

BKF 470PG328

RECORDER'S PAGE

This page Must remain with
the original document.



DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW

for #
add

Recording

Fee 10.00

State

Fee

County

Fee

Postage

TOTAL 10.00

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FILED

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/27/03

RECEIVED FROM RMC

OCT 28 2003

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

RECEIVED
MAR 27 2019
SC Court of Appeals

**APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas**

The Honorable Mikell R. Scarborough, Master in Equity

**Case No. 2014-CP-10-05407
2017-CP-10-04031**

Churchill Park, Respondent

v.

Alan G. Nix, Norma J. Nix and the Estate of Norma J. Nix, Defendants,

Of which Alan G. Nix is the Appellant

**Appellate Case Number 2018-000056 &
2018-000174**

PROOF OF SERVICE

The undersigned certifies that a copy of the Appellant's Motion for Declaratory Judgement, Remand, and Extension of time in cases in the above caption has been served upon the individuals listed below by mailing a copy of the same, postage prepaid, in the United States Mail, addressed as shown below this 25th day of March 2019 to:

Plaintiff Attorney's Attorneys:

Andrew Countryman
Countryman Law Firm
321 Wingo Way

Robert Wood
Rogers Townsend
1221 Main St.

Mount Pleasant, SC 29464

Columbia, SC 29201

Against advice of Plaintiff's Attorney's Attorneys but just to be safe:

Joel Deason
McCabe Trotter
4500 Fort Jackson Blvd, Ste. 250
Columbia, SC 29209

Judge Scarborough
Master in Equity, Charleston County
100 Broad St., Ste. 266
Charleston, SC 29401

Office of Court Administration
Clerk of Court, Charleston County
100 Broad Street
Charleston, SC 29401

Julie Armstrong
Clerk of Court, Charleston County.
100 Broad Street
Charleston, SC 29401

Sally Newman Esq., &
Sarah Schreiber, Esq.
Charleston Legal Access
1630 Meeting Street
Charleston, SC 29405
Norma J. Nix (2014-5407)
Estate of Norma J. Nix (2017-04031)

Dated: March 25, 2019

Respectfully submitted,

By:



Alan G. Nix
1401 Densmore Circle
Mount Pleasant, SC 29466
(843) 991.4170
alan.g.nix@gmail.com

MT PLEASANT, SC 29466
UNITED STATES US

SHIP DATE: 25MAR19
ACTWGT: 1.30 LB
CAP: 006993899/SSFE2002

BILL CREDIT CARD

TO SC COURT OF APPEALS
SC COURT OF APPEALS
1220 SENATE ST

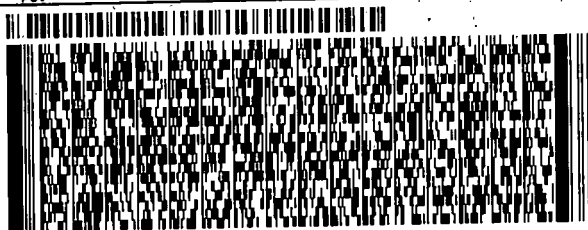
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