

Patriot's Province



DECLARATION

BOOK 6134 876

This document is being recorded for correction purposes. This supersedes and cancels the prior Declaration of Covenants, Conditions and Restrictions recorded December 20, 1983, in Book C-137 Page 067.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTMINSTER COMPANY, INC., a South Carolina Corporation of Charleston County, South Carolina, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property located in Mt. Pleasant, County of Charleston, State of South Carolina, which is more particularly described as follows:

ALL that certain piece, parcel or tract of land, together with any and all improvements thereon, situate, lying and being on Coleman Boulevard, U. S. Highway 17 - 90' R/W in the Town of Mount Pleasant, County of Charleston, State of South Carolina, being designated and shown as 16.40 Acres, as shown on a Plat entitled, "Town of Mt. Pleasant, Charleston County, S. C., Plat of a 16.40 Acre Tract About to be conveyed to Westminster Co., by Freidberg Properties of Charleston County", dated February 26, 1982, and recorded May 14, 1982, in Plat Book AV, at Page 69, in the R. M. C. Office for Charleston County: and,

WHEREAS, part of the said 16.40 Acre Tract is identified as Exhibit "A", (Section I, Phase I) attached hereto and made a part hereof; and,

WHEREAS, Declarant is desirous to annex, subsequent to the date hereof, the remainder of the said 16.40 Acre Tract and to make such subsequently annexed properties subject to these Declaration of Covenants, Conditions and Restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto, and any properties subsequently annexed in accordance with this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having the right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" shall mean and refer to PATRIOTS PROVINCE ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Board" shall mean and refer to the initial and the subsequent elected Board of Directors of the Association who manage the affairs of the Association.

SECTION 4. "Properties" shall mean and refer to that certain real property hereinbefore described as Exhibit "A" (Section I, Phase I) and such additionally annexed properties thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property described in Exhibit "A" (Section I, Phase I) and any subsequently annexed properties excluding all PUD Units as hereinafter described.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 7. "PUD" shall mean and refer to Planned Unit Development.

SECTION 8. "PUD Unit" shall mean lot and dwelling thereon.

SECTION 9. "Declarant" shall mean and refer to WESTMINSTER COMPANY, INC., a South Carolina Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Additional properties and improvements, including Common Area, may be annexed in the manner provided in this Article to the Property herein described. Additional properties so annexed shall be merged with the Property herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-Laws of the Association.

SECTION 2. At any time within ten (10) years following the date of incorporation of the Association, the Declarant may annex additional townhouse properties to the 16.40 acre tract herein described. The total number of lots within the 16.40 acre tract herein described and that subsequently annexed shall not exceed ninety-six (96) lots. All properties annexed shall be contiguous to the 16.40 acre tract herein described or to property previously annexed, and shall be identified in future Exhibits to be attached hereto.

SECTION 3. In addition to annexations as provided in Section 2 of this Article, other contiguous townhouse property may be annexed at any time with the express consent of two-thirds (2/3rds) of each class of members.

ARTICLE III - PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following limitations and provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and, subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

(d) The rights of Owners to the exclusive use of parking spaces as provided in this Article;

(e) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple

title to the common areas located in Exhibit "A" (Section I, Phase I), as shown upon the recorded Plat referred to in the premises of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot in each respective parcel, except utility and drainage easements and easements to governmental authorities upon condition that such area as shall be designated "Common Area" shall be for the sole and exclusive use and benefit of members, as long as such area is maintained in conformity with the requirements of this Declaration, the By-Laws, and the Articles of Incorporation of the Association, at the sole expense of the Owners. Similarly, the Declarant will convey to the Association, upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties that are annexed by it in the future.

SECTION 4. Parking Rights. Ownership of each lot shall entitle the Owner(s) thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. No boats, trailers, campers or recreational vehicles shall be parked within the Common Area, or rights-of-way of any public or private street in or adjacent to the Property; however, Declarant shall provide reasonable convenient space for the parking of such vehicles on, near or adjacent to the Property.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

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

CLASS B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. CLASS B membership shall cease and be converted to CLASS A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in CLASS A membership equal the total votes outstanding in CLASS B membership; provided, however, that the CLASS B membership shall be reinstated with all rights.

privileges, and responsibilities if, after conversion of the CLASS B membership to CLASS A membership as herein provided, additional lands are annexed to the Property by the Declarant in the manner provided in Article II of this Declaration, or

(b) Ten (10) years from the date of recording of these Declarations, but no later than December 1, 1993.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and costs in excess of insurance proceeds; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the properties and in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the properties or for the use and enjoyment of the Common Area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the common area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, costs of construction, repair or replacement in excess of insurance proceeds covering the homes situated on the properties, and such other needs as may arise.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment shall be \$900.00 per lot; provided, however, the assessment for the CLASS B Member for any vacant lot or a lot superimposed with an unoccupied, unsold home shall be not more than twenty-five (25%) percent of the CLASS A assessment.

From January 1 of the calendar year immediately following the first conveyance of a lot to an owner;

(a) The maximum annual assessment shall be established by the Board and may be increased by the Board without approval by the membership by a percentage which may not exceed the percentage increase shown on the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners or, if such index shall cease to be published, by the index most nearly comparable thereto.

(b) The maximum annual assessment may be increased without limit by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

At any time the Board may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots subject to assessment and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period the Board shall fix the amount of the annual assessment and send written notice of each assessment to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

Association setting forth whether the assessments on a specified lot have been paid.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the properties by the Declarant so long as said development follows the general plan of development of the properties previously approved by the FHA.

ARTICLE VII - PARTY WALL

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against elements.

SECTION 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators. The costs or fees of such arbitration shall be borne equally by the parties.

ARTICLE VIII - EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care of roofs, gutters, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and

upon each lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in South Carolina Standard Fire Extended Coverage Insurance policies, the costs of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such lot is subject.

Any Owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the townhouse, the remaining yard spaces, or the limited common area. No such maintenance by Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The Owner shall not plant any vegetation in front of his townhouse except with the prior written approval of the Association.

ARTICLE IX - USE RESTRICTIONS

SECTION 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot other than one single-family dwelling not to exceed three (3) stories in height.

SECTION 2. Sales and Construction Facilities of Declarant. Notwithstanding any provisions in Section 1, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the lots in the properties upon such portion of the properties as Declarant may choose, such facilities as may be reasonably required in the construction, sale of lots, including, but not limited to, a business office, storage area, construction yards, signs, model lots, sales office, construction office, parking area and lighting and temporary parking facilities for all prospective tenants or purchasers of Declarant.

SECTION 3. No Other Business. No other business activity of any kind shall be conducted on any lot or in the properties.

SECTION 4. Dwelling Specifications. No dwelling shall be permitted costing less than \$35,000.00 based on current building costs and having a

ground area of the main structure, exclusive of one-story open porches, of less than 750 square feet for a one-story dwelling nor less than 500 square feet per story for a dwelling of more than one story.

SECTION 5. Nuisance. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

SECTION 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

SECTION 7. Outside Antennas. No outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

SECTION 8. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the properties other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday (8:00 a.m. and 1:00 p.m. on Saturdays (except when any such day falls upon a holiday), and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times aforementioned.

ARTICLE X - EASEMENTS

SECTION 1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 2. Encroachments. If any portion of the common area now encroaches upon any lot or if any lot now encroaches upon any other lot or upon any portion of the common area, as a result of the construction of a building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building or for any other reason, a valid easement not to exceed one (1') foot for the encroachment and for the maintenance of the same so long as the building stands, shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability or title to any lot.

ARTICLE XI - COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST
LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

The Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent owner of a lot within the properties, and each owner of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

- (1) To keep each dwelling unit upon a lot subject to assessment insured against loss by fire with what is commonly called Extended Coverage an amount equal to at least one hundred (100%) percent of the replacement value of such dwelling unit;
- (2) To name the Association as an additional insured "as its interest may appear" so that the Association shall be entitled to receive notice of cancellation of such insurance policies (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot) which shall be issued by companies acceptable to the Association;
- (3) To apply the full amount of insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot, provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds);
- (4) To rebuild or restore the dwelling unit in the event of damage thereto; and provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds; and
- (5) To keep the dwelling unit in good repair.

In the event of non-payment of any premium for insurance required under this Article XI, the Board is authorized to pay such premium and sums so paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens for assessments hereunder.

In order to facilitate insurance coverage, the Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all single family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board's complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by the Association and shall be payable solely to the homeowner's mortgagee, if any, and the Association, as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and unit mortgagee, if any, ten days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners' family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause.

The Association shall also obtain a Broad Form Public Liability Policy covering all common areas and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than \$1,000,000.00 for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

Premiums for all insurance obtained by the Board, except policies on the individual residences, shall be a common expense. Premiums for insurance obtained by the Board on individual residences shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific residence(s) so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the Laws of the State of South Carolina. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowner's policy required by the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the home owners, the Board shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such building or buildings.

Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by said insurance.

(6) In the event that any dwelling located on the Property is substantially destroyed by fire or other hazard, and the dwelling is not insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the dwelling; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this section, as notice that he does not intend to repair or reconstruct the dwelling. If the owner elects not to repair or reconstruct the dwelling, the Association shall have the first right and option to purchase such lot and dwelling in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged dwelling will result in substantial pecuniary injury to the Association or diminution in value of the remaining Property. The committee may employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days from the date of appointment. The report shall set forth such matters as the Board and committee deem pertinent, but shall contain estimates of the pecuniary injury and diminution in value along with an estimate of cost of purchase and reconstruction of the townhouse.

If the Board determines that it would be advantageous to the Association and/or to the remaining Property to purchase and reconstruct the dwelling, it shall call a special meeting by giving written notice thereof, setting forth the purpose of the meeting, to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days nor more than fifteen (15) days following notice to members. Upon an affirmative vote of at least two-thirds (2/3rds) of each class of membership present and voting, the Board will be authorized to purchase and reconstruct the dwelling and to assess all lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the dwelling. The Board may require that the assessment be paid in a lump sum; in installments during an assessment year; or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate.

Such assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Article V, Section 3, or the special assessments provided for in Article, Section 4, herein.

(b) Determination of Value. The Owner shall convey marketable title thereto to the Association upon payment to the Owner by the Association of the fair market value of the lot and dwelling in its damaged condition as determined by an appraiser selected by the Owner and approved by the Board. In the event that the Board and Owner are unable to agree upon an appraiser, each shall select an appraiser and the two shall select a third appraiser who shall jointly appraise and determine the fair market value of the lot and dwelling in its damaged condition. The appraiser(s)' fees(s) shall be borne equally by the parties.

(c) Application of Insurance Proceeds. The Owner of the dwelling, prior to conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the dwelling as shall be necessary to pay all liens, mortgages, deeds of trust, taxes and encumbrances upon the lot so that the fee simple, marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the Owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be used solely as the site of an attached, single-family dwelling.

The reconstructed or repaired dwelling shall be substantially identical to the destroyed dwelling, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(e) Retention of Owner. If a dwelling is not habitable by reason of damage, and the Owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the Owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to habitable condition, whichever shall first occur. In the event a dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the Owner, unless the dwelling is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the dwelling, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, and to

enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the dwelling; provided, however, that only that dwelling which is to be reconstructed shall stand as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the dwelling, and no other portion of the Property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefor.

The Association shall hold title to the lot improvements for the benefit of all members. The Board may lease or sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members. The lease rental shall be applied to the following in the order of priority: (1) to the payment of taxes, assessments, liens, encumbrances, and obligations on or secured by the lot; (2) to the maintenance, upkeep, and repair of the dwelling; (3) to payment or repayment to the members, pro rata, of the special assessment, if any, for purchase and reconstruction of the dwelling; and (4) to the general expenses of the Association. Any payment or repayment to members of the special assessment may be in cash or may be applied to the annual assessment due or to become due.

(g) Application of Declarant and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

ARTICLE XII - GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an

instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

SECTION 4. Annexation.

(a) Land within the 16.40 acre tract described herein may be annexed by the Declarant without the consent of members provided that the FI determines that the annexation is in accord with the general plan heretofore approved by them.

(b) Additional other residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

SECTION 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

SECTION 6. Amendment of Declaration Without the Approval of Owners
The Declarant, without the consent or approval of any other Owner shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the property or to qualify the property or any lots and improvements thereon for mortgage or improvement loans made or insured by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of South Carolina, regarding purchase or sale of such lots and improvements or mortgage interest therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Association, Government National Mortgage Association or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

No amendment made pursuant to this Section shall be effective until duly recorded in the R.M.C. Office for Charleston County.

SECTION 7. Lease of Dwelling. No dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease

and the occupancy of the unit shall be subject in all respects to the provision of this Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association, and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

SECTION 8. Conflicts. In the event of any irreconcilable conflict between the Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation, the Articles of Incorporation shall control.

ARTICLE XIII - RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwellings subject to this Declaration and any amendments thereto.

SECTION 1. Any "right of first refusal" contained in the PUD constituent documents shall not impair the rights of a first mortgagee to:

- (a) foreclose or take title to a PUD Unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) sell or lease a PUD Unit acquired by the mortgagee.

SECTION 2. Any first mortgagee who obtains title to a PUD Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such PUD Unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

SECTION 3. Unless at least two-thirds (2/3rds) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the sponsor, developer or builder) of the individual PUD Units in the PUD have given their prior written approval, the Association, corporation or trust shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association, corporation or trust for the benefit of the PUD Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the PUD shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walks or common fences and drive-ways, or the upkeep of lawns and plantings in the PUD;

(d) fail to maintain fire and extended coverage on insurable PUD common property on a current replacement costs basis in an amount no less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such common property.

SECTION 4. First mortgagees of PUD Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property, may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association, corporation or trust. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of units in a PUD duly executed by the PUD homeowners association, corporation or trust, and an original or certified copy of such agreement is possessed by Seller.

SECTION 5. No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD Unit owner of insurance proceeds or condemnation awards for losses to or a taking of PUD common property.

SECTION 6. A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD Unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

SECTION 7. Any agreement for professional management of the PUD, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be

executed this 20th day of December, 1983.

WITNESSES:

Reese S. Joye, Jr.

Lily P. Blume

WESTMINSTER COMPANY, INC.

BY: [Signature]
ROBERT H. RELLER, VICE-PRESIDENT

BY: [Signature]
JERRY HOUSTON, ASSISTANT SECRETARY

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

PERSONALLY appeared before me Reese S. Joye, Jr., who after being duly sworn, deposes and says that (s)he saw the within named WESTMINSTER COMPANY, INC., by Robert H. Reller, its Vice-President, sign the within Declaration of Covenants, Conditions and Restrictions, and Jerry Houston, its Assistant Secretary attest the same, and the said Corporation, by said officers, seal said Declaration of Covenants, Conditions and Restrictions, and, as its act and deed, deliver the same, and that (s)he with Lily P. Blume witnessed the execution thereof.

Reese S. Joye, Jr.

SWORN to before me this 20th day of December, 1983.

Lily P. Blume (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 10/06/91

" EXHIBIT A "

THEMEY S 21WJ1 27H01 3Y01
WUJ TA 8749077A
1881 R101 R101 R101 R101
8200 81742 32 2018/11/14

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, as shown and designated as Section I, Phase I, PATRIOTS PROVINCE, on a Plat entitled, "Patriot's Province, Mt. Pleasant, S. C., Section I, Phase I, Owner: Westminster Co., No. of Acres: 4.639, No. of Lots: 17," which said Plat is dated November 3, 1983, last revised December 14, 1983, prepared by Heaner Engineering Co., Inc., and was duly recorded in the R. M. C. Office for Charleston County on December 20, 1983, in Plat Book AY, at Page 182: said property having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

BY LAWS
OF
PATRIOTS PROVINCE ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is PATRIOTS PROVINCE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5861 Rivers Avenue, Charleston, South Carolina, 29418, but meetings of members and directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

SECTION 1. "Association" shall mean and refer to Patriots Province Association, Inc., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Board" shall mean and refer to the initial and subsequent elected Board of Directors of the Association who manage the affairs of the Association.

SECTION 7. "Declarant" shall mean and refer to WESTMINSTER COMPANY, INC., a South Carolina Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina.

SECTION 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of these By-Laws.

SECTION 10. "PUD" shall mean and refer to Planned Unit Development.

SECTION 11. "PUD Unit" shall mean lot and dwelling thereon.

ARTICLE III - MEMBERSHIP AND PROPERTY RIGHTS

SECTION 1. Membership. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment. The voting rights of the members shall be as provided by the Declaration.

SECTION 2. Property Rights. Each member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

ARTICLE IV - MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board or upon written request of the members who are entitled to vote one-fourth (1/4th) of all the votes of the CLASS A membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting,

shall be equivalent to the giving of such notice.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE V - TERM OF DIRECTORS

SECTION 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect directors for a term of three (3) years.

SECTION 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - NOMINATION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee, and may also be made from the

floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two or more members of the Association who shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting; such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2. Election. Election to the Board shall be secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII - MEETING OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday, provided, however, if the Board shall agree to meet on such legal holiday, any action taken by it shall be valid and binding.

SECTION 2. Special Meeting. Special meeting of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII - POWER AND DUTIES OF THE BOARD

SECTION 1. Powers. The Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period

not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties: and

(f) employ attorneys to represent the Association when deemed necessary.

SECTION 2. Duties. It shall be the duty of the Board to:

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

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed:

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot subject to assessment at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period: and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

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

(g) cause the Common Area to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE IX - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

(a) The President shall be the principal executive officer of the Association, subject to the control of the Board and shall in general, supervise and control all of the business and affairs of the Association; he shall, when present, preside at all meetings of the members and of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be assigned to him by the President or by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the members and of the Board; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X - INDEMNIFICATIONS

The Association shall indemnify any Director or Officer or former Director or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

ARTICLE XI - COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint an Executive Committee and other Committees as deemed appropriate in carrying out its purpose, and each such Committee shall serve at the pleasure of the Board.

ARTICLE XII - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIII - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments for each lot subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PATRIOTS PROVINCE ASSOCIATION, INC., CHARLESTON COUNTY, SOUTH CAROLINA.

ARTICLE XV - AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration shall have the right to veto amendments while there is a CLASS B membership.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLES OF INCORPORATION
OF
PATRIOTS PROVINCE ASSOCIATION, INC.

In accordance with the applicable statutes of South Carolina, the undersigned, all of whom are residents of the State of South Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I - NAME

The name of the corporation is Patriots Province Association, Inc., hereafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The principal and registered office of the Association is located in Charleston County at 5861 Rivers Avenue, North Charleston, South Carolina.

ARTICLE III - REGISTERED AGENTS

Robert H. Reller and Reese I. Joye, Jr., whose address is 5861 Rivers Avenue, North Charleston, South Carolina are hereby appointed the initial registered agents of this Association.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property described as:

ALL that certain piece, parcel or tract of land, together with any and all improvements thereon, situate, lying and being on Coleman Boulevard, U. S. Highway 17 - 90' R/W in the Town of Mount Pleasant, County of Charleston, State of South Carolina, being designated and shown as 16.40 Acres, as shown on a Plat entitled, "Town of Mt. Pleasant, Charleston County, S. C., Plat of a 16.40 Acre Tract About to be Conveyed to Westminster Co., by Friedberg Properties of Charleston County", dated February 26, 1982, and recorded May 14, 1982, in Plat Book AV, at Page 69, in the R. M. C. Office for Charleston County.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose;

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina, and as the same may be amended from time-to-time as therein provided, and declaration being incorporated herein as set forth at length.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, and

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non Profit Corporation Law of the State of South Carolina by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any lot within the tract referred to in ARTICLE IV hereof, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE VI - VOTING RIGHTS

The Association shall have two classes of voting membership:

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

CLASS B. CLASS B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The CLASS B membership shall cease and be converted to CLASS A membership when the total votes outstanding in the CLASS A membership equal the total votes outstanding in the CLASS B membership.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are: Robert H. Reller, J. Michael Surles, Jerry H. Houston, Pam Smith, Pam Madaris, Mike Muir, Mark Hilts, Fran L. Heape, and Reese I. Joye, Jr.; all of whose address is: 5861 Rivers Avenue, North Charleston, South Carolina.

The Directors shall be classified with respect to time for which they shall severally hold office by dividing them into three classes with one class of three (3), a second class of three (3), and a third class of three (3). At the first annual meeting, the members shall elect the Directors of the first class for a term of one (1) year, the Directors of the second class for a term of two (2) years, and the Director of the third class for a term of three (3) years, and at each annual meeting thereafter, the members shall elect successors to the class of Directors whose term of terms shall expire that year for a term of three (3) years.

ARTICLE VIII - LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$75,000 while there is a CLASS B membership, and thereafter shall not exceed 150% of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX - ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time annex additional residential properties and common area to the properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire CLASS A membership and two-thirds of the entire CLASS B membership, if any, except as provided as the Declaration.

ARTICLE X - MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire CLASS B membership, if any.

ARTICLE XI - AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the entire CLASS A membership and two-thirds (2/3) of the CLASS B membership, if any.

ARTICLE XII - AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire CLASS A membership and two-thirds (2/3) of the entire CLASS B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV - DURATION

The corporation shall exist perpetually.

ARTICLE XV - MEETINGS FOR ACTIONS
COVERED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the CLASS A membership or two-thirds (2/3) of the CLASS B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XVI - AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XVII - RIGHTS OF FIRST MORTGAGES

Section 1. Notification of Default by Mortgagor. The holder of any Mortgage or Deed of Trust, under which the interest of any Owner is encumbered and which Mortgage or Deed of Trust has first and paramount priority subject only to the lien of general or ad valorem taxes and assessments (First Mortgagees), on any lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the mortgagor of such lot in the performance of such mortgagor's obligations under these Articles when such default is not cured within thirty (30) days from its occurrence.

Section 2. Assent of First Mortgagees to Certain Actions by the Association. The following actions or nonactions by the Association shall require the assent in writing of at least two-thirds (2/3rds) of the First Mortgagees (based upon one vote for each first lien deed of trust) which assent shall not be arbitrarily withheld:

(a) Abandonment, partition, subdivision, encumbrance, sale or transfer of real estate or improvements thereon, which is owned by the Association for the benefit of the lots. Provided, however, that the granting of the easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this subparagraph.

(b) Alteration or amendment of the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) Waiver or abandonment of any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of any building, fence, wall or other structure upon the properties, the exterior maintenance of lots, the maintenance of party walls or common fences and driveways within the Properties, or the upkeep in lawns and plantings within the Properties.

(d) Use of hazard insurance proceeds for losses to improvements located on Association property for other than the repair, replacement or reconstruction of such improvements.

In the event a First Mortgagee fails to respond to a written request for assent within thirty (30) days after such request has been submitted to it by the Association, written assent will not be required by said First Mortgagee and said First Mortgagee shall be deemed to have given its assent in compliance with this Section.

SECTION 3. Taxes and Insurance. Any First Mortgagee of a lot acting alone or with other First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any property owned by the Association and may pay overdue premiums on hazard insurance policies on property owned by the Association or secure renewal of such hazard insurance coverage upon the lapse of a policy for such property, and First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE XVIII - INCORPORATORS

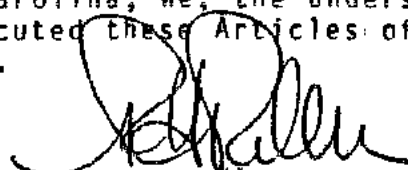

The names and addresses of the Incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Robert H. Reller	5861 Rivers Avenue N. Charleston, S. C. 29418
Fran L. Heape	5861 Rivers Avenue N. Charleston, S. C. 29418

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of South Carolina, we, the undersigned incorporators of this Association, have executed these Articles of Incorporation this 20 day of December, 1983.

IN THE PRESENCE OF:

Reese D. Joyce Jr.
Lily P. Blume

 (SEAL)
ROBERT H. RELLER
 (SEAL)
FRAN L. HEAPE

ARTICLE XVI - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of PATRIOTS PROVINCE ASSOCIATION, INC., a South Carolina Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board thereof, held on the 20th day of December, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 20th day of December, 1983.


FRAN HEAPE
Secretary

Original Declaration of Covenants, Conditions and Restrictions, By-Laws of Patriots Province Association, Inc. and Articles of Incorporation of Patriot Province Association, Inc. recorded in the R. M. C. Office for Charleston County on January 5, 1984, in Book G-134, Page 876.

AMENDMENT NO. 1
TO
BY-LAWS
PATRIOTS PROVINCE ASSOCIATION, INC.

January 12, 1984


ARTICLE XVI is hereby added to provide for disposition of assets in the case of dissolution:

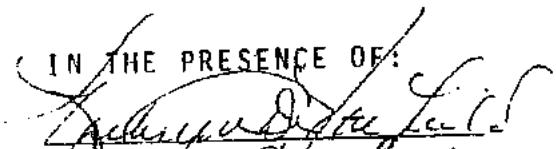

ARTICLE XVI - DISSOLUTION

Upon dissolution or other termination of the Corporation, no part of the property of the Corporation, nor any of the proceeds hereof, shall be distributed to the members of the Corporation as such, but all such property and proceeds shall, subject to the discharge of valid obligations of the Corporation, be distributed as directed by the members of the Corporation to one or more corporations or other organizations not organized for profit and operated exclusively for the promotion of social welfare and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office. This provision shall be irrevocable.

I certify that the above Amendment No. 1 was duly enacted at a Special Meeting held on January 12, 1984.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and Seal at Charleston, South Carolina, this 12th day of January, 1984.


Fran Heape
Secretary

IN THE PRESENCE OF:


STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, Kathryn D. Hatfield, who after being duly sworn, deposes and says that she saw the within named FRAN HEAPE sign, seal and as her act and deed, deliver the within written Amendment No. 1 to By-Laws, Patriots Province Association, Inc., and that she with Janice C. Davis witnessed the execution thereof.

SWORN to before me this 12th day of January, 1984.

 (SEAL)
Notary Public for South Carolina.

This document is being recorded correction purposes. This supercedes and Cancels the prior Declaration of Covenants, Conditions and Restrictions recorded December 20, 1983, in Book C-13/ Page 067.

BOOK G134 8876

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTMINSTER COMPANY, INC., a South Carolina Corporation of Charleston County, South Carolina, hereinafter referred to as "Declarant".

W I L L E S S E I H :

WHEREAS, Declarant is the owner of certain property located in Mt. Pleasant, County of Charleston, State of South Carolina, which is more particularly described as follows:

ALL that certain piece, parcel or tract of land, together with any and all improvements thereon, situate, lying and being on Coleman Boulevard, U. S. Highway 17 - 90' R/W in the Town of Mount Pleasant, County of Charleston, State of South Carolina, being designated and shown as 16.40 Acres, as shown on a Plat entitled, "Town of Mt. Pleasant, Charleston County, S. C., Plat of a 16.40 Acre Tract About to be conveyed to Westminster Co., by Freidberg Properties of Charleston County", dated February 26, 1982, and recorded May 14, 1982, in Plat Book AV, at Page 69, in the R. M. C. Office for Charleston County: and.

WHEREAS, part of the said 16.40 Acre Tract is identified as Exhibit "A", (Section 1, Phase 1) attached hereto and made a part hereof; and,

WHEREAS, Declarant is desirous to annex, subsequent to the date hereof, the remainder of the said 16.40 Acre Tract and to make such subsequently annexed properties subject to these Declaration of Covenants, Conditions and Restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto, and any properties subsequently annexed in accordance with this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having the right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" shall mean and refer to PATRIOTS PROVINCE ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Board" shall mean and refer to the initial and the subsequent elected Board of Directors of the Association who manage the affairs of the Association.

SECTION 4. "Properties" shall mean and refer to that certain real property hereinbefore described as Exhibit "A" (Section I, Phase I) and such additionally annexed properties thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property described in Exhibit "A" (Section I, Phase I) and any subsequently annexed properties excluding all PUD Units as hereinafter described.

SECTION 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 7. "PUD" shall mean and refer to Planned Unit Development.

SECTION 8. "PUD Unit" shall mean lot and dwelling thereon.

SECTION 9. "Declarant" shall mean and refer to WESTMINSTER COMPANY, INC., a South Carolina Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Additional properties and improvements, including Common Area, may be annexed in the manner provided in this Article to the Property herein described. Additional properties so annexed shall be merged with the Property herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-Laws of the Association.

SECTION 2. At any time within ten (10) years following the date of incorporation of the Association, the Declarant may annex additional townhouse properties to the 16.40 acre tract herein described. The total number of lots within the 16.40 acre tract herein described and that subsequently annexed shall not exceed ninety-six (96) lots. All properties annexed shall be contiguous to the 16.40 acre tract herein described or to property previously annexed, and shall be identified in future Exhibits to be attached hereto.

SECTION 3. In addition to annexations as provided in Section 2 of this Article, other contiguous townhouse property may be annexed at any time with the express consent of two-thirds (2/3-rds) of each class of members.

ARTICLE III - PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following limitations and provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

(d) The rights of Owners to the exclusive use of parking spaces as provided in this Article;

(e) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple

title to the common areas located in Exhibit "A" (Section I, Phase I), as shown upon the recorded Plat referred to in the premises of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot in each respective parcel, except utility and drainage easements and easements to governmental authorities upon condition that such area as shall be designated "Common Area" shall be for the sole and exclusive use and benefit of members, as long as such area is maintained in conformity with the requirements of this Declaration, the By-Laws, and the Articles of Incorporation of the Association, at the sole expense of the Owners. Similarly, the Declarant will convey to the Association, upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties that are annexed by it in the future.

SECTION 4. Parking Rights. Ownership of each lot shall entitle the Owner(s) thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. No boats, trailers, campers or recreational vehicles shall be parked within the Common Area, or rights-of-way of any public or private street in or adjacent to the Property; however, Declarant shall provide reasonable convenient space for the parking of such vehicles on, near or adjacent to the Property.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

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

CLASS B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. CLASS B membership shall cease and be converted to CLASS A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in CLASS A membership equal the total votes outstanding in CLASS B membership; provided, however, that the CLASS B membership shall be reinstated with all rights,

privileges, and responsibilities if, after conversion of the CLASS B membership to CLASS A membership as herein provided, additional lands are annexed to the Property by the Declarant in the manner provided in Article II of this Declaration, or

(b) Ten (10) years from the date of recording of these Declarations, but no later than December 1, 1993.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and costs in excess of insurance proceeds; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the properties, and in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the properties or for the use and enjoyment of the Common Area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, costs of construction, repair or replacement in excess of insurance proceeds covering the homes situated on the properties, and such other needs as may arise.

SECTION 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment shall be \$900.00 per lot; provided, however, the assessment for the CLASS B Member for any vacant lot or a lot superimposed with an unoccupied, unsold home shall be not more than twenty-five (25%) percent of the CLASS A assessment.

From January 1 of the calendar year immediately following the first conveyance of a lot to an owner:

(a) The maximum annual assessment shall be established by the Board and may be increased by the Board without approval by the membership by a percentage which may not exceed the percentage increase shown on the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners or, if such index shall cease to be published, by the index most nearly comparable thereto.

(b) The maximum annual assessment may be increased without limit by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

At any time the Board may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots subject to assessment and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board shall fix the amount of the annual assessment and send written notice of each assessment to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the

Association setting forth whether the assessments on a specified lot have been paid.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the properties by the Declarant so long as said development follows the general plan of development of the properties previously approved by the FMA.

ARTICLE VII - PARTY WALL

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against elements.

SECTION 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators. The costs or fees of such arbitration shall be borne equally by the parties.

ARTICLE VIII - EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care of roofs, gutters, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and

upon each lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in South Carolina Standard Fire Extended Coverage insurance policies, the costs of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such lot is subject.

Any Owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the townhouse, the remaining yard spaces, or the limited common area. No such maintenance by Owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The Owner shall not plant any vegetation in front of his townhouse except with the prior written approval of the Association.

ARTICLE IX - USE RESTRICTIONS

SECTION 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot other than one single-family dwelling not to exceed three (3) stories in height.

SECTION 2. Sales and Construction Facilities of Declarant. Notwithstanding any provisions in Section I, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the lots in the properties upon such portion of the properties as Declarant may choose, such facilities as may be reasonably required in the construction, sale of lots, including, but not limited to, a business office, storage area, construction yards, signs, model lots, sales office, construction office, parking area and lighting and temporary parking facilities for all prospective tenants or purchasers of Declarant.

SECTION 3. No Other Business. No other business activity of any kind shall be conducted on any lot or in the properties.

SECTION 4. Dwelling Specifications. No dwelling shall be permitted costing less than \$35,000.00 based on current building costs and having a

ground area of the main structure, exclusive of one-story open porches, of less than 750 square feet for a one-story dwelling nor less than 500 square feet per story for a dwelling of more than one story.

SECTION 5. Nuisance. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

SECTION 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.

SECTION 7. Outside Antennas. No outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

SECTION 8. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the properties other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, a holiday, and 1:00 p.m. on Saturdays (except when any such day falls upon a holiday), and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

ARTICLE X - EASEMENTS

SECTION 1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 2. Encroachments. If any portion of the common area now encroaches upon any lot or if any lot now encroaches upon any other lot or upon any portion of the common area, as a result of the construction of a building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building or for any other reason, a valid easement shall be granted to the owner of the lot encroached upon, or to the owner of the same so long as the building stands, shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability, title to any lot.

ARTICLE XI - COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

The Declarant covenants with the Association, on behalf of itself or on behalf of each subsequent owner of a lot within the properties, and each owner of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(1) To keep each dwelling unit upon a lot subject to assessment insured against loss by fire with what is commonly called Extended Coverage an amount equal to at least one hundred (100%) percent of the replacement value of such dwelling unit;

(2) To name the Association as an additional insured "as its interest may appear" so that the Association shall be entitled to receive notice of cancellation of such insurance policies (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot) which shall be issued by companies acceptable to the Association;

(3) To apply the full amount of insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot; provided, the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds);

(4) To rebuild or restore the dwelling unit in the event of damage thereto; and provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds; and

(5) To keep the dwelling unit in good repair.

In the event of non-payment of any premium for insurance required under this Article XI, the Board is authorized to pay such premium and sums paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens for assessments hereunder.

In order to facilitate insurance coverage, the Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all single family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board's complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by the Association and shall be payable solely to the homeowner's mortgagee, if any, and the Association, as insurance trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and unit mortgagee, if any, ten days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners' family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause.

The Association shall also obtain a Broad Form Public Liability Policy covering all common areas and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than \$1,000,000.00 for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

Premiums for all insurance obtained by the Board, except policies on the individual residences, shall be a common expense. Premiums for insurance obtained by the Board on individual residences shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific residence(s) so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the Laws of the State of South Carolina. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowner's policy required by the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the home owners, the Board shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3rd) of the members of the Board, or by an agent duly authorized by the Board. The Board shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such building or buildings.

Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by said insurance.

(6) In the event that any dwelling located on the Property is substantially destroyed by fire or other hazard, and the dwelling is not insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the dwelling; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this section, as notice that he does not intend to repair or reconstruct the dwelling. If the owner elects not to repair or reconstruct the dwelling, the Association shall have the first right and option to purchase such lot and dwelling in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged dwelling will result in substantial pecuniary injury to the Association or diminution in value of the remaining Property. The committee may employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days from the date of appointment. The report shall set forth such matters as the Board and committee deem pertinent, but shall contain estimates of the pecuniary injury and diminution in value along with an estimate of cost of purchase and reconstruction of the townhouse.

If the Board determines that it would be advantageous to the Association and/or to the remaining Property to purchase and reconstruct the dwelling, it shall call a special meeting by giving written notice thereof, setting forth the purpose of the meeting, to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days nor more than fifteen (15) days following notice to members. Upon an affirmative vote of at least two-thirds (2/3rds) of each class of membership present and voting, the Board will be authorized to purchase and reconstruct the dwelling and to assess all lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the dwelling. The Board may require that the assessment be paid in a lump sum; in installments during an assessment year; or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate.

Such assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Article V, Section 3, or the special assessments provided for in Article, Section 4, herein.

(b) Determination of Value. The Owner shall convey marketable title thereto to the Association upon payment to the Owner by the Association of the fair market value of the lot and dwelling in its damaged condition as determined by an appraiser selected by the Owner and approved by the Board. In the event that the Board and Owner are unable to agree upon an appraiser, each shall select an appraiser and the two shall select a third appraiser who shall jointly appraise and determine the fair market value of the lot and dwelling in its damaged condition. The appraiser(s) fees(s) shall be borne equally by the parties.

(c) Application of Insurance Proceeds. The Owner of the dwelling, prior to conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the dwelling as shall be necessary to pay all liens, mortgages, deeds of trust, taxes and encumbrances upon the lot so that the fee simple, marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the Owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be used solely as the site of an attached, single-family dwelling.

The reconstructed or repaired dwelling shall be substantially identical to the destroyed dwelling, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(e) Retention of Owner. If a dwelling is not habitable by reason of damage, and the Owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the Owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to habitable condition, whichever shall first occur. In the event a dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the Owner, unless the dwelling is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the dwelling, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, and to

enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the dwelling: provided, however, that only that dwelling which is to be reconstructed shall stand as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the dwelling, and no other portion of the property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefor.

The Association shall hold title to the lot improvements for the benefit of all members. The Board may lease or sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members. The lease rental shall be applied to the following in the order of priority: (1) to the payment of taxes, assessments, liens, encumbrances, and obligations on or secured by the lot; (2) to the maintenance, upkeep, and repair of the dwelling; (3) to payment or repayment to the members, pro rata, of the special assessment, if any, for purchase and reconstruction of the dwelling; and (4) to the general expenses of the Association. Any payment or repayment to members of the special assessment may be in cash or may be applied to the annual assessment due or to become due.

(g) Application of Declarant and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

ARTICLE XII - GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an

instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the lot owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

SECTION 4. Annexation.

(a) Land within the 16-40 acre tract described herein may be annexed by the Declarant without the consent of members provided that the FHA determines that the annexation is in accord with the general plan heretofore approved by them.

(b) Additional other residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

SECTION 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment to this Declaration of Covenants, Conditions and Restrictions.

SECTION 6. Amendment of Declaration Without the Approval of Owners. The Declarant, without the consent or approval of any other Owner shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the property or to qualify the property or any lots and improvements thereon for mortgage or improvement loans made or insured by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of South Carolina, regarding purchase or sale of such lots and improvements or mortgage interest therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Association, Government National Mortgage Association or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

No amendment made pursuant to this Section shall be effective until duly recorded in the R.M.C. Office for Charleston County.

SECTION 7. Lease of Dwelling. No dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease

and the occupancy of the unit shall be subject in all respects to the provision of this Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association, and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

SECTION 8. Conflicts. In the event of any irreconcilable conflict between the Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation, the Articles of Incorporation shall control.

ARTICLE XIII - RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwellings subject to this Declaration and any amendments thereto.

SECTION 1. Any "right of first refusal" contained in the PUD constituent documents shall not impair the rights of a first mortgagee to:

- (a) foreclose or take title to a PUD Unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) sell or lease a PUD Unit acquired by the mortgagee.

SECTION 2. Any first mortgagee who obtains title to a PUD Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such PUD Unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

SECTION 3. Unless at least two-thirds (2/3rds) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the sponsor, developer or builder) of the individual PUD Units in the PUD have given their prior written approval, the Association, corporation or trust shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by the Association, corporation or trust for the benefit of the PUD Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the PUD shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walls or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

(d) fail to maintain fire and extended coverage on insurable PUD common property on a current replacement costs basis in an amount no less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such common property.

SECTION 4. First mortgagees of PUD Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property, may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association, corporation or trust. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of units in a PUD duly executed by the PUD homeowners association, corporation or trust, and an original or certified copy of such agreement is possessed by Seller.

SECTION 5. No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD Unit owner of insurance proceeds or condemnation awards for losses to or a taking of PUD common property.

SECTION 6. A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD Unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

SECTION 7. Any agreement for professional management of the PUD, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be

executed this 20th day of December, 1983.

WITNESSES:

Ressa D. Joyner

WESTMINSTER COMPANY, INC.
BY: ROBERT H. RELLER, VICE-PRESIDENT

Lily O. Blume

BY: *Lily O. Blume* HOUSTON, ASSISTANT SECRETARY

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me *Ressa D. Joyner*,

who after being duly sworn, deposes and says that (s)he/saw the within named WESTMINSTER COMPANY, INC., by Robert H. Reller, its Vice-President, sign the within Declaration of Covenants, Conditions and Restrictions, and Jerry Houston, its Assistant Secretary attest the same, and the said Corporation,

by said officers, seal said Declaration of Covenants, Conditions and

Restrictions, and, as its act and deed, deliver the same, and that (s)he with *Lily O. Blume* witnessed the execution thereof.

SWORN to before me this 20th day of December, 1983.

Ressa D. Joyner

Lily O. Blume (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 12/30/87

" EXHIBIT A "

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, as shown and designated as Section 1, Phase I, PATRIOTS PROVINCE, on a Plat entitled, "Patriot's Province, Mt. Pleasant, S. C., Section 1, Phase I, Owner: Westminster Co., No. of Acres: 4.639, No. of Lots: 17," which said Plat is dated November 3, 1983, last revised December 14, 1983, prepared by Heaner Engineering Co., Inc., and was duly recorded in the R. M. C. Office for Charleston County on December 20, 1983, in Plat Book AV, at Page 182; said property having such size, shape, dimensions, buttings and boundings as will be shown by reference to the aforesaid Plat.

BOOK 134 895
 PATRIOTS PROVINCE ASSOCIATION, INC.
 BY LAWS
 OF
 PATRIOTS PROVINCE ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is PATRIOTS PROVINCE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5861 Rivers Avenue, Charleston, South Carolina, 29418, but meetings of members and directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

SECTION 1. "Association" shall mean and refer to Patriots Province Association, Inc., its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Board" shall mean and refer to the initial and subsequent elected Board of Directors of the Association who manage the affairs of the Association.

SECTION 7. "Declarant" shall mean and refer to WESTMINSTER COMPANY, INC., a South Carolina Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina.

SECTION 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of these By-Laws.

SECTION 10. "PUD" shall mean and refer to Planned Unit Development.

SECTION 11. "PUD Unit" shall mean lot and dwelling thereon.

ARTICLE III - MEMBERSHIP AND PROPERTY RIGHTS

SECTION 1. Membership. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of any lot subject to assessment. The voting rights of the members shall be as provided by the Declaration.

SECTION 2. Property Rights. Each member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

ARTICLE IV - MEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board or upon written request of the members who are entitled to vote one-fourth (1/4th) of all the votes of the CLASS A membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting,

shall be equivalent to the giving of such notice.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time-to-time, without notice shall than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE V - TERM OF DIRECTORS

SECTION 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect directors for a term of three (3) years.

SECTION 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may tender to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - NOMINATION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee, and may also be made from the

floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two or more members of the Association who shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting; such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2. Election. Election to the Board shall be secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII - MEETING OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday; provided, however, if the Board shall agree to meet on such legal holiday, any action taken by it shall be valid and binding.

SECTION 2. Special Meeting. Special meeting of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII - POWER AND DUTIES OF THE BOARD

SECTION 1. Powers. The Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and rights to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period

not to exceed sixty (60) days for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) employ attorneys to represent the Association when deemed necessary.

SECTION 2. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the CLASS A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each lot subject to assessment at least thirty (30) days in advance of each annual assessment period.
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

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

(g) cause the Common Area to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE IX - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

(a) The President shall be the principal executive officer of the Association, subject to the control of the Board and shall in general, supervise and control all of the business and affairs of the Association; he shall, when present, preside at all meetings of the members and of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be assigned to him by the President or by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the members and of the Board; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X - INDEMNIFICATIONS

The Association shall indemnify any Director or Officer or former Director or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

ARTICLE XI - COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint an Executive Committee and other Committees as deemed appropriate in carrying out its purpose, and each such Committee shall serve at the pleasure of the Board.

ARTICLE XII - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIII - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments for each lot subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PATRIOTS PROVINCE ASSOCIATION, INC., CHARLESTON COUNTY, SOUTH CAROLINA.

ARTICLE XV - AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration shall have the right to veto amendments while there is a CLASS B membership.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLES OF INCORPORATION
OF
PATRIOTS PROVINCE ASSOCIATION, INC.

In accordance with the applicable statutes of South Carolina, the undersigned, all of whom are residents of the State of South Carolina and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I - NAME

The name of the corporation is Patriots Province Association, Inc., hereafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The principal and registered office of the Association is located in Charleston County at 5861 Rivers Avenue, North Charleston, South Carolina.

ARTICLE III - REGISTERED AGENTS

Robert H. Reller and Reese I. Joye, Jr., whose address is 5861 Rivers Avenue, North Charleston, South Carolina are hereby appointed the initial registered agents of this Association.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property described as:

ALL that certain piece, parcel or tract of land, together with any and all improvements thereon, situate, lying and being on Coleman Boulevard, U. S. Highway 17 - 90, R/W in the Town of Mount Pleasant, County of Charleston, State of South Carolina, being designated and shown as 16.40 Acres, as shown on a Plat entitled, "Town of Mt. Pleasant, Charleston County, S. C., Plat of a 16.40 Acre Tract About to be Conveyed to Westminster Co., by Friedberg Properties of Charleston County", dated February 26, 1982, and recorded May 14, 1982, in Plat Book AV, at Page 69, in the R. M. C. Office for Charleston County.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Meane Conveyance of Charleston County, South Carolina, and as the same may be amended from time-to-time as therein provided, and declaration being incorporated herein as set forth at length.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the Common Area to such public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, and

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non Profit Corporation Law of the State of South Carolina by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any lot within the tract referred to in ARTICLE IV hereof, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE VI - VOTING RIGHTS

The Association shall have two classes of voting membership:

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

CLASS B. CLASS B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The CLASS B membership shall cease and be converted to CLASS A membership when the total votes outstanding in the CLASS A membership equal the total votes outstanding in the CLASS B membership.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are: Robert H. Reller, J. Michael Surles, Jerry H. Houston, Pam Smith, Pam Madaris, Mike Muir, Mark Hills, Fran L. Heape, and Reese L. Joye, Jr.; all of whose address is: 5861 Rivers Avenue, North Charleston, South Carolina.

The Directors shall be classified with respect to time for which they shall severally hold office by dividing them into three classes with one class of three (3), a second class of three (3), and a third class of three (3). At the first annual meeting, the members shall elect the Directors of the first class for a term of one (1) year, the Directors of the second class for a term of two (2) years, and the Director of the third class for a term of three (3) years, and at each annual meeting thereafter, the members shall elect successors to the class of Directors whose term of terms shall expire that year for a term of three (3) years.

ARTICLE VIII - LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$75,000 while there is a CLASS B membership, and thereafter shall not exceed 150% of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE IX - ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time annex additional residential properties and common area to the properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire CLASS A membership and two-thirds of the entire CLASS B membership, if any, except as provided as the Declaration.

ARTICLE X - MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire CLASS B membership, if any.

ARTICLE XI - AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the entire CLASS A membership and two-thirds (2/3) of the CLASS B membership, if any.

ARTICLE XII - AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire CLASS A membership and two-thirds (2/3) of the entire CLASS B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV - DURATION

The corporation shall exist perpetually.

ARTICLE XV - MEETINGS FOR ACTIONS COVERED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the CLASS A membership or two-thirds (2/3) of the CLASS B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XVI - AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XVII - RIGHTS OF FIRST MORTGAGES

Section 1. Notification of Default by Mortgagee. The holder of any Mortgage or Deed of Trust, under which the interest of any Owner is encumbered and which Mortgage or Deed of Trust has first and paramount priority subject only to the lien of general or ad valorem taxes and assessments (First Mortgages), on any lot shall be entitled, upon written request to the Association, to written notification by the Association of any default by the mortgagee of such lot in the performance of such mortgagee's obligations under these Articles when such default is not cured within thirty (30) days from its occurrence.

Section 2. Assent of First Mortgagees to Certain Actions by the Association. The following actions or nonactions by the Association shall require the assent in writing of at least two-thirds (2/3rds) of the First Mortgagees (based upon one vote for each first lien deed of trust) which assent shall not be arbitrarily withheld:

(a) Abandonment, partition, subdivision, encumbrance, sale or transfer of real estate or improvements thereon, which is owned by the Association for the benefit of the lots. Provided, however, that the granting of the easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this subparagraph.

(b) Alteration or amendment of the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) Waiver or abandonment of any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of any building, fence, wall or other structure upon the properties, the exterior maintenance of lots, the maintenance of party walls or common fences and driveways within the properties, or the upkeep in lawns and plantings within the properties.

(d) Use of hazard insurance proceeds for losses to improvements located on Association property for other than the repair, replacement or reconstruction of such improvements.

In the event a First Mortgagee fails to respond to a written request for assent within thirty (30) days after such request has been submitted to it by the Association, written assent will not be required by said First Mortgagee and said First Mortgagee shall be deemed to have given its assent in compliance with this Section.

SECTION 3. Taxes and Insurance. Any First Mortgagee of a lot acting alone or with other First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any property owned by the Association and may pay overdue premiums on hazard insurance policies on property owned by the Association or secure renewal of such hazard insurance coverage upon the lapse of a policy for such property, and First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE XVIII - INCORPORATORS

The names and addresses of the Incorporators are:

<u>NAME</u>	<u>ADDRESS</u>
Robert H. Reller	5861 Rivers Avenue N. Charleston, S. C. 29418
Fran L. Heape	5861 Rivers Avenue N. Charleston, S. C. 29418

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of South Carolina, we, the undersigned incorporators of this Association, have executed these Articles of Incorporation this 20 day of December, 1983.

IN THE PRESENCE OF:

Rose D. Jones
Lily O. Hanna

Robert H. Reller (SEAL)
ROBERT H. RELER

Fran L. Heape (SEAL)
FRAN L. HEAPE

ARTICLE XVI - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of PATRIOTS PROVINCE ASSOCIATION, INC., a South Carolina Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board thereof, held on the 20th day of December, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 20th day of December, 1983.

Fran L. Heape
FRAN HEAPE
Secretary

Original Declaration of Covenants, Conditions and Restrictions, By-Laws of Patriots Province Association, Inc. and Articles of Incorporation of Patriot Province Association, Inc. recorded in the R. M. C. Office for Charleston County on January 5, 1984, in Book 6-134, Page 876.

AMENDMENT NO. 1

TO

BY-LAWS

PATRIOTS PROVINCE ASSOCIATION, INC.

January 12, 1984

ARTICLE XVI is hereby added to provide for disposition of assets in the case of dissolution:

ARTICLE XVI - DISSOLUTION

Upon dissolution or other termination of the Corporation, no part of the property of the Corporation, nor any of the proceeds hereof, shall be distributed to the members of the Corporation as such, but all such property and proceeds shall, subject to the discharge of valid obligations of the Corporation, be distributed as directed by the members of the Corporation to one or more corporations or other organizations not organized for profit and operated exclusively for the promotion of social welfare and which does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office. This provision shall be irrevocable.

I certify that the above Amendment No. 1 was duly enacted at a Special Meeting held on January 12, 1984.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and Seal at Charleston, South Carolina, this 12th day of January, 1984.

Fran Heape
Fran Heape
Secretary

IN THE PRESENCE OF:
Jessie C. Davis
JESSIE C. DAVIS
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, Kathryn D. Hatfield, who after being duly sworn, deposes and says that she saw the within named FRAN HEAPE sign, seal and as her act and deed, deliver the within written Amendment No. 1 to By-Laws, Patriots Province Association, Inc., and that she with Janice C. Davis witnessed the execution thereof.

SWORN to before me this 12th day of January, 1984.
Kathryn D. Hatfield
KATHRYN D. HATFIELD (SEAL)
Notary Public for South Carolina.
My Commission expires: 10/18/88

PATRIOTS PROVINCE
RULES & REGULATIONS
As amended 5/1/99

CAR PARKING

1. The Owner or Resident of each townhouse is entitled to the use of not more than two (2) car parking spaces. These spaces should be as near and convenient to that unit as possible.
2. There should be no parking of vehicles in any area other than those designated for parking (i.e. no parking by curbs or on grassed areas).
3. Parking of vehicles in any area for more than thirty (30) consecutive days will constitute abandonment. Any such vehicle will be towed away at the owners' expense.
4. There is a designated area for the parking of recreational vehicles (i.e. boats, trailers, campers, etc). Such vehicles must be parked in the designated area, not in driveways or in front of dwellings.
5. No major vehicle repairs may be made within the confines of Patriots Province.

The Board of Directors reserves the right to deny any homeowner/resident the privilege of RV parking if the above conditions are not met.

ARCHITECTURAL CONTROL

6. No building, fence, wall, or other structure may be commenced, erected or maintained upon any property; nor may any addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height and materials have been submitted to the Board of Directors/Architectural Review Committee, and approved in writing. In the event that the Board or Committee fails to approve or disapprove the request within thirty (3) days of receipt, approval will not be required and this regulation will be deemed to have been fully complied with.

EXTERIOR MAINTENANCE

7. In addition to maintenance upon the Common Area, the Association will provide exterior maintenance as follows:
 - a) Paint
 - b) Repair, replacement and care of roofs and gutters
 - c) Exterior building surfaces
 - d) Trees and shrubs (except those planted by homeowner/resident after initial landscaping).

Such exterior maintenance does not include glass surfaces.

8. The Association shall be allowed the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this article.
9. Any homeowner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers and grass in the fenced or enclosed portion at his own expense. The Association will not be responsible for the upkeep or maintenance of any such area.

BUSINESS

10. No business activity of any kind may be conducted on any lot, or in any property.

NUISANCE

11. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.

USE OF COMMON AREAS

12. In order to facilitate proper lawn maintenance, and keep the Common Areas in a state for all to enjoy, homeowners and residents are encouraged to adhere to the following guidelines:
 - a) Personal property must not be left in common areas (including lawns and flowerbeds). Hoses should be coiled and placed as close to the unit as possible so as not to interfere with mowing and weeding.
 - b) Recreational equipment set up in any Common Area should be removed immediately after use.
 - c) Please avoid activities that may cause damage to Common Areas, thereby avoiding costly repairs and prevention of use by others.

TRASH COLLECTION

13. In accordance with Mt. Pleasant ordinances, and to avoid rummaging and scattering of trash by animals, all trash must be placed in a container with a tight fitting lid. Trashcans may be placed at the curb the night before collection and should be removed from the curb by the evening of collection day.

ANIMALS

14. No animals, livestock or poultry of any kind may be kept or maintained on any lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes.
15. All pet owners must conform to Mt. Pleasant license and leash laws. Dogs must not be allowed to roam loose around the development.
16. All pet owners must clean up after their pets.
17. Pets are not allowed on the tennis courts or within the enclosed swimming pool area.
18. Any strays, whose owners cannot be readily located, should be reported to the Animal Control Department of the Town of Mt. Pleasant.
19. Continual non-compliance with item 15 above will result in notification of to the Animal Control Department.

OUTSIDE ANTENNAS

20. No outside radio or television antennas may be erected on any lot or unit within the properties unless or until the Board of Directors or the Architectural Review Committee has granted permission.

CLOTHES DRYING

21. No drying or airing of any clothing or bedding will be permitted outdoors on any lot within the properties except between the hours of 8 a.m. and 5 p.m. on Monday through Friday and between 8 a.m. and 1 p.m. on Saturday (except when any such day falls on a holiday).

PPQA Rules & Regulations
May 1999

Clothes hanging devices such as lines, reels, poles, frames, etc., must be stored out of sight other than during the aforementioned times.

LEASE OF DWELLING

22. No dwelling may be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions, Restrictions and Bylaws of the Association. Any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

AMENITIES

23. The swimming pool and tennis courts are for the use of homeowners and residents and their guests ONLY.

SWIMMING POOL

24. Any homeowner/resident/guest using the swimming pool does so at their own risk.
25. Children, using the pool, must be accompanied by an adult AT ALL TIMES.
26. There must be absolutely no glass containers of any kind in or around the pool area.
27. Any homeowner/resident may have an unlimited number of guests during the week (Monday-Friday). On Saturday and Sunday, the number of guests should be limited to six (6). Guests should be accompanied by the homeowner/resident.
28. Homeowners/residents are responsible for their guests. No horseplay, abusive language, drunkenness or belligerence will be tolerated.
29. Parties after 6 p.m. will require a \$25 deposit with one weeks notice to the Pool Committee. Exclusive use of the pool for parties cannot be granted.

TENNIS COURTS

30. No glass containers in or around the tennis court area.
31. There must be no profanity or racket throwing.
32. Players are asked to limit playing time to one (1) hour.

GENERAL

33. A violation of any of these rules & regulations will result in the following:
- a) Written notice to the homeowner/resident in violation specifying the violation and a time period to cure the violation.
 - b) If the violation continues, fines will be levied at a rate of \$10 per day or occurrence, depending on the type violation.
 - c) Violation by a guest will result in the guest being banned from using the amenities at Patriots Province indefinitely.
 - d) Violation by a homeowner/resident may result in suspension from using the Patriots Province amenities for not less than sixty (60) days.

PPDA Rules & Regulations
May 1999

- e) The homeowner/resident may appeal their suspension, in writing, to the Board within ten (10) days. The Board's decision will be given within two (2) weeks of receipt of the appeal and is final.
- 34. Homeowners/residents whose rights to use the amenities have been withdrawn or suspended, may not use the amenities under any circumstances (i.e. not as a guest of any other homeowner/resident).
- 35. These rules and regulations are subject to change at any time. Homeowners/residents will be informed of any such changes.
- 36. The Board of Directors is not responsible for the actions of anyone under the influence of alcohol and/or drugs.

GENERAL NOTES

- 37. Any suggestions, recommendations or requests for exemption/deviation from these rules & regulations should be addressed in writing to the Board of Directors. Requests will be considered and a meeting arranged with concerned parties to discuss any such issues.

PATRIOT'S PROVINCE

PROPOSED AMENDMENTS TO THE DECLARATION AND COVENANTS AND PLANNED UNIT DEVELOPMENT OF PATRIOT'S PROVINCE

PREAMBLE

Whereas, at the February 23, 2006 Annual Meeting of the general membership of the Patriot's Province Association, Inc., certain items were discussed; to wit:

- a. The financial condition of the Association relative to its obligation of continued exterior maintenance of individual residential units.
- b. Ways and means of raising revenue for the Association to meet current and future needs, including a short term annual assessment over a period of three years, and a 0.5% transfer fee on the sale of individual homes and townhouses, to be paid by the purchasers thereof.
- c. The deterioration of the tennis court common area and the possible sale/and or development of such property as a means of raising needed revenue for current and future capital improvements.
- d. What must be done to amend our Planned Unit Development so that the setback requirements (both side and rear) of the PATIO HOMES ACT will not apply to our existing residential units and any future additions thereto.

And whereas, after a lengthy discussion of the above, the general consensus of the membership was that the Board of Directors study these issues, take whatever action it has power and means to do, recommend to the membership solutions, call for a special meeting of the membership for approval of amendments as the Covenants, Bylaws, and Articles of Incorporation of the Association so require.

Accordingly, after much study and review, the Board of Directors, at it's regularly scheduled April 1, 2006 meeting, unanimously resolved and recommended that a special meeting of the membership be called to vote on the following proposed amendments:

PROPOSED AMENDMENTS TO THE COVENANTS OF THE PATRIOT'S PROVINCE ASSOCIATION

AMENDMENT I

ARTICLE VIII EXTERIOR MAINTENANCE is hereby deleted in its entirety and in lieu thereof the following shall be substituted:

ARTICLE VIII EXTERIOR MAINTENANCE

- a. Common area. The Association shall maintain the common area.
- b. Patio Home Lots . The Association shall not provide exterior maintenance upon any Patio Home Lot, except as herein otherwise provided.
- c. Townhouse Lots . The Association shall provide exterior maintenance upon each Townhouse Lot which is subject to assessment hereunder, as follows:
 - (1) paint, repair, replace and care of roofs, gutters, exterior building surfaces, trees, shrubs, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each of such lots at all reasonable times to perform maintenance as provided herein.
 - (2) In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the owner, his family , guests, or invitees, or is caused by fire, lightening, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in the South Carolina standard fire extended coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.
 - (3) Any owner who fences or encloses any portion of his Townhouse lot (which fence or enclosure will require the prior approval of the Association), may plant trees, shrubs, flowers, and grass in the fenced or enclosed portions at his or her own expense, provided that such maintenance does not hinder the Association in performing its duties as to the townhouses, the remaining yard spaces, or the limited common area. No such maintenance by owner shall reduce the assessment payable by him to the Association. If in the opinion of the Association, any such owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The owner shall not plant any vegetation in the front of his townhouse except with the prior written approval of the Association.
 - (4) Provided, however, that a uniform plan of assessment shall be established by the Board of Directors, with a two thirds vote of the owners of such townhouse lots, in order to provide sufficient revenue to pay the cost of such maintenance, and such revenue shall be deposited in a special capital account and expended specifically for the use and benefit of said townhouse lots.

AMENDMENT II

ARTICLE IX. USE RESTRICTIONS is hereby amended by adding a new section 9 to read as follows:

“Section 9. Patio homes minimum yard requirements: Front yard- 4 feet; side yard (measured between building lines, not property lines)-8 feet; rear yard -3 feet. Provided, however, that no more than 60 percent of a patio home lot may be covered by principal and accessory buildings.”

AMENDMENT III

ARTICLE V is amended by adding a new Section 11, to read as follows:

“RESERVE FUND AND CONTRIBUTION TO RESERVE FEE.”

- (a) The Association may establish reserve funds from it’s annual or special assessments and/or the contribution to reserve fees as described in subsection (b) below, including the proceeds from the sale of any Association; real or personal property, to be held in reserve in an interest bearing account or otherwise invested, as a reserve fund for:
 - (1) Major rehabilitation or major repairs of infrastructure on or leased by the association;
 - (2) For emergency and other repairs as a result of storm, fire, natural disaster or other casualty loss;
 - (3) Recurring periodic maintenance; and
 - (4) Initial cost of any new service to be performed by the Association.
- (b) Upon each transfer (as hereafter defined) of any lot subject both to the terms of these Covenants and the jurisdiction of the Association, the Association shall be paid a “Contribution to Reserve Fee” equal to 0.50 percent of the gross purchase price for such property.
- (c) For purposes of these Covenants, the Contribution to Reserve Fee shall not be considered an annual or special assessment, and shall be specifically excluded from all calculations related thereto.
- (d) For purposes hereof a “transfer” shall be deemed to occur upon the execution of a deed, instrument, or similar writing whereby any property or any interest therein, is sold, granted, conveyed or otherwise transferred.

The Contribution to Reserve Fee shall be paid to the Association at, or prior to, the time the deed, instrument, or other document evidencing the transfer of the property, or interest therein, is recorded in the RMC Office for Charleston County, South Carolina, but in no event no later than 30 days after the date said deed instrument, or other document evidencing the transfer, is recorded in Charleston County, South Carolina.

- (e) Payment of the Contribution to Reserve Fee shall be the liability of the purchaser or grantee of the property. In the event there is more than one grantee, all of said grantees shall be jointly and severally liable for

the Contribution to Reserve Fee. Any agreement between the grantee and grantor or any other person with regard to the allocation of the responsibility of payment of said fee shall not affect the liability of the grantee to the Association.

- (f) The above described Contribution to Reserve Fee shall not apply to the following:
- (1) A transfer made as a gift without consideration, if the grantee shall have been at the time of transfer the spouse, lineal descendent, or lineal ancestor of the grantor, by blood or adoption; or
 - (2) A transfer to the trustee of a trust in exchange for a beneficial interest received by the grantor in such trust to the beneficiary or beneficiaries of the trust; or
 - (3) A transfer by a court order or to a mortgagee in lieu of foreclosing a mortgage or by operation of law without actual consideration, including, but not limited to, a transfer occurring by virtue of death or bankruptcy of an owner of a property or an interest therein; or
 - (4) A transfer to an escrow agent, trustee or qualified intermediary pursuant to a "like kind exchange" in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended; or
 - (5) A transfer of property to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer of the stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor; or
 - (6) A transfer of property from a corporation, partnership, or trust to a stockholder, partner, or trust beneficiary of the entity, provided no consideration is paid; or
 - (7) A transfer to or from a family partnership or from a family trust provided no consideration is paid for the transfer.
- (g) Any party claiming to be exempt from payment of the Contribution to Reserve Fee to the Association shall submit to the Association a copy of the deed, or other affidavit signed under oath by the grantee attesting the basis upon which the transfer is claimed to be exempt from the herein described Contribution to Reserve Fee, in whole or in part, and the name and mailing address of the grantee.
- (h) The Association may require the grantor and/or grantee of the property, or interest therein which is transferred to provide the Association with copies of documentation associated with the transfer such as a copy of the executed closing statement, the applicable contract of sale and/or the deed or other instrument evidencing the transfer.
- (i) In the event the Contribution of the Reserve Fee is not paid to the Association when due, a delinquent payment fee not to exceed five

percent of the unpaid amount per month for the due date and each month thereafter until paid shall be added to the contribution to reserve fee so long of any portion thereof remains unpaid. Additionally, if the contribution to reserve fee is not paid to the association when due, the amount of such fee plus the delinquent payment fee and all costs of collection thereof including, but not limited to, reasonable attorney fees, shall be a charge and continuing lien on the property transferred in the hands of the owner, his or her heirs, designees, personal representative, tenants, successor and/ or assigns. If the Contribution to Reserve Fee is not paid to the Association when due, the Association may bring an action at law against the owner personally obligated to pay same for such fee (including any delinquent payment fee, costs and a reasonable attorney fee for any such action) and/or foreclose the lien for such fee (including any delinquent payment fee, cost, and reasonable attorney fees of any such action). Notwithstanding the establishment of the above described lien or any unpaid Contributions to Reserve Fee together with any delinquent payment fee and cost of collection, said lien shall be subordinate to the lien of any purchase money mortgage placed upon the property in connection with or arising out of the transfer upon which the unpaid Contribution to Reserve Fee is based.

- (j) The Contribution to Reserve Fee shall be effective as to property transfers on or after a date to be determined by the Board of Directors of the Association.

AMMENDMENT IV

THE PLANNED UNIT DEVELOPMENT OF PATRIOT'S PROVINCE

THE PLANNED UNIT DEVELOPMENT OF PATRIOT'S PROVINCE as approved by Ordinance on March 8, 1982, by the Town Council of the Town of Mt. Pleasant for a Townhouse Development project, and subsequently amended on April 6, 1987 by an Ordinance of said Town Council to allow Patio Homes on the then unbuilt portion of said project, is hereby amended, and as well as any restrictive covenants relative thereto, so as to permit a plan of development and/ or sale of the tennis court common area and so much of the common area adjacent thereto for purposes of constructing thereon no more than six Townhouse residences which will be subject to all restrictions and covenants of Patriot's Province Association.

NOTE: A FAVORABLE VOTE ON THIS AMMENDMENT DOES NOT AUTOMATICALLY TERMINATE THE CURRENT USE AND ENJOYMENT OF THE TENNIS COURT COMMON AREA. ITS PURPOSE IS TO EMPOWER THE ASSOCIATION TO DEVISE A PLAN OF DEVELOPMENT FOR SUCH PROPERTY AND OBTAIN PRELIMINARY APPROVAL FROM THE PLANNING

COMMISSION AND TOWN COUNCIL OF THE TOWN OF MT. PLEASANT. ANY FUTURE SALE OF SUCH PROPERTY WOULD REQUIRE A VOTE OF THE MEMBERSHIP, UPON TERMS AND CONDITIONS SATISFACTORY TO THE MEMBERSHIP, AND THE NET PROCEEDS THERE FROM WOULD BE DEPOSITED IN THE CAPITAL OR RESERVE ACCOUNTS FOR THE BENEFIT OF THE ASSOCIATION.

AMMENDMENT V

THE PLANNED UNIT DEVELOPMENT OF PATRIOT'S PROVINCE

THE PLANNED UNIT DEVELOPMENT OF PATRIOT'S PROVINCE as approved by ordinance on March 8, 1982, by the Town Council of the Town of Mt. Pleasant for a Townhouse Development project, and subsequently amended on April 6, 1987 by an ordinance of said Town Council to allow Patio Homes on the then unbuilt portion of said project, is hereby amended to permit the Patio Homes Minimum Yard requirements as set forth in the Proposed Amendment II above. (Or as same may be approved by the Planning Commission and the Town Council of the Town of Mt. Pleasant.)

AMMENDMENT VI

VOTE FOR A LIMITED INCREASE IN THE MAXIMUM ANNUAL ASSESSMENT

PERSUANT TO ARTICLE V, Section 3 (a) and (b), of the Covenants and Restrictions of Patriot's Province Association, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED BY THE SUM OF \$1000.00 PER LOT FOR A PERIOD NOT TO EXCEED THREE ANNUAL ASSESSMENT YEARS. THE ASSESSMENT YEARS DO NOT NEED TO BE CONSECUTIVE. WITH SUCH LIMITATIONS, THE BOARD OF DIRECTORS SHALL DETERMINE THE AMOUNT AND THE EFFECTIVE DATE OF SUCH ASSESSMENT.

BB 632PG081

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT
)	DECLARATION OF COVENANTS
COUNTY OF CHARLESTON)	CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR PATRIOT'S PROVINCE ASSOCIATION is made on the date hereinafter set forth by at least seventy-five (75%) percent of the Owners of the lots in Patriot's Province (together with their heirs, successors and/or assigns) hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Patriot's Province dated December 20, 1983 and recorded in Book G134, Page 876 in the Charleston County RMC Office allows for the modification of said Declaration upon proper execution and recordation of a written instrument signed by at least seventy-five (75%) percent of the Owners of the lots in Patriot's Province; and,

WHEREAS, at least seventy-five (75%) of the Owners desire to amend the Declaration of Covenants Conditions and Restrictions as set forth herein; and,

WHEREAS, this FIRST AMENDMENT to the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS has been signed by at least seventy-five (75%) percent of the Owners of lots in Patriot's Province;

NOW THEREFORE, pursuant to the Declaration of Covenants Conditions and Restrictions referenced above, the Owners of the lots in Patriot's Province hereby amend Article XII Section 3 of the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS for Patriot's Province as stated below.

ARTICLE XII - GENERAL PROVISIONS

SECTION 3. Amendment. Amendments to this Declaration shall be proposed and adopted in the following manner:

- (1) Notice of the proposed amendment shall be included in the notice of the meeting of the Association at which the proposed amendment is to be considered and shall be sent to each member of the Association.
- (2) At such meeting, a resolution adopting a proposed amendment may be proposed by the Board of Directors. Such amendment must be approved by Owners, in person or by proxy, holding at least sixty (60%) percent of the total votes in the Association. Provided, however, that any amendment which materially and adversely affects the security interest of any Mortgagee must be approved by such Mortgagee.

B 632PG082

2

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

IN WITNESS WHEREOF, the undersigned parties, representing at least seventy-five (75%) percent of the lot owners in Patriot's Province have caused these presents to be executed this 22nd day of May, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

William L. Ayer

[Signature]

By: Adkins, Susan and Stabene, Eric
(As to Lot 29)

[Signature]

Sherry Arnold

By: Arnold, Sherry
(As to Lot 15)
[Signature]

By: Ayer, William L.
(As to Lot 11)

[Signature]

Lexa Ayer-Owens

[Signature]

By: Ayer-Owens, Lexa
(As to Lot 55)

[Signature]

Laurel E. Bane

[Signature]

By: Bane, Laurel E.
(As to Unit B Bldg. 3 Phase I Sec. 1)

[Signature]

Haryette Berry

[Signature]

By: Berry, Haryette
(As to Lot 31)

BK B 632PG102

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5-23-07

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Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
MISC/AMEND	\$ 27.00
Postage	
TOTAL	\$ 27.00

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MD 651 PB 451

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

SECOND AMENDMENT
 DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS FOR PATRIOT'S PROVINCE ASSOCIATION
 is made on the date hereinafter set forth by at least sixty (60%) percent of the Owners of
 the lots in Patriot's Province (together with their heirs, successors and/or assigns)
 hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Declaration of Covenants Conditions and Restrictions for
 Patriot's Province dated December 20, 1983 and recorded in Book G134, Page 876 in the
 Charleston County RMC Office and amended July 11, 2007 and recorded in Book B632,
 Page 081 in the Charleston County RMC Office allowed for the modification of said
 Declaration upon the approval by at least sixty (60%) percent of the Owners of the lots in
 Patriot's Province; and,

WHEREAS, at least sixty (60%) percent of the Owners desire to amend the
 Declaration of Covenants Conditions and Restrictions as set forth herein; and,

WHEREAS, this SECOND AMENDMENT to the DECLARATION OF
 COVENANTS CONDITIONS AND RESTRICTIONS has been approved by at least
 sixty (60%) percent of the Owners of lots in Patriot's Province;

NOW THEREFORE, pursuant to the Declaration of Covenants Conditions and
 Restrictions referenced above, the Owners of the lots in Patriot's Province hereby amend
 Articles IX and XII of the DECLARATION OF COVENANTS CONDITIONS AND
 RESTRICTIONS for Patriot's Province as stated below.

ARTICLE IX – USE RESTRICTIONS

Section 7. Outside Antennas. No outside radio or television antennas or satellite
 dishes shall be erected on any lot or dwelling unit within the properties unless and until
 permission for the same has been granted by the Board of Directors or its Architectural
 Review Board. Permission will not be granted for the erection of any antennas or
 satellite dishes if they are visible from the street. Owners with antennas or satellite dishes
 that have not already received Board permission will have 90 days in which to seek
 permission or to remove the unauthorized structure.

ARTICLE XII - GENERAL PROVISIONS **11 D 651 PG 452**

Section 7. Lease of Dwelling. No dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit. No Owner may lease or rent any dwelling unit for a period of less than twelve (12) consecutive months. Individual dwelling units may only be leased or rented to one family unit or to no more than two unmarried persons.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be executed this 12th day of February, 2008 and do hereby affirm that the approval of this amendment by at least sixty (60%) of the Owners was lawfully obtained in accordance with Article XII of the Declaration of Covenants Conditions and Restrictions for Patriot's Province Association.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Susan J. Gross
Witness
Martin Bowen
Witness

Lexa Ayer Owens
Signature
Lexa Ayer Owens President HOA
Name/Title
1011 Provincial Circle
Address Mt. Pleasant SC

Susan J. Gross
Witness
Martin Bowen
Witness

Denise N. DiSalvo
Signature DENISE N. DI SALVO
Board Member HOA
Name/Title
1049C Provincial Circle
Address Mt. Pleasant 29461 SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me by its makers. Sworn to and Subscribed Before Me,

This 12th Day of February, 2008.

[Signature]
Notary Public of South Carolina

My Commission Expires
July 14, 2013

EXHIBIT

BOOK 651 PG 453

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) FIRST AMENDMENT
) BY-LAWS OF PATRIOT'S
) PROVINCE ASSOCIATION, INC.

THIS AMENDMENT TO THE BY-LAWS FOR PATRIOT'S PROVINCE ASSOCIATION, INC. was approved on the date hereinafter set forth at a special meeting by a majority of a quorum of members present in person or by proxy.

WITNESSETH:

WHEREAS, the BY-LAWS for Patriot's Province Association are recorded along with the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS in Book G134, Page 876 in the Charleston County RMC Office.

WHEREAS, a majority of the members desire to amend the BY-LAWS as set forth herein; and,

WHEREAS, this FIRST AMENDMENT to the BY-LAWS has been approved by a majority of a quorum of members present or by proxy at a special meeting;

NOW THEREFORE, pursuant to the By-Laws referenced above, the members of the Patriot's Province Association hereby amend Article VI of the BY-LAWS for the Patriot's Province Association, Inc. as stated below.

ARTICLE VI - NOMINATION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee, and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board and two or more members of the Association who shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting; such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Any nomination may only be made from among members and only one family member may serve on the Board at any one time.

BRD 651PG454

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Barbara Stuber

Witness

Susan [Signature]
Witness

Lexa Ayer Owens

Signature

Lexa Ayer Owens President
Name/Title HOA

1011 Provincial Circle
Address Mt Pleasant SC 29464

Barbara Stuber

Witness

Susan [Signature]
Witness

Denise N. DiSalvo

Signature

Denise N. DiSalvo Board Member
Name/Title HOA

1049 Provincial Circle
Address Mt. Pleasant 29464, SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me by its makers. Sworn to and
Subscribed Before Me,

This 12th Day of February, 2008.

[Signature]
Notary Public of South Carolina

**My Commission Expires
July 14, 2013**

Index the 2 that signed per C+D

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February 13, 2008
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Charlie Lybrand, Register
Charleston County, SC

Filed By:

JT *JK*

JAMES STROUD
96 BROAD ST
NO 303
CHAS SC 29402

Number of Pages:

5

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TOTAL	\$ 10.00

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