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STATE OF SOUTH CAROLINA	)	AMENDED AND RESTATED
	)	DECLARATION OF COVENANTS,
	)	CONDITIONS AND RESTRICTIONS
COUNTY OF CHARLESTON	)	FOR THE RESERVE AT WANDO LAKES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESERVE AT WANDO LAKES (hereafter the "Declaration") is made this 24th day of November, 2003, by WANDO RESERVE, LLC (the "Declarant") as regards all of that certain real property (the "Property") located in Charleston County, South Carolina more particularly described on the attached Exhibit A.

WITNESSETH:

WHEREAS, the original Declaration of Covenants Conditions, and Restrictions for the Reserve at Wando Lakes ("Original Declaration") dated January 23, 2003 was filed on January 23, 2003 in Book Z-433, page 791 in the Register of Mesne Conveyance Office for Charleston County, South Carolina;

WHEREAS, Section 13.03 of the Original Declaration provides that at any time and from time to time the Declarant may amend the Original Declaration for so long as Class B membership exists in the Association;

WHEREAS, Declarant's Class B membership in the Association still exists and Declarant desires to complete, amend and restate the Original Declaration;

WHEREAS, it is the intent of the Declarant that the Original Declaration be terminated and have no further force or effect and and thereupon wholly replaced and superseded with this Declaration;

WHEREAS, Declarant desires to subject the Property to the certain covenants, conditions, easements and restrictions of this Declaration, and Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, easements, and restrictions of this Declaration which are for the purpose of protecting the value and desirability of the Property. The covenants, conditions, easements, and restrictions of this Declaration shall run with the land which comprises the Property, shall touch and concern said land, shall inure to the benefit of each person owning a individual lot within the Property, and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration (as provided below), unless inconsistent with the context hereof, shall have the following meaning:

Section 1.01 **"Association"** shall mean and refer to the The Reserve at Wando Lakes Association, Inc., a not-for-profit membership corporation, or any successor of the Association by whatever name, charged with the duties and obligations set forth in this Declaration. In the event the

Association merges with or into any other organization, then Association shall mean the surviving entity.

Section 1.02 **"Association's Charter Documents"** shall mean and refer to the basic documents creating and governing the Association, including but not limited to this Declaration, the Association's Articles of Incorporation and By-Laws, as well as any procedures, rules, regulations, or policies adopted under such documents by the Association or its duly authorized committees.

Section 1.03 **"Architectural Review Board"** shall mean and refer to that certain committee appointed by the Association's Board of Directors and charged with reviewing, approving, or rejecting proposed changes to the improvements constructed on the Property when such changes are either on the exterior of the improvements or, as to windows, window treatments, and/or window display objects, visible from the exterior of such improvements, and such other functions as are described in this Declaration or authorized under the By-Laws of the Association.

Section 1.04 **"Board of Directors"** or "Board" shall mean and refer to the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, management, and improvements in and of the Property.

Section 1.05 **"By-Laws"** shall mean and refer to the By-Laws of the Association that establish the methods and procedures of its operation, a copy of which is attached an incorporated herein as Exhibit C.

Section 1.06 **"Common Area"** shall mean and refer to that portion of the Property and improvements thereon, if any, to be owned by the Association for the common use and enjoyment of the Owners on a non-exclusive basis. Such Common Area as may be more fully shown on that certain plat titled "THE RESERVE AT WANDO EAST, TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, FINAL PLAT LOTS 1-5, A 0.98 ACRE RIGHT-OF-WAY, AND 2.68 ACRES FUTURE DEVELOPMENT" by E.M. Seabrook, Jr., Inc., dated June 21, 2002, and recorded January 23, 2003, in Plat Book EG, Page 124, in the Register of Mesne Conveyance Office for Charleston County, South Carolina (the "Plat"). The Common Area shall be used for the common use and enjoyment of all of the Owners (subject to fee schedules and rules of the Association)

Section 1.07 **"Declarant"** shall mean and refer to Wando Reserve, L.L.C, its successors, and assigns. For the purpose of evidencing that Declarant's rights hereunder have been assigned and obligations assumed by any party, Declarant may record an assignment or deed in the Register of Mesne Conveyance Office for Charleston County, South Carolina. Upon such recording, Declarant's rights and obligations hereunder shall cease and terminate to the extent provided in such document.

Section 1.08 **"House"** shall mean and refer to a single-family residential dwelling unit of not more than two stories in height. House and dwelling house are synonymous with dwelling unit or dwelling home or unit.

Section 1.09 **"Lot"** shall mean and refer to any parcel of land shown upon any plat of the Property, with the exception of the Common Area, but together with all appurtenances and improvements now or hereafter such Lot.

Section 1.10 **"Member"** shall mean and refer to any person or entity holding membership in the Association, which membership is granted to an "Owner" as that term is defined below.

Section 1.11 **"Mortgagee"** shall mean and refer to a beneficiary of a mortgage, as well as a named mortgagee. "First Mortgagee" shall mean and refer to any person named as a Mortgagee under a mortgage or any successor to the interest of any such person under a mortgage, which mortgage is not subject to any prior lien or encumbrance except liens for taxes or other liens, which are given priority by statute.

Section 1.12 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of a debt or other obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceeding.

Section 1.13 **"Property"** shall mean and refer to that certain real property described on the attached Exhibit A and any additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration.

Section 1.14 **"Rules and Regulations"** shall mean rules, regulations, and standards as are adopted and published by the Association's Board of Directors from time to time regarding the use, repair, maintenance, design, and replacement of Common Area, improvements thereon, or the personal conduct of Owners and their tenants, invitees, employees, and clients. Rules and Regulations also include penalties and fines as may be established by the Association's Board of Directors as deterrent for violating this Declaration and the Rules and Regulations.

Section 1.15 **"Subdivision"** shall mean and refer to the Property as described in Exhibit A, as well as any additions, subdivisions, or plattings thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 2.01 **Membership**. Every Owner shall be a Member of the Association. Membership shall be appurtenant to ownership of a Lot and may not be separated therefrom.

Section 2.02 **Classes of Membership.** The Association shall have two classes of membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned, except as otherwise provided for herein. 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 as to any such Lot.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following events:

(a) At the option of Declarant evidenced by a recorded notice executed by Declarant; or

(b) Ten (10) years after the first sale of any Lot; or

(c) Four (4) months after ninety (90%) percent of the Lots (including any additional Lots purusant to a supplemental declaration or plat) have been conveyed to Owners other than Declarant.

Section 2.03 **Compliance with Association's Charter Documents.** Each Owner shall abide by, benefit from, and agrees to be bound by each provision, covenant, condition, easement, rule, and restriction contained in the Association's Charter Documents. The obligations, burdens, and benefits of membership in the Association touch and concern the land which constitutes the Property and shall be covenants running with the Property for the benefit of all Lots and Common Area within the Property.

ARTICLE III
POWERS OF THE BOARD OF DIRECTORS

Section 3.01 **Powers.** The Association's Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use, repair, maintenance, design, and replacement of the Common Area and any improvements which may be constructed thereon. Such rules and regulations may address the personal conduct of the Owners and their tenants, invitees, employees, and clients and to establish penalties for the infraction thereof;

(b) administer, manage, repair, and maintain the Common Area; provided, however, if the Board of Directors does not repair or maintain the Common Area, the Declarant shall have the right (but not the obligation) to do so at the expense of the Association;

(c) exercise for the Assocation all powers provided in the By-Laws, as amended from time to time, including without limitation, the power to suspend the voting rights of an Owner during any period in which such Owner is 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 ninety (90) days for infraction of published rules and regulations of the Association, unless such infraction is ongoing, in which case the rights may be suspended during the period of the infraction and for up to ninety (90) days thereafter;

(d) exercise for the Association all powers, duties, and authority vested in or delegated to the Board of Directors and not reserved to the membership or Declarant by other provisions of the Association's Charter Documents;

(e) Grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(f) To the extent allowed by law, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions. Notwithstanding anything herein to the contrary, the Association shall not be allowed to reduce the amount of the annual assessment at any time there are any such loans with an outstanding balance due.

ARTICLE IV
RIGHTS IN THE COMMON AREA

Section 4.01 **Dedication**. Declarant may designate certain areas of land and improvements within the Property as Common Area, which is intended for use by the Owners. To the extent such Common Area can be conveyd by deed, Declarant will convey such Common Area to the Association by means of a quitclaim deed within four (4) years after the date of the sale of the first Lot to an Owner. Provided, however, the Declarant intends and expects to dedicate all or a portion of the Property's roads and rights of way to the Town of Mount Pleasant or other duly organized authority having or accepting jurisdiction and maintenance over such roads. To the extent a portion of the Common Area cannot be conveyed by deed, Declarant will convey such Common Area by means of a bill of sale and resolution. The Common Areas are not for use by the general public, but are reserved for the common use and enjoyment of the Owners as more fully provided in this Article.

Section 4.02 **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, but subject to the following provisions:

(a) The Declarant, or the Association with the prior written consent of Declarant which consent Declarant may withhold in its sole and unfettered discretion, shall have the right at any time and from time to time to build recreational facilities on, over, under, and above the Common Area.

(b) The Declarant (or the Association as Declarant's successor) shall have the right to suspend the voting rights and right by an Owner to use the Common Area or portions thereof for any period during which any assessment against his Lot remains unpaid. Further, for a period not to exceed sixty (60) days from the last date of infraction for any infraction of its published rules and regulations, except that such suspension shall not, in any manner, interfere with the rights of the Owner, his family members, guests, licensees, invitees and tenants to free access for purposes of ingress and egress to and from his Lot.

(c) The Declarant (or the Association as Declarant's successor) shall have the right to dedicate, transfer, assign or grant permission to use all or any part of the Common Area by any governmental subdivision, public agency, authority or public or private utility for such purposes and subject to such conditions as may be agreed to by the Declarant or the Association

Section 4.03 **Delegation of Use**. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the By-Laws of the Association and any rules and regulations promulgated in accordance with this Declaration.

ARTICLE V
INSURANCE

Section 5.01 **Duty to Obtain and Maintain Insurance**. The Association is only obligated to obtain and maintain property insurance on the insurable Common Area, liability insurance on the Common Area, and insurance on the Board of Directors and Officers of the Association in amounts as the Association deems desirable in its own discretion. All premiums for such insurance shall be a common expense payable through assessments levied by the Association. All proceeds shall be made payable to the Association and used to repair, replace, or compensate the property or liability

for which the insurance was carried. If a claim arises out of or as a result of the actions or omissions of an Owner, Owner's family members, or tenant, guest, invitee, or agent and the claim proceeds payable to the Association are subject to a deductible, the Association shall have the right (but not obligation) to pursue payment or reimbursement of the deductible from the party responsible for the damage giving rise to the claim. If an Owner does not reimburse the Association for the insurance deductible or other expense within thirty (30) days of demand therefore, the Association shall have the power and authority to assert an assessment lien against such Owner.

Section 5.02 **Other Insurance.** The Association may obtain insurance against such other risks of a similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 5.03 **Insurance Obtained by Owners.** It shall be the responsibility of each Owner, at such Owner's expense, to maintain all perils insurance (including, but not limited to flood, if applicable, wind, hail, fire, and general hazard) on such Owner's real and personal property and furnishings. Such insurance must be for full replacment value (without any consideration for depreciation) and public liability insurance covering such Owner's Lot, House, and all of its other real and personal property. Further, an Owner may obtain such other and additional insurance coverage, as such Owner, in such Owner's sole discretion, shall conclude to be desirable. Any insurance obtained by an Owner must include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant should Declarant be the Owner of any Lot.

Section 5.04 **Distribution of Insurance Proceeds.** In the event of a distribution of insurance proceeds or condemnation awards allocable among the Lots for losses to, or taking of, all or part of the Common Area, neither an Owner nor any other person shall take priority in receiving the distribution over the right of any Mortgagee which is a beneficiary of a mortgage against the Owner's Lot.

ARTICLE VI
INCIDENTS OF LOT OWNERSHIP

Section 6.01 **No Partition.** The Common Area, if any, shall be owned by the Association and no Owner, group of Owners, or the Association shall bring any action for partition or division of such area.

Section 6.02 **Subject to Easements, Restrictions, and Covenants.** The Owner of every Lot within the Subdivision is subject to the easements, restrictions, and covenants set forth in this Declaration, including any amendments thereto.

Section 6.03 **Declarant's Right to Use of Common Area.** Declarant (or the Association as Declarant's successor) shall have a non-exclusive easement to make use of the Common Area, as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain maintenance and storage facilities in the Common Area for use by the Association or Declarant.

Section 6.04 **Roads and Streets.** Declarant intends and expects to dedicate some or all of the Property's roads and rights of way to the Town of Mount Pleasant, County of Charleston, or other duly organized authority having or accepting jurisdiction and maintenance over such roads. The

Board shall cooperate with the applicable traffic and fire control officials to post public and private drives, roads and streets with traffic control, fire lanes and parking regulation signs. All roads not dedicated to the general public and accepted by the Town of Mount Pleasant or County of Charleston shall be designated as "privately maintained roads" on a plat or survey recorded in the Register of Mesne Conveyance Office for Charleston County, South Carolina. All roads so designated and dedicated as "privately maintained roads" shall be a part of the Common Area of the Association and shall be maintained by the Association. Such maintenance will include but not be limited to periodic maintenance of the surface of the roads and regular snow, ice, and trash removal and the cost of such maintenance shall be included as part of the annual assessment to Owners. The roads designated as "privately maintained roads" may not be engineered or constructed in accordance with Charleston County standards. Private driveways located on the Property shall be maintained by the Owners of the Lots on which they are located

ARTICLE VII
ASSESSMENTS

Section 7.01 **Obligation.** All Owners shall be obligated to pay the monthly assessments, annual assessments, and special assessments, if any, imposed by the Board of Directors to meet the estimated common expenses of maintenance, operation, and management of the Property and performance functions of the Association. Assessments shall be based upon the Association's estimated cash requirements as the Board of Directors shall determine from time to time and calculated as set forth below. Estimated expenses include, but are not limited to: the cost of maintenance and operation of the Common Area, if any; expenses of management; taxes and special governmental assessments pertaining to the Common Area unless apportioned and separately assessed to each Lot; insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, drainage, care of grounds, lighting within the Common Area; repairs and renovations to and within the Common Area; wages; water and utility charges for the Common Area; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any deficit remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for maintenance, repair and replacement of improvements within the Common Area on a periodic basis, as needed. The omission or failure of the Association to fix the assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorata refunds of any assessments in excess of the actual or necessary expenses incurred prior to the end of the fiscal year.

Section 7.02 **Calculation and Apportionment.** The Owner of each Lot shall be responsible for his or her share of the common expenses which will be determined by dividing the total estimated common expenses for a particular period by the total number of Lots. Declarant, in its sole discretion, may choose to delay the start of assessments of any Lot, including Lots owned by Declarant.

Section 7.03 **Date of Commencement of Annual Assessment; Due Dates.** The annual assessment required by this Article shall commence in the year of Declarant's first conveyance of a Lot (the "Commencement Date"). The annual assessment shall be calculated on a calendar year

basis and written notice of the Owners' respective shares of the assessment shall be delivered by U S. Mail, postage prepaid, to the last known mailing address of each Owner not later than January 1st of each year. Each Owner shall be obligated to pay the Treasurer of the Association the assessment(s) relating to his or her Lot(s) on or before the first day of February for the year to which the assessment relates, or in such other reasonable manner as the Board of Directors shall designate. If an assessment is not paid by the 15th day of February, any unpaid portion of the assessment shall begin accruing interest at the South Carolina statutory rate for judgments until the unpaid portion of the assessment and accrued interest thereon is paid.

Section 7.04 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by this Article, the Board of Directors may levy special assessments payable in such manner and over such a period as the Board may determine. The purpose of the special assessments shall be for paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Area, if any, or for any other expense, liability, or purchase incurred or to be incurred, as provided in this Declaration. Any amounts assessed under this section shall be assessed to Owners in the same proportion as provided in this Declaration for regular assessments. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners and no payment shall be due less than thirty (30) days after such notice shall have been given. Special assessments shall bear interest at the same rate as regular assessments as set forth in this Declaration from the date it becomes due and payable if not paid within fifteen (15) days after such date, unless otherwise determined by the Board.

Section 7.05 **Assessment Lien.** All sums assessed but unpaid for the share of common expenses or the share of special assessments chargeable to any Lot shall constitute a lien on such Lot and improvements thereon. This lien will be superior to all other liens and encumbrances, except for: (a) tax and special governmental assessment liens on the Lot and improvements thereon; and (b) all sums unpaid on any prior mortgage of record, including all unpaid obligatory advances as may be provided by such encumbrance. To evidence the lien as herein permitted, the Association may (but shall not be required to) prepare a written notice setting forth the address of the Association, the amount of such unpaid indebtedness, the amount of accrued penalty thereon, and a description of the Lot subject to the lien, and record the lien in the Register of Mesne Conveyance Office for Charleston County, South Carolina. Such lien for assessments shall attach from the due date of the assessment, whether or not recorded. The lien may be enforced by foreclosure on the defaulting Owner's Lot by the Association in the manner for foreclosing a mortgage on real property under the laws of the State of South Carolina. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid assessments, any penalties and interest thereon, the cost of expenses of such proceedings, the cost and expenses for filing the notice of the lien, and all of the Association's reasonable attorneys' fees in connection with the lien's preparation, filing, and foreclosure. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any Mortgagee holding a lien on a Lot and improvements thereon may pay any unpaid assessment payable with respect to such Lot and improvements thereon, and any and all costs and expenses with respect thereto, and upon such payment shall have a lien on such Lot and improvements thereon for the amounts paid with the same priority as the lien of the mortgage. By accepting a deed to a Lot, each Owner shall thereby waive and release any and all rights and claims said Owner may have in and to the Lot as a homestead exemption or any other exemption, with the waiver and release to be applicable only with respect to assessment liens imposed pursuant to this Declaration.

Section 7.06 **Personal Obligation of an Owner**. Without prejudice to the lien rights described above, the amount of any assessment chargeable against any Lot and its improvements will also be a personal and individual debt of the Owners. No Owner may exempt himself from liability for the assessment by abandonment of a Lot or waiver of the use or enjoyment of all or any part of the Common Area. The Association may initiate a lawsuit to obtain a judgment for unpaid common expenses, any penalties and interest thereon, the cost and expenses of court proceedings, and all reasonable attorneys' fees in connection therewith, without foreclosing or waiving the assessment lien provided above.

Section 7.07 **Notice to Mortgagee**. The Association shall report to any Mortgagee of a Lot any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall become due, if such Mortgagee first shall have furnished to the Association written notice of the mortgage and a request for notice of unpaid assessments.

Section 7.08 **Statement of Status of Assessment Payment**. Upon payment of a reasonable fee not to exceed $50.00 and upon the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Board of Directors shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot. Unless such statement shall be issued (which shall include posting in the United States mails) within thirty (30) days after written request, all unpaid assessments which became due prior to the making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. If the request is made by a prospective purchaser and the statement is not furnished within the 30 day period provided above, and nor is the statement furnished within ten (10) days after an additional written request is made by such prospective purchaser, and the purchaser subsequently acquires the Lot, then both the lien for the unpaid assessment and the personal obligations of the purchaser shall be released automatically.

Section 7.09 **Personal Liability of Purchaser for Assessments**. Subject to the provisions of Section 7.08, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot up to the time of conveyance to the purchaser, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 7.10 **Reserves and Working Capital.** The Association shall establish and maintain an adequate reserve fund as determined by the Board. The purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board, periodic maintenance, repair, and replacement of improvements to the Common Areas, which the Association may be obligated to maintain. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Association shall collect a "working capital contribution" from the transferee of each Lot at the time of the transferee's closing on his or her Lot. The amount of the working capital contribution shall be determined by the Board from time to time, but shall not exceed fifty percent (50%) of the then-prevailing annual assessment amount unless approved by a vote of the Owners. This working capital contribution is intended to be a recurring fee that is collected from a transferee each time a Lot is purchased or otherwise conveyed to a new Owner. Provided, however, that a conveyance to a divorcing spouse pursuant to divorce settlement or decree, or conveyance into an Owner's trust (or out of an Owner's trust if conveyed to the Owner) pursuant to Owner's estate planning, shall not be considered a conveyance to a new Owner.

ARTICLE VIII
PROTECTIVE COVENANTS

Section 8.01 **The Reserve at Wando Lakes Declaration**. Each Owner, as well as the Association, shall have the power to enforce the easements, covenants, and restrictions contained in this Declaration. Pursuant to the Association's Bylaws, the Board of Directors may adopt rules and regulations from time to time regarding use of the Common Area and regarding the Property.

Section 8.02 **Conformity and Approval of Structures**. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with this Declaration.

Section 8.03 **Subdivision of Lot**. No lot shall be subdivided except as provided in this Declaration.

Section 8.04 **Alteration of Building Lines in the Best Interest of Development**. Where because of size, natural terrain, or any other reason in the sole opinion of the Declarant, it should be to the best interests of the Property's development that the boundary lines of any Lot should be altered or changed prior to conveyance from Declarant to an Owner, then Declarant reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions. The Declarant specifically reserves the right to transfer and assign this right of approval to the Architectural Review Board established by this Declaration

Section 8.05 **Completion of Improvements**. The exterior of all structures must be completed within one (1) year after the construction or reconstruction/repair of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until such construction is completed and certificate of occupancy issued by the Town of Mount Pleasant or a successor authority.

Section 8.06 **Residential Use of Lots**. All Lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling; provided, however, that such dwelling may include Common Areas of roofs, foundations, party walls, and or party fences.

Section 8.07 **Maintenance of Lots**. It shall be the responsibility of each Owner to maintain his or her Lot to prevent unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot, which conditions tend to substantially decrease the beauty of the Subdivision as a whole or of a specific area. This responsibility is a supplement to any landscaping responsibilities undertaken by the Association.

Section 8.08 **Nuisances**. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Association. No trash, leaves, or rubbish may be burned on any Lot or within the Property nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in anyway noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof. All dogs must be on a leash when not in a fenced yard and the owners of such pets shall be responsible for the prompt collection and sanitary disposal of the pet's defecation.

Section 8.09 **Exclusion of Above Ground Utilities**. All electrical service and telephone lines shall be placed underground and no outside electrical line shall be placed overhead. No exposed or

exterior radio or television transmission or receiving antenna or satellite dish shall be erected, placed, or maintained on any part of the premises without the written permission of Declarant Satellite dishes exceeding 18.5 inches in diameter shall be prohibited without exception and the exterior placement of any such dish is subject to approval by the Architectural Review Board. Provided, however, normal service pedestals or housings used in conjunction with the underground utilities shall be permitted within the development and overhead utilities shall be permitted during the construction period until utility companies can place them underground. Notwithstanding the terms of this section, all overhead utility lines installed prior to the execution of this Declaration shall be permitted to remain.

Section 8.10 **Signs**. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. It shall be permissible to have a single sign, not to exceed two feet by three feet (2' x 3'), advertising a House or lot for sale or lease or for the posting of city or county construction permits during the construction or renovation process. No other sign of any nature of design is allowed.

Section 8.11 **Prohibition Against Business Activity**. No business activity, including but not limited to a gift shop, antique shop, professional office, beauty shop, or the like or any trade of any kind whatsoever shall be carried on upon a Lot. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of Houses to be sold on said Lots or showing of said Houses for the purpose of selling same. Nothing herein shall be construed to prevent Declarant from erecting, placing, or maintaining signs, structures, offices, or model homes, as it may be deemed necessary for its operation and sales at the Property.

Section 8.12 **Garbage Disposal**. The Association will provide one or more garbage dumpsters for use by the Owners. The dumpster will be located in the Common Area and the Owners shall be responsible for transporting their garbage in sanitary manner to, and placing their garbage in, the dumpster(s).

Section 8.13 **Repair, Restoration, and Rebuilding**. In the event any part of the Common Area, Property, or any of the Houses thereon are damaged or destroyed by fire, other calamity, or any other cause or event whatsoever, the Owner of the damaged property shall cause it to be repaired, restored, or rebuilt as rapidly as possible and to a condition that is at least as good as existed immediately prior to such damage or destruction and consistent with the Association's Architectural Review Board approval. This requirement is subject only to the right of the Association (which right is hereby granted to the Association) to authorize and direct any different action as might be recommended by the Board of Directors regarding the Common Area. Any such different action must be approved by an affirmative vote of at least two-thirds (2/3) of the Owners, which majority must include the affirmative vote of all of the Owners whose Houses were damaged or destroyed as a consequence of the particular fire, calamity, or event necessitating the repair.

Section 8.14 **Trailers, Outbuildings, Other Structures**. No trailer, boat, jet ski, motor home, mobile home, modular home, tent, barn, camper, tree house, storage shed, or similar outbuildings or structures, or structures other than one single family House shall be placed on any lot at any time, either temporarily or permanently. Provided, however, this Section does prohibit an Owner from placing swings, sliding boards, or similar play equipment in an Owner's backyard as long as the Owner has first obtained the Board's specific written approval or, in the event the Board has adopted and published to the Owners a set of rules regarding such articles, the equipment complies with such rules. Likewise, this prohibition shall not apply to shelters used by the contractors during the construction of the Lot's improvements, it being clearly understood that the contractor's temporary

shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction.

Section 8.15 **Storage Receptacles**. No fuel tanks or similar storage receptacles may be exposed to view from the street, and may only be installed behind the rear corner of the Owner's residence

Section 8.16 **Replatting of Lots**. No lot shall be subdivided or its boundary lines changed, except as herein provided; however, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any two or more Lots shown on any plat of this Subdivision prior to delivery of the deed therefore in order to create a modified building Lot or Lots The restrictions and covenants herein apply to each Lot so created or recreated.

Section 8.17 **Clotheslines**. No clotheslines or drying yard shall be located upon the Lot as to be visible from any Common Area or from any adjoining Lot.

Section 8.18 **Off-Street Parking**. All parking of vehicles shall occur within an Owner's Lot and no on-street parking shall be permitted on any street in the Subdivision, except for on a single event basis, such as a holiday party. No travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks (except light duty trucks used for personal transportation) or commercial vehicles, boats, boat trailers shall be kept or stored or parked overnight, either on any streets, or any Lot, except within enclosed approved garages or sheltered from view from neighboring Lots.

Section 8.19 **Landscaping, Underbrush, Weeds, Etc.** The Association, as part of its exterior maintenance responsibilities set forth below, will provide yard maintenance services to the Owners' Lots up and to foundation of each Owner's House or, in the Association's sole discretion, the outside edge of any fencing of a Lot or House. Such services will be limited to the scope, frequency, and other specifications as determined by the Board from time to time, in its sole discretion. The Association reserves the right to discontinue yard maintenance services after providing written notice to the Owners. Notwithstanding whether the Association provides yard maintenance services, if an Owner permits any underbrush, weeds, etc. to grow upon his or her Lot to a height of two feet (except as part of a landscaping plan approved by the Association or its designated subcommittee or agent) and on request fails to have the premises cut within thirty days, agents of the Association, or its assigns, may enter upon said Lot and remove the growth at the Owner's expense. This provision shall not be construed as an obligation on the part of the Declarant or its assigns to provide garbage or trash removal services.

Section 8.20 **Pools**. No above-ground pools shall be erected, constructed, or installed on any Lot. In-ground pools must be approved by the Declarant and/or the Architectural Review Board in accordance with this Declaration.

Section 8.21 **Fences**. No walls or fences shall be constructed except those that may be erected by the Declarant as party fences, Common Area fences, or the Property's boundary fences, or protective fences relative to utility transfer or lift stations. Any other fence or wall may only be constructed in strict accordance with this Declaration.

Section 8.22 **General**. All structures of every type and description shall be constructed, placed, or erected within the development in accordance with provisions in this Article together with other applicable provisions of this Declaration.

Section 8.23 **Tenants**. If an Owner has leased his House to a tenant, the Owner is responsible for assuring that the tenant abides by the terms and conditions of this Declaration and the Owner will be held responsible for the tenant's failure so abide, including payment of penalties, fines, or assessments levied by the Association as a result of or arising out of the tenant's use, occupancy, and presence at the Owner's dwelling unit and within the Subdivision.

Section 8.24 **Placement of Houses on Lots and Reconstruction**. All Houses, whether at initial construction or subsequent reconstruction, shall be constructed so as to conform with the set back requirements of the Subdivision's zoning classification in force at the time of initial construction and otherwise conform to placement, design, materials, and exterior standards as determined by the Architectural Review Board from time to time in its sole discretion, including aesthetic discretion. Eaves, overhangs, in-ground swimming pools and related equipment (including but not limited to filters and water pumps) patios, decks, (whether raised, with rails, cement, or of wood, provided they do not have screen walls or roofs) and outbuildings or other structures as allowed by the Board may extend beyond a set back line if (a) not prohibited by the applicable zoning ordinance; (b) not otherwise prohibited or impacted by any other provision(s) of this Declaration and (c) approved by Declarant (or the Architectural Review Board if Declarant has assigned his right of approval to such board).

Section 8.25 **Exterior Maintenance Obligations**. The Association shall only be responsible for maintenance, repair and replacement of the Common Area, and yard maintenance (to the extent described above in Section 8.19). Each Owner shall be responsible to maintain the shutters, windows, doors, driveway, landscaping (to the extent not covered by the Association's yard maintenance), and all portions of the improvements located upon his or her Lot (that are not Common Area) in the same manner as if the improvement was a single family detached residential home. Owners sharing a common wall (or "Party Wall" as defined below) shall be jointly responsible for repairing, maintaining and replacement of the Party Wall and shall also be responsible to replace, repair and maintain the roof along the common boundary line and shall cooperate with each other in providing reasonable access and cost contribution at such time as the roof needs to be replaced so as to maintain a unified and consistent appearance. All replacment shingles shall be the same grade and quality as the existing shingles and shall be approved by the Arhcitectural Review Board. Notwithstanding an Owner's responsibility to maintain the shutters, windows, doors, driveway, and landscaping, no change shall be made to the exterior of any improvement as to color or type of materials without the approval of the Architectural Review Board

Section 8.26 **Windows**. The type of blinds or window treatments that can be seen from the exterior of a residence shall be subject to review and approval by the Architectural Review Board as to the color and design. No storm windows shall be allowed.

Section 8.27 **Doors.** No change in the design or type of the door shall be made without the approval of the Architectural Review Board. The Architectural Review Board may permit storm doors.

Section 8.28 **Party Walls**. Notwithstanding anything stated herein to the contrary, each wall which is built as part of the original construction of the townhomes and placed on the dividing line between the Lots shall constitute a party wall ("Party Wall"), and, to the extent not inconsistent with the provisions of the Declaration, the general rules of South Carolina law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. 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. If a Party Wall is destroyed or damaged by fire or other calamity, any Owner who has used the wall may restore it. The adjoining Owner of a Party Wall shall contribute to the cost of restoration thereof in proportion to the adjoining Owner's use without prejudice, however, to the right of any such Owner or Adjoining Owner to call for a larger contribution from the other or other Owners under any rule of law regarding liablity for negligent or willful acts or omissions. Notwithstanding any other provision herein, 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 such elements. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE IX
EXPANSION OF SUBDIVISION

Section 9.01 **Reservation of Right to Expand.** Declarant reserves the right to expand the Property to include additional residential area or Common Area, in its sole discretion.

Section 9.02 **Supplemental Declarations and Supplemental Plats.** Such expansion may be accomplished by supplemental plats and supplemental declarations being filed of record by Declarant in the Register of Mesne Conveyance Office for Charleston County, South Carolina, no later than the date Class B membership in the Association ceases to exist. Any such expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Section 9.03 **Expansion of Definitions.** In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Lot" shall mean and refer to the Lots described hereinabove, plus any additional Lots added by a supplemental declaration or declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyance of Lots shall be effective to transfer which relate to the Property as expanded.

Section 9.04 **Declaration Operative on New Lots.** Upon placing the supplemental plat(s) and supplemental declaration(s) of public record in the Register of Mesne Conveyance Office for Charleston County, South Carolina, the new Lots shall be subject to all of the terms and conditions of this Declaration and of any supplemental declaration,

ARTICLE X
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article also apply to the Articles of Incorporation and By-Laws of the Association.

Section 10.01 **Lender's Notices.** Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor and the specific Lot number or address of the purported Owner, any mortgage holder, insurer or guarantor will be entitled to timely written notice of

A. Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.

B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 10.02 **Title Taken by Mortgagee.** Any Mortgagee holding a first mortgage of record against a Lot which obtains title to the Lot and any improvements thereon pursuant to the remedies provided in the mortgage, including foreclosure of the mortgage, will not be liable for any unpaid dues or charges attributable to the Lot which accrue prior to the acquisition of title to the Lot by the Mortgagee. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be re-allocated and assessed to all of the Lots as a common expense of the Association.

Section 10.03 **Right to Pay Taxes.** Mortgagees which hold first mortgages against Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area, and Mortgagees making payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE XI
ARCHITECTURAL CONTROL

Section 11.01 **Buildings, Fences, Walls, Changes, and Additions.** No building, fence, wall, playhouse, flag pole, satellite dish, awning, weather vane, window, deck, patio, swimming pool, mailbox or other structure, and no change in topography, landscaping, or, any other item shall by commenced, erected, or maintained upon the Lots, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing by Declarant. The Declarant shall review the proposed addition or change with regard to the harmony of its external design and location in relation of the surrounding structures, topography, and general aesthetic contribution to the Subdivision. Provided, however, that when the Declarant has sold all the Lots in the Subdivision (including any Lots that may be added by subsequent supplemental declarations and plats), this right of approval shall be transferred to the Association's architectural review committee to be known as the Architectrual Review Board.

Section 11.02 **Architectural Review Board.** The Association's initial Architectural Review Board shall consist of three Owners appointed by Declarant for a one-year term. The three Owners shall continue to serve until such time as the Board elects a new three person Architectural Review Board. A member of the Board may also serve as a member of the Architectural Review Board and a member of the Architectural Review Board may serve more than one term. Provided, further, Declarant may transfer its right of approval under this Declaration prior to its selling all of the Lots in the development if it so chooses. In the event the Declarant or the Architectural Review Board

fails to approve or disapprove any requests within sixty (60) days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this Article shall be deemed to have been fully complied with. Provided, however, no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of any such change may be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant or the Architectural Review Board may seem sufficient. Any change in exterior appearance of any building, wall, fence, playhouse, swimming pool, mailbox, parking area, landscaping, structural improvements, or change in an item previously approved by the Architectural Review Board shall be deemed an alteration requiring approval.

ARTICLE XII
EASEMENTS

Section 12.01 **Easements For Utilities.** Easements for installation, maintenance, repair, and replacement of utilities and drainage facilities are reserved as shown on the Subdivision's recorded plat (including any supplemental plats) for use by Declarant, utility companies, and public agencies in connection with this Subdivision. Within these easements no structures, plantings, 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. Further, and in favor of each Lot, there shall be appurtenant to each such Lot a nonexclusive easement for the use and benefit of all pipes, wires, cables, conduits, utility lines, flue and ducts serving the improvements thereon and situated upon any other Lot. Each Lot is hereby subjected to an easement in favor of other Lots for use and burden of all pipes, wires, cables, conduits, utility lines, flues and ducts situated on or across such Lot and serving other Lots.

Section 12.02 **Easement for Construction, Maintenance, Emergency Repairs.** Each Lot is subject to a nonexclusive easement in favor of Declarant (and the Association as Declarant's successor), its agents, as well as any other successors, for construction of Common Areas, including roofs, exteriors, party walls, party fences, and foundations, as well as improvements on the Lots, including any Lots added by supplemental declaration or plat. This easement includes access on, over, under and around each Lot for construction, repair, maintenance, replacement, and preventive maintenance of Common Area improvements and shall be exercised during normal daylight hours, after reasonable advance notice, as may be necessary for the maintenance, repair or replacement of any structure on the Lot, or any of the Common Area accessible from the Lot. If this access easement is reasonably required to effect emergency repairs to prevent personal injury or property damage to individuals, the Common Area, a Lot, or improvements thereon, then such right of access shall be immediate. All maintenance, repairs, or replacements pertaining to any Lot or any structure thereon shall be the expense of the Owner thereof, except to the extent such work concerns a Common Area. Provided, however, if a party damages the improvements of another in the course of conducting construction, maintenance, or repair, then the responsible party shall restore the damaged area to substantially the same condition in which the improvements existed prior to the damage. All maintenance, repairs and replacements of the Common Area shall be an expense of the Association; provided, however, if such damage is caused by a negligent or tortious act of any Owner, members of his family, his agent, employee, invitee, licensee or tenant, then such Owner shall be responsible and liable for all such damage, including any insurance deductible paid by the Association or reimbursement to the insurer. This Declaration establishes no duty upon the Board of Directors, Association, or Declarant to maintain, repair or replace any Lot or any structure thereon other than

the Common Area, and this Section vests no rights in Owners or any other person as against the Board of Directors, the Association, or Declarant. This easement touches, concerns, and shall run with the land which constitutes the Property and is appurtenant to the Property, as well as each Lot and Common Area which constitutes the Property.

Section 12.03 **Easement for Encroachments.** All Lots and the Common Areas shall be subject to easements for the encroachment of initial improvements, including Subdivision signage, constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach, including, without limitation, overhanging eaves, gutters, downspouts, exterior storage rooms, walls, fences, streets, Subdivision signage (whether at the entry to the Subdivision or otherwise), and sidewalks. If any encroachments shall occur hereinafter as a result of settling or shifting of any improvements, or as a result of any permissible repair, construction, reconstruction or alteration, or as a result of condemnation or eminent domain proceedings, a valid easement is hereby declared to exist for such encroachment and the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed twelve (12) months following conveyance of said Lot to its original Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01 **Enforcement.** Except as otherwise provided herein, the Board of Directors, Declarant, or any Owner shall have the right to enforce, by a 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 Board of Directors, Declarant, or 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. In any action to enforce any part of this Declaration, the prevailing party is entitled to full reimbursement of its reasonable attorney fees and related court costs.

Section 13.02 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 13.03 **Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and the Lots comprising it, for a term of twenty (20) years from the date this Declaration is recorded, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. For so long as the Association has Class B membership, this Declaration may be amended, changed, added to, restated, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Declarant. Upon termination of Class B membership as provided in Section 2.02 above, this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding at least fifty-one (51%) percent of the Lots in the Subdivision; provided, however, that so long as the Declarant is the Owner of any Lot in the Subdivision, the Declarant's consent must be obtained. Upon approval of any such amendment in the manner stated above, the Association's President and Secretary shall prepare a recordable instrument which sets forth the duly approved amendment and shall record such instrument with the Register of Mesne Conveyance Office for Charleston County, South Carolina.

Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13.04. **Management Agreement.** The Board of Directors is authorized to enter into a management agreement on behalf of the Association with Declarant or any other person the Board may select to manage, maintain, and operate the Common Area, the Lots, the Association, and enforce this Declaration. The duration of the management agreement shall not exceed three (3) years from the date of execution, and must be terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice.

Section 13.05 **Financial Statements.** Upon written request to the Association by any mortgagee of a Lot identifying said mortgagee's name, address, and the Lot upon which its mortgage is a lien, and its mortgagor, the Association shall provide said mortgagee with a copy of the financial statement of the Association for the preceding fiscal year.

Section 13.06 **Association Records.** Upon written request to the Association by any Owner, Mortgagee, insurer or guarantor of a mortgage on any Lot, the Association shall make available for inspection current copies of the Association documents and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers current copies of the Association documents, other rules governing the project and the most recent annual audited financial statement if such is prepared. "Available" as used herein means available for inspection, upon written request, during normal business hours.

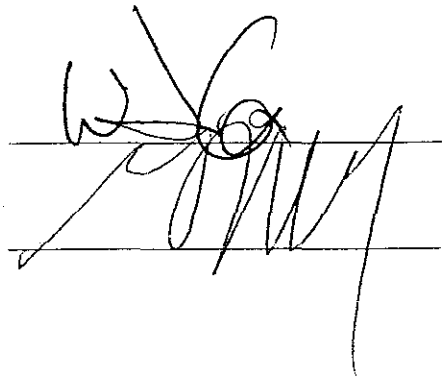
Section 13.07 **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 13.08 **Headings.** The headings appearing herein are intended for purposes of convenience only and are not to be considered in construing this instrument.

Section 13.09 **Construction and Sale Period.** Anything contained herein to the contrary notwithstanding, it shall be permissible for Declarant to maintain, during the period of construction and sale of the Lots, upon such portion of the Property as Declarant may deem necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Lots and Houses thereon. This includes without limitation, a business office, storage area, construction yards, signs, model units and sales office. This Section shall apply to the Property and Lots subsequently incorporated into the Subdivision by supplemental declaration or plat. Declarant further reserves the right to operate and occupy a sales office and related facilities in certain areas of the Common Areas and shall occupy such Common Area as it deems necessary and advisable and shall do so without the necessity of paying any rents or assessments. Provided, however, that Declarant shall pay any and all utility charges and fees that may be incurred in the occupation of such space. Declarant further agrees to vacate any and all such occupied space no later than sixty (60) days after the final closing of the last Lot in the Subdivision (including any and all supplemental phases) and to restore said facilities to their original condition, excepting normal wear and tear.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WITNESSES:



DECLARANT:

Wando Reserve, LLC

By: _____
G Preston Hipp
Its: Authorized Member

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by WANDO RESERVE, LLC, a South Carolina limited liability company, acting by and through G. Preston Hipp, as its Authorized Member on this 26 day of November, 2003.

_____(SEAL)
Notary Public for South Carolina
My commission expires: 5/22/05

EXHIBIT A

Legal Description

ALL that certain piece, parcel or lot of land, together with any improvements thereon, located in County of Charleston, Town of Mount Pleasant, State of South Carolina, shown and designated as "THE RESERVE AT WANDO EAST, TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA, FINAL PLAT LOTS 1-5, A 0.98 ACRE RIGHT-OF-WAY, AND 2.68 ACRES FUTURE DEVELOPMENT" dated June 21, 2002, and recorded in Plat Book EG, page 124, in the Register of Mesne Conveyance Office for Charleston County, South Carolina, said lot having such size, shape, dimensions, buttings and boundings, more or less as will by reference to said plat more fully and at large appear.

THIS is the same property conveyed to Wando Reserve, LLC, by deed of conveyance from Stephen A. Griffith, dated December 7, 2001, and recorded December 11, 2001, in Book L390, page 391, in the Register of Mesne Conveyance Office for Charleston County, South Carolina.