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September 27, 2013

Owner at The Reserve at Wando Lakes Association, Inc.

RE: *Notice regarding Fencing at the Reserve at Wando Lakes*

Dear Owner:

After much consideration, and in order to protect and preserve the value, appearance and continuity of your community, the Board reached some decisions regarding the individual fencing currently in place to the rear of the even-numbered units on Lauda Drive.

Aside from the inconsistent appearance of these fences, this became a larger concern due to the difficulties the fencing presents to the maintenance of the common areas.

After a review of the governing documents and its records, the Board determined that these fences are installed, in whole or in part, on common areas which is a violation of the governing documents. Additionally, to the extent individual fencing is allowed, ARB approval is required and none of these fences applied for or received ARB approval. Consequently, they are all non-conforming and in violation of the governing documents, and must be removed.

That being said, the Board understands and appreciates that individual fencing is important and desirable, and as such, has crafted the following equitable, practical and conforming solution:

- Fencing shall be installed on the even-numbered side of Lauda Drive, specifically at 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684 and 1686 ("Fencing Units"), as described below.

- No other fencing shall be allowed anywhere else in the community.

- Except for the wood, privacy fences installed by the developer between the Units and which end ten (10') feet from the end of the rear brick wall of the Units, all other existing, current fencing must be removed.

- The new fencing for the Fencing Units shall be made of heavy-duty, black anodized aluminum fencing with a flat rail at top, and shall be four (4') feet in height. Such fencing shall be located ten (10') feet from the end of the applicable Owner's deck (running parallel with Lauda Drive) and between the Fencing Units on the shared boundary line (excluding those shared boundary lines upon which are located the wood, privacy fences installed by the developer). Each Fencing Unit shall have a gate, four (4') feet tall and four (4') feet wide, with standard hardware, at the rear in

its fencing. ("New Fencing").

- Each Owner of a Fencing Unit shall have conforming New Fencing erected for his or her Fencing Unit.

- The Association shall undertake the removal of all such existing, current fencing (except for such fences installed by the developer), and shall pay for the removal costs, which shall then be assessed against and shared by all Owners equally.

- The Association shall also undertake the installation of the New Fencing and shall pay for one-half (½) of the New Fencing, which shall then be assessed against and shared by all Owners equally. The remaining one-half (½) of the New Fencing shall be paid, pro rata, by the Fencing Unit Owners. The Fencing Unit Owners shall make an initial down payment of $240.00 on or before November 1, 2013 with subsequent payments of $133.34 due on December 1, 2013, January 1, 2014 and February 1, 2014. $640.02

We appreciate your consideration of the foregoing and have enclosed a copy of the Board's most recent policy resolution regarding this matter for your ready reference which should clarify any questions or concerns that you may have as an owner at The Reserve at Wando Lakes Association, Inc. This project will begin by the end of September with an estimated completion date by the end of the calendar year at the very latest. Participation is mandatory. Please cooperate with the Association's contractors as they perform the necessary work associated with this project.

If you have any concerns or questions, please call _____ at _____.

With best regards, I am

Your very truly,

Board President

c: Derek F. Dean, Esq.
Mr. Jim Wilson

THE RESERVE AT WANDO LAKES ASSOCIATION, INC.'S
BOARD OF DIRECTORS

Policy Resolution, Rules and Regulations Regarding Fencing

WHEREAS, the purpose of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Reserve at Wando Lakes ("Declaration") is to protect the value and desirability of that community, property and improvements commonly known as the Reserve at Wando Lakes ("Community").

WHEREAS, the Declaration grants the Reserve at Wando Lakes Association, Inc.'s ("Association") Board of Directors ("Board") the power to 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; to administer, manage, repair and maintain the Common Area; and exercise for the Association all powers, duties and authority vested in or delegated to the Board and not reserved to the membership. Further, pursuant to the Bylaws referenced below, the Board may adopt rules and regulations regarding the use of the Common Area and regarding the Property.

WHEREAS, the Bylaws of the Reserve at Wando Lakes Association, Inc. ("Bylaws") grant the Board the general power to manage the affairs of the Association, along with the specific powers stated in the foregoing paragraph, and all powers, duties and authority as set forth in the South Carolina Non-Profit Act and as vested in or delegated to the Association and not reserved to the membership.

WHEREAS, pursuant to South Carolina statutory and common law, the Board shall conduct the business and affairs of the Association, including the interpretation and enforcement of the Association's governing documents, and the development and approval of policy, rules and regulations by the Board.

WHEREAS, Section 6.03, Article VI, of the Declaration states that the "Association . . . 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 to which it is obligated ro permitted to perform pursuant to this Declaration . . ."

WHEREAS, Section 8.02, Article VIII, of the Declaration provides that "[n]o . . . fence . . .or other improvement shall be placed or altered on any lot except in accordance with this Declaration.

WHEREAS, Section 8.06, Article VIII, of the Declaration states that "[n]o structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than the one . . . dwelling; provided, however, that such dwelling may include Common Areas of roofs, foundations, party walls, and or party fences."

WHEREAS, Section 8.21, Article VIII, of the Declaration provides that "[n]o 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."

WHEREAS, Section 8.22, Article VIII, of the Declaration states that "[a]ll 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."

WHEREAS, Section 11.01, Article XI, of the Declaration provides that "[n]o . . . fence . . . or other structure, . . . or any other item shall be commenced, erected, or maintained upon the Lots . . . 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 [the Architectural Review Board ("ARB")]."

WHEREAS, Section 11.02, Article XI, of the Declaration provides that "Refusal or approval of any such change may be made on any grounds, including purely asthetic grounds, which is in the sole and uncontrolled discretion of the . . . ARB may seem sufficient. Any change in exterior appearance of any . . . fence . . ., or change in an item previously approved . . . shall be deemed an alteration requiring approval."

WHEREAS, as of the date hereon, a number of the owners of the Reserve at Wando Lakes Association, Inc. located on the even-numbered side of Lauda Drive, have erected and installed fences to the rear of their units, and which fences have been erected and installed in whole or in part on the Common Area ("Fence Owners").

WHEREAS, to the extent the fences, or any part thereof, are erected on the Common Area, such fences, or any part thereof, are trespassing, in violation of the Declaration, prevent, obstruct or restrict the Association's ability to maintain and preserve the Common Area, and must be removed.

WHEREAS, none of the Fence Owners submitted requests to the ARB for approval of their respective fences, nor did any of the Fence Owners receive any approval to build any of their respective fences from the ARB.

WHEREAS, consequently, all of the fences erected and installed, whether in the Common Area or not, are non-conforming and in violation of the Declaration, and must be removed.

WHEREAS, the Board is committed and obligated to preserving the value, desirability, appearance and attractiveness of the Community and the Common Area, and enforcing the Declaration and Bylaws. The Board is also committed to facilitating a resolution to the established fencing and the desire of fencing for certain Owners.

NOW, THEREFORE, be it resolved that in order to protect and preserve the value, desirability, appearance and attractiveness of the Community, to maintain good order and to promote the common good, the Board establishes the following Policy Resolution, Rules and Regulations Regarding Fencing ("Resolution").

1. The Board acknowledges the foregoing WHEREAS paragraphs are contractual and not merely recitals,

2. Fencing conforming with this Resolution will be erected on the even-numbered side of Lauda Drive, specifically at 1662, 1664, 1666, 1668, 1670, 1672, 1674, 1676, 1678, 1680, 1682, 1684 and 1686 ("Fencing Units"), as set forth herein.

3. Fencing shall not be erected by any Owner anywhere else in the Community.

4. Except for the wood, privacy fences installed by the developer between the Units and which end ten (10') feet from the end of the rear brick wall of the Units, all other existing, current fencing shall be removed.

5. The new fencing for the Fencing Units shall be made of heavy-duty, black anodized aluminum fencing with a flat rail at top, and shall be four (4') feet in height. Such fencing shall be located ten (10') feet from the end of the applicable Owner's deck (running parallel with Lauda Drive) and between the Fencing Units on the shared boundary line (excluding those shared boundary lines upon which are located the wood, privacy fences installed by the developer). Each Fencing Unit shall have a gate, four (4') feet tall and four (4') feet wide, with standard hardware, at the rear in its fencing. A drawing, not to scale, to illustrate is attached hereto as Exhibit A.("New Fencing").

6. The Association shall undertake the removal of all such existing, current fencing (except for such fences installed by the developer), and shall pay for the removal costs, which shall then be assessed against and shared by all Owners equally.

7. The Association shall also undertake the installation of the New Fencing and shall pay for one-half (½) of cost of the New Fencing, which shall then be assessed against and shared by all Owners equally. The remaining one-half (½) of the cost of the New Fencing shall be paid, pro rata, by the Fencing Unit Owners. The Fencing Unit Owners shall make an initial down payment of $240.00 on or before November 1, 2013 with subsequent payments of $133.34 due on December 1, 2013, January 1, 2014 and February 1, 2014.

8. Any violation of this Resolution shall be subject to the enforcement procedures set forth in the Association's governing documents.

Recorded in the Book of Minutes on September __, 2013.

THE RESERVE AT WANDO LAKES
ASSOCIATION, INC.'S

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President