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STATE OF SOUTH CAROLINA)
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)
 COUNTY OF CHARLESTON) FIRST AMENDED AND RESTATED
) DECLARATION OF COVENANTS,
) CONDITIONS, AND RESTRICTIONS
) FOR ST. CHRISTOPHER OAKS

WHEREAS, St. Christopher Oaks, LLC, a South Carolina Limited Liability Company, as Declarant, filed that certain Declaration of Covenants and Restrictions For St. Christopher Oaks dated January 17, 2000, and recorded in Book B341 at Page 417 in the Office of the RMC for Charleston County ("Original Declaration"); and

WHEREAS, the Original Declaration was thereafter modified by First Amendment to Declaration of Covenants and Restrictions For St. Christopher Oaks dated March 31, 2010, and recorded in Book 0115 at Page 144 in the Office of the RMC for Charleston County ("First Amendment"); and

WHEREAS, St. Christopher Oaks Property Owners Association, Inc. is the successor to Declarant as evidenced by instrument entitled Transfer of Control From Declarant dated January 28, 2013, and recorded February 4, 2013, in Book 0308 at page 433 in the Office of the RMC for Charleston County; and

WHEREAS, St. Christopher Oaks Property Owners Association, Inc. has determined to supercede and replace the Original Declaration and First Amendment by the filing of the within First Amended and Restated Declaration of Covenants, Conditions, and Restrictions For St. Christopher Oaks ("Declaration");

WHEREAS, at a duly called meeting of the St. Christopher Oaks Property Owners Association, Inc., at which a quorum was present, and by the affirmative vote of at least a majority of the Owners present in person or by proxy and entitled to vote thereat, the Association voted to supercede and replace the Original Declaration and First Amendment with the within First Amended and Restated Declaration of Covenants, Conditions, and Restrictions For St. Christopher Oaks.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that undersigned St. Christopher Oaks Property Owners Association, Inc. hereby covenants and agrees on behalf of all the Owners in St. Christopher Oaks and their successors, heirs, assigns, and successors in title as follows:

THIS DECLARATION is made this 12th day of August, 2013, by **ST. CHRISTOPHER OAKS PROPERTY OWNERS ASSOCIATION, INC.**, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, the property subject to this Declaration is that certain real property located in Charleston County, South Carolina, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Association wishes to accomplish the allowing objectives for its benefit and for the benefit of Owners of property in the Subdivision (as hereinafter defined) by the imposition or the covenants and restrictions set forth herein:

(a) To maintain the value and the residential character and integrity of the Subdivision and to maintain the quality and value of any Common Properties and the Subdivision;

(b) To minimize or eliminate the possibility of any disruptions of the peace and tranquility or the residential environment of the Subdivision;

(c) To protect and prevent the abuse or unwarranted alteration of the trees, vegetation, freshwater wetlands, open spaces, and lagoons (if any) within or adjacent to the Subdivision;

(d) To preserve and maintain the adjoining natural areas and environment;

(e) To prevent any Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owner of property in the Subdivision;

(f) To help keep property values in the Subdivision high, stable, and in a state of reasonable appreciation; and

(g) To maintain, repair, replace, improve, and landscape the Common Properties and Lots within the Subdivision as hereinafter provided.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT the property described in Exhibit "A" shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subordinate and subject to the following easements, restrictions, covenants, charges, liens, and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Subdivision and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title or interest in said properties or any portion of them. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such term(s):

Section 1. "Additional Property" or "Additional Properties" shall mean and refer to the real property which may from time to time be added to the Subdivision or submitted to this Declaration.

Section 2. "Assessment" shall mean and refer to any Owner's share of the Common Expenses including but not limited to any annual or special assessment as provided herein or any other charges from time to time assessed against an Owner by the Association in the manner provided.

Section 3. "Association" shall mean and refer to the St. Christopher Oaks Property Owners Association, Inc., its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association. Any reference to a "Director" shall mean a constituent of the Board of Directors.

Section 5. "By-Laws of the Association" shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association attached hereto as Exhibit "B" and made a part hereof by reference, as those By-Laws may be amended from time to time.

Section 6. "Cause" for removal of a director shall mean fraudulent or dishonest acts, or gross abuse of authority in the discharge of duties to the Association, and must be established after written notice of specific charges and opportunity to meet and refute such charges.

Section 7. "Common Properties" or "Common Areas" shall mean and refer to those tracts of land together with any improvements thereon which now or hereafter are designated as Common Properties or Common Areas by the original Declarant, which the Association may own by virtue of a deed from the Declarant, and/or which may hereafter be deeded or leased to the Association and expressly designated in said deed or lease as "Common Properties" or "Common Areas." Specifically included as part of the Common Properties are all amenity areas (together with improvements constructed or to be constructed thereon), maintenance areas, roads, streets, rights-of-way, pedestrian easements, common driveway easements, landscaping, irrigation systems, green areas, signage, fences, bridges, walkways and other properties which may now or hereafter be designated as Common Properties or Common Areas by the original Declarant or the Association. The term "Common Properties" shall also include any personal property acquired by the Association if said property is expressly designated as Common Property. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, residents, and their tenants, guests, and visiting members of the general public (to the extent permitted by the Board of Directors) subject to the fee schedules and operating rules adopted by the Association, if any, provided, however, that any lands which are leased by the Association for use as Common Properties may lose their character as Common Properties upon the expiration of such Lease. The terms "Common Properties" and "Common Areas" shall not include any Lot, whether improved or unimproved. The Association shall have all of the powers, immunities and privileges reserved unto the Declarant in the Original Declaration, as well as all of the Declarant's obligations, including the obligation to maintain and

enhance Common Properties for the general benefit of the Owners. The roadway known as Crooked Oaks Lane is a private road and is currently owned and maintained by the Association as Common Property.

Section 8. "Common Expense(s)" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment or material reserves, consistent with the provisions and intent of this Declaration.

Section 9. "Declaration" shall mean this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for St. Christopher Oaks and all supplements and amendments to this Declaration as filed in the Office of the Charleston County Register of Mesne Conveyances.

Section 10. "Dwelling" shall mean and refer to any building constructed on a Lot intended to be used as a private residence whether detached from any residential building on another Lot or attached to another residential building constructed on an adjacent Lot by a party wall positioned on the common boundary line between the two adjacent Lots. The term "Dwelling" includes all "Shared Dwellings" unless otherwise specifically indicated.

Section 11. "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling on a Lot, exclusive of garages, rooms over garages, enclosed porches, carports, breeze ways, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, attics, and basements.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Properties, together with the improvements thereon, with the exception of the Common Properties. The term "Lot" includes any piece, parcel or lot of land improved or intended to be improved with a Dwelling, whether the Dwelling be a detached residential building or an attached residential building sharing a party wall positioned on the boundary line between two Lots.

Section 13. "Member" shall mean and refer to every Owner of a Lot.

Section 14. "Property" or "Properties" shall mean and refer to all property which is or becomes subject to this Declaration.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, holding the fee simple title to any Lot, but shall not mean or refer to any Mortgagee or subsequent holder of a Mortgage having such interest merely as security for the performance of an obligation, unless and until such Mortgage or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall refer to the heirs, successors and assigns of any Owner but not the lessee or tenant of an Owner.

Section 16. "Shared Dwelling" shall mean and refer to the entire building consisting of two attached residential buildings constructed on adjacent Lots and connected by a party wall positioned on the common boundary line between the two adjacent Lots.

Section 17. "Subdivision" shall mean and refer to those tracts or parcels of land described in Exhibit "A", together with all improvements presently thereon and subsequently constructed thereon, and, upon the submission to the provisions of this Declaration of any Additional Property which may from time to time be added together with all improvements thereon or hereafter constructed thereon.

Section 19. "Subdivision Plat" shall mean and refer to the plat entitled, "St. Christopher Oaks Final Subdivision Plat Town of Seabrook Island, Charleston County, South Carolina," by Penolia A. Van Buren, P.L.S. S.C. Reg. No. 11075, for Arc Surveying Company, Inc., dated March 4, 1999, and recorded April 29, 1999, in Plat Book ED at Page 124 in the Office of the RMC for Charleston County. "Subdivision Plat" shall also be deemed to include by reference that certain plat entitled "Plat Showing Lot Line Adjustment Lot 13 and Lot 14 St. Christopher Oaks Town of Seabrook Island Charleston County, South Carolina," by Thomas V. Bessent, Land Surveyor S.C. Reg. No. 10778 for Engineering Surveying and Planning, Inc., dated August 16, 1999, and recorded April 28, 2000, in Plat Book ED at Page 982 in the Office of the RMC for Charleston County for the current lot boundaries for Lots 13 & 14. "Subdivision Plat" shall also mean any future revisions thereof or any subdivision plat for any portion of any Additional Property as may be submitted to the terms of this Declaration, and as may be recorded in the Office of the Register of Mesne Conveyances for Charleston County, SC.

ARTICLE II PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied subject to this Declaration is located in Seabrook Island, Charleston County, South Carolina, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Additional Properties. Additional Property may become subject to this Declaration upon a merger or consolidation of the Association with another association as provided for in the By-laws of the Association. Following any merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association; or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the Declaration to the Additional Properties as if they were a part of the original property subject to this Declaration.

ARTICLE III THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association. The Association exists for the purpose of exercising powers of landscaping, maintaining, repairing, reconstructing, improving and administering the Lots and Common Properties and providing common services, administering and enforcing the covenants, conditions and restrictions contained herein, and levying, collecting and disbursing

Assessments and charges herein created. The Association shall be authorized, but not obligated, to provide the following services or perform the following acts, the cost of which shall be a Common Expense:

- (a) Clean-up, maintenance, landscaping, improvement and replacement of all Common Properties, pedestrian easements, drainage easements, fences, bridges, streets, roads, rights-of-way and lagoons within the Subdivision or in a reasonable proximity to the Subdivision such that their deterioration would affect the appearance of the Subdivision as a whole;
- (b) Clean-up, landscaping and maintenance of landscaping on individual Lots, as may be determined to be reasonably necessary, as determined by the Board of Directors after notice to the Lot owner and allowing a reasonable period of time for the Lot owner to address problems with the landscaping and maintenance of such a Lot, including, without limitation, such work reasonably necessary to prevent deterioration or the landscaping on any Lot or common driveway area which would adversely affect the appearance of the Subdivision as a whole;
- (c) Insect and pest control to the extent that it is reasonably necessary or desirable in the judgment of the Board of Directors to supplement the service contracted for by the owner and/or provided by the State and local governments;
- (d) Take any and all actions reasonably necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any or the functions or services delegated to the Association by Declarant or in any covenants or restrictions applicable to the Subdivision;
- (e) Create, organize and operate the Architectural Review Board as provided herein;
- (f) Construct pedestrian easements, drainage easements, common driveway easements, and rights-of-way on Common Properties;
- (g) Provide or contract for administrative services including, but not limited to, legal, accounting and financial communication services informing Members of activities, notice of meetings, referendums etc., incident to the above listed services;
- (h) Provide liability and hazard insurance as required in this Declaration covering improvements and activities on the rights-of-way, pedestrian easements and the Common Properties;
- (i) Provide Directors and Officers liability insurance for the Association and its duly elected Directors and Officers;
- (j) Maintain and improve all pedestrian and right-of-way easements in the Subdivision;

- (k) Maintain, repair and replace fencing, landscaping and irrigation systems located anywhere within the right-of-way of Crooked Oaks Lane or on other Common Properties;
- (l) Landscape, maintain, improve, repair and replace all roads, streets, rights-of-way sidewalks, fences, pedestrian easements, common driveways and walking paths within or appurtenant to the Subdivision and any Common Properties located therein, including landscaping and maintenance to supplement that performed by the Seabrook Island Property Owners Association, Inc. ("SIPOA"), Town of Seabrook Island, County of Charleston or any government entity with respect to those portions of the roads, parkways, streets and rights-of-ways within the Subdivision which may be dedicated to public use, converted to the Seabrook Island Property Owners Association, Inc., or otherwise owned or maintained;
- (m) Maintain any drainage easements, improvements and/or facilities located within or adjacent to the Subdivision or appurtenant to the Subdivision;
- (n) Erosion and flood control improvements within the Common Properties and elsewhere within the Subdivision, if necessary;
- (o) Purchase and acquisition of personal property and equipment as necessary to provide maintenance of the Subdivision and Common Properties;
- (p) Establishment and implementation of a wildlife management plan for the Subdivision and the Common Properties; and
- (q) To provide any and all services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and duties under the terms and intent of this Declaration.

The Association reserves the right to assign or delegate to any nonprofit organization or to any government entity any of the responsibilities duties or obligations it chooses to provide relating to any of the above services, duties or acts.

Section 2. Rules and Regulations. The Association, by and through its Board of Directors, may adopt from time to time additional reasonable rules, regulations and fee schedules governing the use of Common Properties and Lots within the Subdivision.

Section 3. Membership. Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and not be separated from ownership of any Lot which is subject to Assessments.

Section 4. Voting Rights. Members shall be every Owner, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons

shall be Members and the one 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.

Section 5. Board of Directors. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors as more particularly set forth in the By-Laws of the Association. Except to the extent otherwise required by the provisions of the South Carolina Code relating to nonprofit corporations, this Declaration, the By-Laws, or the Articles of Incorporation of the Association, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners.

Section 6. Referendum. Any action which may be taken at a duly called meeting of the Association may also be taken by referendum of the Members of the Association. In the event Fifty-one (51%) percent, or more, of the total votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

ARTICLE IV RIGHTS IN THE COMMON PROPERTIES, EASEMENTS AND COMMON DRIVEWAYS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. Except as otherwise provided in this Declaration, the Association covenants for itself, its successors and assigns, that it shall hold title to all Common Properties, including, but not limited to, the streets, roads, fences, bridges, pedestrian easements, drainage easements, common driveway easements and rights-of-way within the Subdivision. The Association reserves the right, in its sole discretion, to convey title to or delegate any obligation to maintain the streets, roads and rights-of-way to the Association, SIPOA or to any appropriate government authority.

All Common Properties shall be maintained, landscaped, improved, repaired and/or replaced by the Association at its expense. The Association shall be authorized, but not obligated to supplement any landscaping, maintenance or improvement of roads, road rights-of-way, fences and drainage facilities located within any rights-of-way, the cost of which shall be a Common Expense.

Section 3. Extent of Members' Easement. The rights and easements created hereby shall be subject to the following:

(a) The right of the Association, to dedicate, transfer or convey all or any part of the Common Properties, with or without consideration, to any successor association, governmental

body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Properties by the owners;

(b) The right of the Association to grant, reserve and accept easements and rights way through, under, over and across the Common Properties, for the installation, maintenance and inspection of lines and appurtenances for Public or private water, sewer, drainage, electric, fuel oil and other utilities and services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights way through, over and upon and across the Common Properties for the improvement and completion of the Subdivision, and for the operation and maintenance of the Common Properties;

(c) The right of the Association to grant, reserve, relocate, expand and extinguish easements and rights-of-way through, over and across all Common Properties and all Lots for the purpose of creating common driveways, which common driveway easements shall be appurtenant to the Lot benefitted thereby and shall be a commercial, transferable easement and shall run with the Common Properties and/or Lot benefitted thereby and be binding on the Owners of the burdened Lots and their heirs, successors and assigns;

(d) The right of Owners, invitees, and licensees to ingress and egress in and over those portions, if any, of the Common Properties that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Properties in the case of landlocked adjacent Owners) to the nearest public road;

(e) The right of the Association, as provided in its By-Laws, to suspend the voting and enjoyment rights of any Owner for any period during which any Assessment remains unpaid, and for a period not to exceed Thirty (30) days for any major infraction of its published rules and regulations;

(f) The rights of the Association, as the case may be, to establish rules and regulations for the Subdivision, to charge Common Expenses and to prescribe fees and charges from time to time for use of any amenities which may now or hereafter be constructed on or near the common Properties; and

(g) All covenants, easements, restrictions, regulations and ordinances of record as adopted or as may be adopted in the future by the Seabrook Island Community Association, Inc. or any governmental entity or agency having jurisdiction over the Property subject to this Declaration. It is the intent of this Declaration to supplement and not to contradict any such covenants, easements, restrictions regulations or ordinances and this Declaration shall be interpreted to be consistent with such wherever possible.

Section 4. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to any property manager or management firm employed by the Association and any employees of such manager or management firm, to enter upon any Lot or Common Property or any portion thereof in the performance of their respective duties. Except in

the event of emergencies, this easement over Lots is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant affected.

Section 5. Easements for Additional Property. There is hereby reserved in the Association, its successors, assigns and successors in title to the Additional Property, for the benefit of and as a burden upon the Subdivision, perpetual, non-exclusive rights and easements and the right to relocate any existing easements for: (i) pedestrian and vehicular access, ingress, egress and parking facilities from time to time located on or within the Common Properties or within easements serving the Common Properties or within the streets, pedestrian easements, or rights-of-way within the Subdivision, whether or not such streets or rights-of-way have been designated as Common Properties or have been conveyed to the Seabrook Island Community Association, Inc. or governmental authority; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Section 6. Landscaping and Maintenance Easements. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter any portion of any Lot up to the exterior of any Dwelling for the purpose of landscaping and maintaining the unimproved portions of the Lots and common driveway easements. Furthermore, there is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots which are located within Ten (10') feet from the water's edge of any lagoon, pond or other body of water within the Subdivision for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 7. Environmental Easement. There is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Properties and Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental agency or authority, such easement to include without limitation the right to implement erosion control procedures and practices, to drain standing water, to preserve fresh water wetlands and to dispense pesticides. The Association also reserves the right to enjoin by action at law or equity any use of a Lot by any Owner which violates any such environmental rules, regulations and procedures.

Section 8. Reservation of Easements. In addition to those easements shown on the Subdivision Plat (including, but not limited to, all drainage easements) and the common

driveway easements (as provided herein) as well as those easements shown on the plat of any Additional Property subsequently subjected to this Declaration, and not as any limitation thereof, a perpetual, alienable and transferable right and utility easement on each Lot is hereby reserved by the Association for itself and its agents, devisees, successors and assigns, along, over, under and upon the Lots and Common Properties subject to this Declaration, provided, however, that: (a) no utility easement shall run across any portion of the Lots or other property which is covered by an existing building or structure from across any area for which written approvals to construct a building thereon have been obtained; (b) such easements or installation of utilities therein or thereon shall be maintained in as attractive manner as is reasonably feasible; and (c) the Association, without obligation, reserves the right to transfer such utilities and utility easements and easements of access to such utilities and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service.

The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines, including water, sewer and power, to or from each Lot or other Property. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. Such easements may be granted or accepted by the Board of Directors after such easements inure to the benefit of the Association as provided herein. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Subdivision so encumbered: (a) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (b) to cut and remove any trees, bushes or shrubbery; (c) to grade, excavate or fill; or (d) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. For the purpose of this Section, the Association reserves the right to modify or extinguish the easements herein reserved. The easements herein reserved shall be for the use of the Association, utility companies and public agencies in connection with development and continued operation of the Subdivision. In addition, the Property shall be subject to a non-exclusive easement in favor of the Association for construction of improvements on the Lots and Common Properties including any added by annexation, and for exhibition and sales of such improvements. There is further reserved for the benefit of the Association and its successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any public or private authority, agency, public service district, public or private utility or other person upon, over, under and across (a) all of the Common Properties; and (b) an area across every Lot which is not covered by an existing building or over any area which would not prohibit the future development of such Lot. Such easements may be granted or accepted by the Board of Directors provided.

Section 9. Mutual Easements. There shall be appurtenant to each Lot a perpetual, alienable, transferable and non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other Lot. Each Lot shall be subject to an easement in favor of other Lots for use of all pipes,

wires, cables, conduits, utility lines, flues and ducts situated on or across such Lot and serving other Lots.

Section 10. Cross Easements. A perpetual, alienable, transferable easement is hereby granted and reserved on behalf of the Association and Owners, and their heirs, successors and assigns over each Lot (or any portion of a Lot) for the conditioning units, driveways, or other improvements upon adjoining Lots or Common Area; provided, however, that such grants and reservations of easements are hereby expressly limited to those improvements originally installed by Declarant, its employees, agents or contractors. The intent hereof is to limit the grants and reservations of easements to those encroachments created during the initial construction of improvements on any Lot herein affected.

Section 11. Common Driveways and Easements for Access. Access to Lots is provided by various common driveways. There shall be appurtenant to each Lot a perpetual, alienable, commercial, transferable, non-exclusive easement for pedestrian and vehicular access, ingress and egress over and across all as-built common driveways leading to such Lot from Crooked Oaks Lane to the extent that such common driveway(s) encroach(es) upon any adjoining Lot(s) or Common Property(ies), and the portions of the Subdivision burdened with such common driveway and easements, whether a Lot or Common Property, shall be held, conveyed, transferred, and mortgaged subject to such common driveway easements in favor of the other Lot(s) to which such common driveway(s) provide(s) access. Such common driveway and easements therefor shall be for the limited common use and enjoyment of the owners of any Lot or Lots to which such driveways provide access. Each common driveway shall be located and constructed over one or more Lots or portions of Common Properties subject to the following:

- (a) The obligation of each Owner and the Association to not create or allow any obstruction to be placed upon or across the driveway easement so as to limit in any way any Owner's access to his Lot;
- (b) The duty of the Association to landscape and maintain all common driveway easements and improvements thereon as a Common Expense; and
- (c) The right of the Association or its agents, employees, successors and assigns to enter the Lot(s) and Common Properties burdened or benefitted by the common driveway easement(s) to perform any of the duties or obligations imposed by this Declaration.

Section 12. No Partition. Except as provided in this Declaration, there shall be no judicial partition of the Subdivision or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 13. Subdivision of Lot, Easements and Encroachments. No Lot shall be subdivided or its boundary lines changed except as provided in this Declaration. Provided, however, if any portion of any Common Properties unintentionally encroaches upon a Lot or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same exists.

Section 14. Increased Size of Lots. Lot or Lots may be subdivided provided the effect is to increase the size of the adjoining Lot or Lots and the division does not deny or restrict access to any Lots or common driveways. In such cases, the Owner(s) of the Lots to be re-subdivided or reconfigured must obtain the approval of the Board of Directors and the Architectural Review Board for any consequent alterations to any building, common driveway easements, or set-back lines to conform to such reconfigured Lot. Should the Owner or Owners of any Lots and/or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plan of the Subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Architectural Review Board is first had and obtained. In such instances, the adjoining Lot Owners, or other Owners in the Subdivision shall not have the right to pass on or interfere with such Lot rearrangement.

Section 15. 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 Association as successor to the original Declarant, it should be in the best interest of the development of the Subdivision that the building lines of any Lot should be altered or changed, then Association reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions.

Section 16. Changes in Boundaries; Additions to Common Properties. The Association as successor in interest to the original Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Properties and any Lots including the realignment of boundaries between adjacent Lots and Common Properties.

ARTICLE V RIGHT OF ASSOCIATION TO ALTER, IMPROVE, LANDSCAPE, MAINTAIN AND REPAIR COMMON AREAS AND PORTIONS OF LOTS

Section 1. General Duties. The Association shall have the right to make or cause to be made such reasonably necessary alterations, modifications, improvements, repairs, maintenance and replacements to the Common Properties and portions of Lots as set forth herein, and the cost thereof shall be assessed as Common Properties and portions of Lots as set forth herein, and the cost thereof shall be assessed as Common Expenses and collected from the Owners as provided herein. Provided, however, the Association reserves the right to transfer the maintenance of all streets, roads, rights-of-way and drainage systems to the Seabrook Island Community Association, Inc., any nonprofit organization or any government authority.

Section 2. Responsibilities of Owners. All maintenance and repair of Lots, together with all other improvements hereon or therein and all lawns, landscaping and grounds on and within a

Lot shall be the responsibility of the Owner(s) of such Lot. Except to the extent the Board of Directors, in the Board's sole discretion, specifically and reasonably decides otherwise, all attendant lawns, trees, shrubs, hedges, grass, natural areas and other landscaping shall be maintained by the Owner(s) thereof. As provided in this Declaration, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge, within a reasonable time after receiving written notice from the Board.

No Owner shall: (a) decorate, change or otherwise significantly alter the appearance of any portion of the exterior of a structure on any Lot unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Board as otherwise provided herein; or (b) do any work which, in the reasonable opinion of the Architectural Review Board, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Board and the Owners and Mortgagees of the Lots directly affected thereby or benefitting from such easement or hereditament; or (c) act in any way to block, damage or otherwise adversely affect any Owner's use of any common driveway easement.

Section 3. Association's Responsibility.

(1) Except as may be otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Properties, which responsibility shall include the maintenance, repair and replacement of: (a) all Common Areas, walks, trails, lagoons, ponds, amenity areas, swimming pool, streets, roads, rights-of-way, drainage easements, utility easements, bridges, bike trails, jogging paths, fences, landscaped areas/natural areas and other improvements situated within the Common Properties; (b) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Properties and which are not maintained by a public authority, public service district, public or private utility or other person; and (c) all lawns, trees, shrubs, hedges, grass and other landscaping situated on Lots, in common driveway easements, in easements encumbering Lots or in Common Properties, but limited to the extent determined by the Board of Directors of the Association.

The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by any Owner or any other person; (b) resulting from any rain or other surface water which may leak or flow from any portion of the Common Properties; or (c) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility of the maintenance of which is that of the Association, becoming out of repair. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the common Properties or any other portion of the Subdivision.

No diminution or abatement of Assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the

responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(2) In the event that the Board of Directors reasonably determines that:

(a) Any Owner has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder; or (b) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole, then, in either event, the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have Fifteen (15) days from the date or receipt of a notice from the Board within which to complete the same in a good and workmanlike manner.

In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole reasonable cost and expense of such Owner, and said reasonable cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within the Subdivision 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: (a) annual Assessment charges; and (b) special Assessments for capital improvements, insurance, maintenance expenses and other Common Expenses and emergencies; 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 the charge upon the land and shall be a continuing lien on the property against which each 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 the Assessment fell due. The obligation for delinquent Assessments shall run with the land and shall pass to his successors in title. Upon reasonable written request, the Association shall provide an accounting of an Owner's Assessments and any delinquency in payment thereof. All reports of delinquency must be given subject to any state and federal laws regarding disclosure of a debtor's financial information.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to pay all Common Expenses, to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for the administration, acquisition, construction, landscaping and improvement and maintenance of Lots, easements, common driveways, and Common Properties. In addition such Assessments may, at the Board of Director's discretion, be used to pay for any expenses associated with erosion control measures, maintenance, repair and replacement of fences. Further, Assessments may be expended to provide services and facilities devoted to the purposes set forth herein or for the use and enjoyment of the Common Properties, including, but not limited to, the costs of utilities, repairs, replacements and additions; the cost of labor, equipment, materials, management, maintenance and supervision; the payment of taxes assessed against the Common Properties; the procurement and maintenance of insurance as required by this Declaration; the payment of charges for garbage service, water furnished and water and sewer services or other utilities rendered to the Common Properties; the employment of attorneys, accountants, employees' management companies and contractors as shall be required for the orderly and efficient discharge of its business and the operation of the Association's Common Properties; payment of insurance deductibles, emergency repairs, reconstruction after casualty loss and for all other purposes set forth in this Declaration or the By-Laws, and such other needs as may arise, or as may be required in the judgment of the Board of Directors. The Association shall be authorized to establish reserve funds in such amounts and for such purposes as the Board of Directors shall determine in their best judgment. All Assessments set forth in this Declaration shall be in addition to any assessments as may be levied by and due to SIPOA

Section 3. Annual Assessment. The Board of Directors shall fix the annual Assessment based upon the annual budget of the Association as provided herein. When the Board of Directors fixes the annual Assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per Lot.

Section 4. Special Assessments for Capital Improvements and Other Purposes. In addition to the annual Assessments authorized above, the Association may levy, in any calendar year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures, personal property related thereto and for any other purpose not prohibited by this Declaration, provided that any such Assessment shall have the assent of Two-thirds (2/3) of the votes of the Members voting in person or by proxy at a meeting called for such purpose.

Section 5. Special Assessment for Maintenance, Taxes, Water, Sewer, Other Common Utility Expenses and Emergencies. In addition to the annual and special Assessments authorized above, the Board of Directors may levy, in any assessment year, in an amount not to exceed Fifty (50%) percent of the annual assessment for such year, without a vote of the membership, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of improvement, maintenance or repairs of the Common Properties and Lots including fixtures and personal property related thereto; for the cost of the taxes for and the utilities supplied to the Common Properties; for any repairs, restoration, reconstruction, maintenance or

improvements made necessary by any emergencies including but not limited to damages resulting from storm, wind and flood as determined in the sole discretion of the Board of Directors; or for any other purpose allowed under this Declaration.

Section 6. Uniform Assessment. All annual and special Assessments, except as provided in Section 8 of this Article VI, shall be set at a uniform amount for all lots and shall be collected on a monthly, quarterly or annual basis as approved by the Board of Directors.

Section 7. Association's Working Capital. The Board of Directors may, upon conveyance of a Lot to a new Owner, assess each new Owner a sum for a Working Capital contribution. If such a Working Capital contribution is implemented by the Board, such sums would be separate and distinct from annual Assessments and would not be considered advance payments of such Assessments. At the time of the recording of this document, no Working Capital contribution is required from new Lot Owners.

Section 8. Date of commencement of Annual Assessment: Due Dates. At least Thirty (30) days in advance of each annual Assessment period, the Board of Directors shall fix the amount of the annual Assessment and notify every Owner subject to that Assessment. The due dates for approved installment payment of the annual Assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the annual, special or other assessments on a specific Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment (whether annual, special or otherwise) not paid within Thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of: (a) Eighteen (18%) percent per annum; or (b) the maximum rate provided by applicable law. The Association may bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property, or both. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the Assessment(s) due and payable and collect the same through foreclosure. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessment. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclosure action, and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect the same and the delinquent owner consents to the appointment of a receiver. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot. Any deficiency after foreclosure remains the personal obligation of the Owner who owned the Lot at the time of the commencement of the foreclosure action.

Section 10. Subordination of the Lien. The lien of Assessments provided for herein shall be subordinate to the lien of any first mortgage upon such Lot and subordinate to any lien for assessments due the SIPOA. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien on the Lot but not the personal liability of the

debtor as to the debt 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.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. No building, wall, fence, ornamentation or other structure or improvement or any nature shall be erected, placed or significantly altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. The Architectural Review Board may require a current tree survey to be submitted with any building plans and specifications. Each building, wall, fence or other structure or improvement of any nature, together with any other structure or improvement of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications, change requests and Plot plans, or any of them, may be for any reason, including purely aesthetic reasons, in the sole and uncontrolled discretion of the Architectural Review Board. Any significant change in the appearance of any building, wall, fence or other structure or improvements and any significant change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Article.

The Architectural Review Board shall be appointed by the Board of Directors of the Association.

The Architectural Review Board shall consist of Three (3) members. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member or the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this Declaration, but shall be entitled to reimbursement for reasonable expenses incurred. The Architectural Review Board shall act on submissions to it within Thirty (30) days after receipt of same or the request shall be deemed approved. Requests and submissions shall, however, be in such form and contain such information as the Architectural Review Board may require prior to the beginning of the Thirty (30) day time period during which it is required to act.

The Architectural Review Board shall have the power and authority to apply, enforce and establish reasonable architectural and building standards and promulgate such rules and regulations as it reasonably deems appropriate. The Architectural Review Board may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for

review in order to cover reasonable costs and to compensate any consulting architects, landscape architects, urban designers or attorneys.

Any Owner may appeal the decision of the Architectural Review Board to the Board of Directors, provided that all parties involved comply with the decision of the Architectural Review Board until such time, if any, as the Board of Directors amends, or reverses the Architectural Review Boards decision. Appeals petitions must be in writing, must state the grounds for appeal, and must be submitted to the Board of Directors within Ten (10) business days of the decision of the Architectural Review Board. The Board of Directors shall review the appeal and act upon the appeal by amending, reversing or confirming the decision of the Architectural Review Board within Fifteen (15) days of receipt of the petition. The Board of Directors' decision shall be by majority vote. The decision of the Board of Directors as to all appeals shall be binding in all respects.

The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any exterior finishing color is changed.

Section 2. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed and installed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any building or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association nor the Architectural Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 3. Seabrook Island Architectural Review Board. Unless the architectural review authority established herein is transferred to the SIPOA Architectural Review Board as set forth in the Declaration of Covenants and Restrictions for Seabrook Island recorded in the RMC Office for Charleston County, the approval as set forth herein shall be in addition to that presently required by the SIPOA Architectural Review Board.

ARTICLE VIII USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling. No Lot, including any dwelling thereon or to be built thereon, shall be used for or subject to any type of Vacation Time Sharing Plan as defined by Section 27-31-10, et. seq., of the Code or Laws for the State of South Carolina (1976), as amended, or any subsequent laws of this State dealing with that or similar type ownership.

Section 2. Signs. No sign of any kind shall be displayed to public view on a Lot or the Common Properties without the prior written consent of the Association, except customary name and address signs or signs allowed by the covenants and restrictions of The Seabrook Island Community Association, Inc.

Section 3. Dwelling Specifications. All Dwellings to be erected on Lots shall be a minimum of Two Thousand (2,000) square feet of heated area with a minimum of Fifteen Hundred (1,500) square feet of heated area on the first floor of the structure. No temporary or permanent structure shall be erected or located upon any Lot except such Dwelling.

Section 4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. Activity on Lot. Nothing shall be kept and no activity, other than rental activity, shall be conducted on any Lot, Dwelling or on the Common Properties that would increase the rate of insurance applicable to any portion of any Lot, improvement or Common Property. No Owner shall do or keep anything, or cause or allow anything to be done or kept, on his Lot, in his Dwelling or on the Common Area which will result in the cancellation of insurance on any portion of the Properties, or Common Areas or any contents thereof or which will be in violation of any law, ordinance or regulation. No waste shall be committed on any portion of the Common Area or facilities situate thereon. Nothing shall be done in or to any Dwelling or in, to or upon any of the Common Area which will impair the structure/integrity of any building, Dwelling or portion of the Common Area, or which would impair or alter the exterior of any Dwelling or portion thereof, except in the manner provided in this Declaration.

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 no more than Three (3) household pets (including no more than Two (2) dogs) may be kept or maintained provided that they are not kept for commercial purpose, and provided further, that they shall not constitute any nuisance or cause any unsanitary conditions. Dogs, cats and other household pets shall be permitted in the Common Properties, subject to the rules and regulations of the Association, only if control of such pets is maintained by leashes. Each Owner is responsible for the cleanup and disposal of their pet's waste.

Section 7. Outside Antennas. No outside radio antenna, satellite dish, television antenna or similar structure or building shall be erected on the Properties in such a manner as it is visible from the street or Common Properties, unless and until approved by the Association.

Section 8. Clothes Drying. No drying or airing of any clothing or bedding, including beach towels, shall be Permitted outdoors on the Properties or over the deck railings of any dwelling.

Section 9. Landscaping, Plants, Trees, Bridges and Fences. Plants, trees, shrubs and ground cover (except those which are indigenous to the area) now or herein after located upon any Lot, common driveway easement, right-of-way or Common Property, together with any

fences or bridges now or hereafter constructed upon any Lot, appurtenant easements, right-of-way or Common Property, shall be maintained by the Association, at its option, as a Common Expense, and may not be replaced, altered or removed except by permission of the Architectural Review Board. No additional plants, trees or Shrubs may be planted upon any right-of-way, common driveway easement or Common Property without written approval of the Architectural Review Board.

Section 10. Outdoor Recreational Equipment. No gym sets, sand boxes, basketball goals or other outdoor recreational equipment shall be installed or used upon the Common Properties, except in areas specifically provided for recreational purposes by the Board of Directors or on any Lot after approval by the Architectural Review Board.

Section 11. Prohibited Work. No owner shall do any work or pursue any activity which would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament without, in every case, unanimous consent of the Association and all Owners affected being first obtained.

Section 12. Rebuilding Requirements. Subject to the terms of this Declaration regarding insurance coverage and reconstruction, any Dwelling or other structure on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than Six (6) months.

Section 13. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of any Lot within the Subdivision including any freshwater wetlands shall be made without the prior written approval of the Architectural Review Board nor shall any fill be used to extend any Property beyond any boundary line of any Lot.

Section 14. Tree Removal. No trees or bushes of any kind having a diameter of Six (6) inches or more (measured from a point Two (2) feet above the ground level) shall be removed from any Lot without the express written authorization of the Architectural Review Board. The Board of Directors shall further have the authority to require any Owner removing a tree in violation of this provision to replace same at such Owner's costs. This Section does not prohibit the removal of trees damaged by storm or Act of God or which are a risk to the safety of any Owners or their guests, invitees, or licensees.

Section 15. Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the governmental authorities having jurisdiction over the Subdivision or by the SIPOA. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted. All garbage shall be stored within the residence of each Owner or in storage facilities provided for that residence at the time the residence is constructed. These storage facilities must be of a design approved by the Architectural Review Board. The storage area must be visually screened in order to conceal it from view from the road.

and adjacent Lots. No garbage receptacles shall remain curbside and visible more than Twenty-four (24) hours after the scheduled curbside garbage pickup on any given day.

Section 16. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to its proximity to any Common Properties or bodies of water. Specifically, the Association does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision.

Section 17. Additional Restrictions for Lots Fronting on the Lagoon. No docks, landings or other structures may be located in or adjacent to the lagoon within or adjacent to the Subdivision except as may be permitted by the Association. All boating and swimming activities in such lakes and lagoons shall be prohibited.

Section 18. Certain Vehicles Prohibited from Lots. No tractor trailers or mobile homes, campers, recreational vehicles or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, motorcycles, Three (3) wheel all-terrain vehicles, commercial vehicles, boat trailers or boats shall be kept, stored or parked overnight on any Lot, Common Property, common driveway easement, road or street within the Subdivision, except that the storage of trailers, golf carts, and boats is permitted if parked under a Dwelling and adequately screened from view. Storage and work areas may be maintained in the other areas under the Dwelling, but must not be visible from outside the Dwelling nor interfere with the duties of the Association.

Section 19. Mailboxes. No mailbox may be placed on any Lot until it has been approved by the Architectural Review Board.

Section 20. Regulations. Reasonable regulations governing the use of the Common Properties shall be promulgated by the Board of Directors. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

Section 21. Setbacks and Building Lines. Each Dwelling or other structure which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback requirements, if any, established by the Architectural Review Board.

Section 22. Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision.

Section 23. Prohibit of Open Outdoor Storage. No junk, debris or materials of any kind shall be stored on a Lot other than in an approved, enclosed structure. Firewood and bicycles may be stored on a Lot provided they are not visible from any Common Properties, easements, streets.

Section 24. Hunting. All hunting within the subdivision shall be prohibited.

Section 25. Lighting. No mercury vapor with similar lights which are situate upon poles or lamp posts similar to street lights shall be permitted on any Lot without prior written consent of the Architectural Review Board which may decline such permission in its sole discretion and may, but shall not be obligated to, consider the feelings or Lot Owners.

Section 26. Variances. The Board of Directors shall be authorized to grant variances or easement encroachment agreements where the strict interpretation of this Declaration would create undue hardship for the Owner of any Lot within the Subdivision.

ARTICLE IX INSURANCE AND CASUALTY LOSSES

Section 1. Insurance.

(a) The Board of Directors or its duly authorized agents shall have the authority to and shall, where available, obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Properties against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority and shall obtain and continue in effect a public liability policy covering all the Common Properties and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain: (i) workers compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Properties having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law and reasonably obtainable, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

- (1) all policies shall be written with a company holding rating of A+10 or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible;
- (2) all property insurance Policies shall be for the benefit of the Association, Owners and Owner's Mortgagees, if applicable, as their interests may appear;
- (3) all policies shall contain a waiver of the insurer's right to cancel without first giving Thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a Mortgagee Endorsement has been issued;
- (4) in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual owners or their Mortgagees;
- (5) all policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's Directors and Officers, the Owners and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager; and
- (6) all policies shall contain a provision that, the Policy may not be canceled, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests and invitees, or on account of the acts of any Director, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which he defect may be cured.

Section 2. Insurance to be Carried by Owners. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, public liability, property damage, title and other insurance with respect to his own Lot, and any common driveway easement located on his Lot.

Section 3. Damage to or Destruction of Common Properties. Immediately after damage or destruction by fire, storm, flood or other casualty to all or any part of the Common Property or other Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction. "Repair or reconstruction" as used in this Article means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Within Sixty (60) days, or as may be reasonable under the circumstances, following any damage or destruction of all or part of the Common Properties or

other insured Property, the Association shall restore or replace such damaged improvements, to include trees, shrubbery, fences, lawns, landscaping, and nature vegetation. If the insurance Proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency should not be appropriated in the judgment of the Board of Directors from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special Assessment against all Owners, without the necessity of a vote of the Members of the Association, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for the repair of such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. Special Assessments levied according to this Section 3 may include but are not limited to special Assessments for insurance deductibles, temporary emergency repairs or uninsured losses.

Section 4. Damage to or Destruction of Lots. In the event of damage or destruction by fire or other casualty to any Lots or improvements within any common driveway easement on such Lot, such Owner shall, at its/their own expense, promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot and/or common driveway in a clean, orderly, functional, safe and sightly condition. Subject to the provisions of this Declaration such owner shall repair or rebuild such Lot, driveway or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other construction laws, ordinances and regulations. All cleaning, clearing, repairing or rebuilding shall be commenced as promptly as circumstances allow following such damage or destruction and shall be carried through, without interruption, diligently to conclusion.

Each Owner is responsible for insuring against any loss resulting from damage to any furniture, furnishings, personal effects and other personal property belonging to such Owner. Each Owner is responsible for reviewing all insurance coverage provided by the Association and accepts any risk of loss which arises from any loss not covered because of a gap in coverage between the Association's insurance coverage and each Owner's coverage. Also, risk of loss of or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Area or insured by the Association) belonging to or carried on the person of the Owner of or in, to or upon Common Areas shall be borne by the Owner.

All furniture, furnishings and personal property constituting a portion of the Common Area and held for the joint use and benefit of all Owners shall be covered by such insurance as shall be maintained in force and effect by Association as provided herein. An Owner shall have

no personal liability for any damages caused by the Association. An Owner shall be liable for injuries or damage resulting from an accident in his own Dwelling. An owner shall be liable for any damages or injuries occurring on the Common Area as a result of the actions or inactions of said Owner, his licensees and invitees.

Section 5. Authority to Adjust Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for the benefit of the Association shall be vested in the Board of Directors or its duly authorized agent for the benefit of Association and all Owners and mortgagees; provided, however, that all Owners and mortgagees having an interest in such loss shall be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Lot, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section including executing all documents recurred in connection therewith on behalf of the Owner.

ARTICLE X GENERAL PROVISIONS

Section 1. Application. All Owners, their guests, family members, employees and tenants, or any other persons who may in any manner use the Properties or any portion thereof, shall be subject to the provisions hereof, to the provisions of the By-Laws and to any rules and regulations promulgated by the Board of Directors.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce in whole or in part any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants, easements and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of Twenty (20) years from the date hereof and thereafter shall automatically continue in effect for additional periods of Ten (10) years each, unless otherwise agreed to in writing by the then Owners of at least Three-fourths (3/4) of the Lots subject to this Declaration.

Section 5. Amendments by Association. This Declaration may be amended at any time by an instrument signed by the Owners of not less than Fifty-one (51%) percent of the Lots subject to this Declaration.

In addition to the foregoing method, amendments to this Declaration may be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed Amendment shall be included in the notice of the meeting of the Association at which such proposed Amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by at least Fifty-one (51%) percent of the total votes cast at a duly called meeting of the Association.

(c) 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 attached to or incorporated in the amendment executed by the Association, which sworn statement shall state that the agreement of the required parties was lawfully obtained in accordance with this Declaration and By-Laws. 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.

Section 6. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 7. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, non-personal entities, as well as the singular and plural wherever the context requires or permits.

Section 8. Rule Against Perpetuities, Etc. In the event that any of the provisions here are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, such terms shall be reduced to a period of time which shall not violate the Rule Against Perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for such reduced period of time.

Section 9. Protective Covenants and Affirmative Obligations. The easements, covenants and restriction set forth in this Declaration are in addition to the existing covenants, restrictions, easements, assessments and affirmative obligations of record including, but not limited to, those found in restrictions, covenants, contracts or agreements of the SIPOA

Section 10. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal or unenforceable in its entirety, or in such a significant manner that the Association is not able to act substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the Parties hereto and the subject matter hereof, and such adjudication occurs within Ten (10) years of the date of recording this Declaration, all Common Properties and all rights and privileges in the Common Properties, if any, belonging to the Association at the time of such adjudication shall be

conveyed to The SIPOA, which shall thereafter own and operate said common Properties as trustee for use and benefit of Owners within the Subdivision as set forth below. If said adjudication shall occur on a date more than Ten (10) years after that date of recording of this Declaration, all Common Properties owned by the Association at such time shall be transferred to a properly appointed trustee which trustee shall own and retain said Common Properties, for the use and benefit of Owners within the Subdivision, as set forth below:

(a) Each Lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the owner of each such Lot or parcel to The SIPOA or trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the SIPOA or the trustee as the case may be;

(b) Any past due annual assessment together with interest thereon at the maximum annual rate permitted by law together with all costs and attorney's fees shall be a personal obligation of the Owner at the time that annual assessment became past due, and shall also constitute and become a charge and continuing lien on the Lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, its heirs, devisees, personal representatives, successors and assigns; and

(c) The SIPOA or trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Subdivision, and the SIPOA or the trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the SIPOA nor the trustee shall have the obligation to provide for the operation, maintenance, repair, and upkeep of the Common Properties, once the funds provided by the annual assessment have been exhausted.

Section 11. No Dedication of Common Properties. Every park, stream, body of water, Common Property, recreational facility, and other amenity within the Subdivision is a private park facility or amenity and neither the recording of any such plat nor any other act with respect of any such plat nor any other act of the Association with respect to the Property is, or is intended to be, or shall be construed as a dedication to the public of any said parks, Common Properties, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said areas designated as Common Properties is reserved to the Association, its successors and assigns; to the persons who are, from time to time, Members of the Association; and to the licensees and invitees of all the aforementioned persons, the use of which shall be subject to such rules and regulations as may apply to an Owner of the facility or Property involved.

IN WITNESS WHEREOF, the Association has duly executed this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions For St. Christopher Oaks, the date and year first above written, and the President certifies that it has duly approved this Amended and Restated Declaration of Covenants Conditions and Restrictions for St. Christopher Oaks and that the agreement of the required parties was lawfully obtained in accordance with this Declaration.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ST. CHRISTOPHER OAKS PROPERTY OWNERS ASSOCIATION, INC.

an Kester
Witness #1 sign here

BY: Michael Knowles
ITS: President

Swann Johnson
Witness #2 sign here

STATE OF South Carolina
COUNTY OF Charleston

ACKNOWLEDGMENT

PERSONALLY appeared before me, Michael Knowles (print name of President), the duly authorized President of St. Christopher Oaks Property Owners Association, Inc., who acknowledged the due execution of the within First Amended Declaration of Covenants, Conditions, and Restrictions for St. Christopher Oaks as its act and deed.

SWORN to before me this 12 day of August, 2013.

Harmony Gipson (Seal)
Notary Public for South Carolina
My Commission expires: Jan. 2016



EXHIBIT "A"
PROPERTY SUBJECT TO DECLARATION

Lots

All those certain pieces, parcels, or lots of land, together with the buildings and improvements thereon, situate, lying and being on Seabrook Island, Charleston County, South Carolina, and being more particularly known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 on a plat entitled "St. Christopher Oaks Final Subdivision Plat Town of Seabrook Island, Charleston County, South Carolina," by Penolia A. Van Buren, P.L.S. S.C. Reg. No. 11075, for Arc Surveying Company, Inc., dated March 4, 1999, and recorded April 29, 1999, in Plat Book ED at Page 124 in the Office of the RMC for Charleston County.

Current lot boundaries for Lots 13 & 14 are more particularly shown on that certain plat entitled "Plat Showing Lot Line Adjustment Lot 13 and Lot 14 St. Christopher Oaks Town of Seabrook Island Charleston County, South Carolina," by Thomas V. Bessent, Land Surveyor S.C. Reg. No. 10778 for Engineering Surveying and Planning, Inc., dated August 16, 1999, and recorded April 28, 2000, in Plat Book ED at Page 982 in the Office of the RMC for Charleston County.

Lot 1 TMS # 147-08-00-159	Lot 11 TMS # 147-08-00-149
Lot 2 TMS # 147-08-00-158	Lot 12 TMS # 147-08-00-148
Lot 3 TMS # 147-08-00-157	Lot 13 TMS # 147-08-00-147
Lot 4 TMS # 147-08-00-156	Lot 14 TMS # 147-08-00-146
Lot 5 TMS # 147-08-00-155	Lot 15 TMS # 147-08-00-145
Lot 6 TMS # 147-08-00-154	Lot 16 TMS # 147-08-00-144
Lot 7 TMS # 147-08-00-153	Lot 17 TMS # 147-08-00-143
Lot 8 TMS # 147-08-00-152	Lot 18 TMS # 147-08-00-142
Lot 9 TMS # 147-08-00-151	Lot 19 TMS # 147-08-00-141
Lot 10 TMS # 147-08-00-150	Lot 20 TMS # 147-08-00-140
	Lot 21 TMS # 147-08-00-161

Common Properties

Right of Way: Crooked Oaks Lane

All that certain piece, parcel, or lot of land, same being an improved private road providing ingress and egress to the Twenty-one (21) Lots adjacent to said private road, situate, lying and being in the Town of Seabrook Island, County of Charleston, State of South Carolina, known and designated as "CROOKED OAKS LANE" bearing TMS# 147-08-00-160, on a plat entitled, "ST. CHRISTOPHER OAKS FINAL SUBDIVISION PLAT, TOWN OF SEABROOK ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," dated March 4, 1999, prepared by ARC Surveying Company, Inc., recorded in Plat Book ED at Page 124 in the Office of the RMC for Charleston County. Said lot having such size, shape dimensions, buttings, and boundings as will by reference to the aforesaid plat more fully and at large appear.

TMS #: 147-08-00-160

"EXHIBIT B"
BY-LAWS FOR
ST. CHRISTOPHER OAKS PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Association is the St. Christopher Oaks Property Owners Association, Inc. hereinafter referred to as the "Association." The principal office of the Association shall be located at 1003 Landfall Way, Seabrook Island, SC 29455, but meetings of Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The words and terms used in the By-Laws or any supplemental set of By-Laws, unless the context shall clearly indicate otherwise have the same meanings as shall be set forth in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions For St. Christopher Oaks (the "Declaration").

ARTICLE III
MEMBERS

Section 1. Association Membership. Every Owner of a Lot which is subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessments.

Section 2. Membership Rights Subject to Assessment Payment. The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such Assessments are made, as provided by Article VI of the Declaration.

Section 3. One Vote Per Lot. Every Owner shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be Members and the one 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.

Section 4. Suspension of Rights. The membership rights of any person whose interest in the Properties is subject to Assessments under Article III, Section 2 hereinabove may be suspended by action of the Board of Directors during the period when the Assessments remain unpaid; but, upon payment of such Assessments, his rights and privileges shall be automatically restored. If the Board of Directors has adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon,

then in its sole discretion the Board may suspend the rights of any such person for violation of such rules and regulations for a period not to exceed Thirty (30) days.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Membership Annual Meeting. Meetings of the Members shall be held at such place as may be designated by the Board of Directors, and shall occur at least once a year. An annual meeting of the Members shall be held on a day and time as determined by the Board of Directors, to be designated in the notice of the meeting.

Section 2. Membership Special Meetings. Special Meetings of the Members for any purpose may be called at any time by the President, Vice President, Secretary or Treasurer, or by any Two (2) or more members of the Board of Directors, or upon written request of Members holding at least Ten (10%) percent of all the votes entitled to be cast on any issue proposed to be considered at the special meeting.

Section 3. Notice. Notice of any meeting shall be given to the Members by the Secretary. Notice may be given to each Member either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary and notices of meetings shall be mailed to such address. Notice of any meeting, regular or special, shall be mailed not more than Sixty (60) days and not less than Ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be conducted and the purpose for which the meeting is called; provided, however, that if the business of any meeting shall involve and be governed by the Declaration applicable to the Properties, or any action for which other provision is made in these By-Laws, notice of such meeting shall be given or sent as therein or herein provided. Notice is effective upon mailing by first-class mail of the U. S. Postal Service to the address of each Member registered with the Association.

Section 4. Quorum. The presence at any meeting in person or by proxy of Members entitled to cast Fifty-one (51%) percent of the total votes of the Association shall constitute a quorum for any action governed by these By-Laws. Any Owner not physically present or represented by his agent at the meeting or who does not execute and return the proxy form sent to him in the required mailing shall be deemed to be not present for the purposes of determining the presence of a quorum. Any action governed by the Declaration applicable to the Properties shall require a quorum as therein provided.

Section 5. Informal Action By Written Consent. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if all Members have proper notice of the action and written consent(s) entitled to vote on the action setting forth the action to be taken shall be signed by Members holding the number of votes required by these By-laws or the Declaration to approve such an action if presented at a duly held meeting. This consent shall be delivered to the Association and filed with the Secretary of the Association as part of the Association's records.

Section 6. Manner of Acting. Unless otherwise provided herein or in the Declaration, a majority of the total votes cast in person or by proxy at a duly called meeting of the Association shall be the vote required to pass motions, make decisions and govern the administration of the Association.

Section 7. List of Owners. Pursuant to South Carolina Code Ann. Section 33-7-107 as it may be amended from time to time, The Secretary of the Association shall prepare or cause to be prepared, at least Ten (10) days before every regular or special meeting of the Association, a complete list of Owners entitled to vote at the regular or special meeting. Such list shall include the address of each Member and shall be open to the examination of any Owner during ordinary business hours starting on the date on which the notice of the meeting is given. The list shall be produced and kept at the time and place or any meeting of the Association during the whole time thereof, and may be inspected by any Owner who is present. Unless otherwise provided for in advance by resolution of the Board of Directors, the record date for the purpose of determining Owners entitled to vote at any meeting of the Association shall be the close of business on the day before the first meeting notice is delivered to the Members.

ARTICLE V PROXIES

Section 1. Voting by Proxy. Each Member entitled to vote may vote in person or by proxy at all meetings of the Association.

Section 2. Proxies. All proxies must have an effective date. All proxies shall be executed in writing by the Member or by his duly authorized attorney-in-fact and filed with the Secretary; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Declaration. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date; and no proxy shall be valid after Eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the Member of his Lot.

ARTICLE VI PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Use of Common Properties. Each Member shall be entitled to the use and enjoyment of the Common Properties as provided in the Declaration.

Section 2. Delegation of Rights. Any Member may delegate his rights or enjoyment in the Common Properties and facilities to the members of his family who reside upon the Properties or to any of his tenants or renters who lease or rent Property from him. Such Member shall notify the Secretary in writing of the name of any person or persons and of the relationship

of the Member to such person or persons. The rights and privileges of such person or persons are subject to suspension to the same extent as those of the Member.

ARTICLE VII ASSOCIATION PURPOSES

The Association has been established for the purpose of insuring, maintaining, repairing, replacing, and administering the Common Properties and common facilities and providing common services; administering and enforcing the covenants, conditions and restrictions contained in the Declaration; and levying, collecting and disbursing Assessments and charges herein created. The Association shall be authorized but not required to provide any of the services set forth in the Declaration or these By-Laws and shall be further authorized to provide any and all services necessary or desirable in the judgment of the Board of Directors to carry out the Associations obligations and business under the terms of the Declaration and these By-Laws.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. General Powers. The Association shall be governed and the business affairs of the Association shall be managed by a Board of Directors. Except to the extent otherwise required by the provisions of the South Carolina Code relating to nonprofit corporations, these By-Laws, the Declaration, or the Articles of Incorporation of the Association, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent on the part of the Owners Members.

Section 2. Number and Tenure. The Board of Directors shall consist of Three (3) members. Beginning with the first annual or special meeting of the Association and continuing at each subsequent annual meeting the Members shall elect the Directors for a term which expires at the next annual meeting following their election. No cumulative voting is allowed.

Section 3. Vacancies. Vacancies in the Board of Directors shall be filled by a majority of the remaining Directors, and any such appointed Director shall hold office until his successor is elected as provided herein.

Section 4. Special Meetings. Annual Meetings of the Board of Directors shall be held immediately following the annual meeting of the Association. The Board of Directors may provide by resolution the time and place for holding of additional regular meetings of the Board.

Section 5. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any Two (2) Directors by giving notice thereof to the members of the Board as provided herein.

Section 6. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least Three (3) days prior to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of

the Association. Any Director may waive notice of any meeting at or before the time of the meeting stated herein, and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice at such meeting, unless specifically provided by law, the Articles of Incorporation, these By-Laws or the Declaration.

Section 7. Quorum. A majority of the Board of Directors actually holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 8. Manner of Acting. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors and will bind all Directors.

Section 9. Compensation. Directors shall not receive any salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance or his duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 10. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent or consents, in writing, setting forth the action so taken shall be signed by all of the Directors, which consent shall be filed with the Secretary of the Association as part of the Associations records. Telephone conference meetings where the action of the Board of Directors is subsequently reduced to a written memorandum and signed by all the Directors within Seven (7) days after the telephone conference shall be effective as if occurring at a duly called meeting. Actions under this section are effective when the last Director executes the consent.

Section 11. Removal of Directors. Any Director may be removed with or without cause by majority vote of the membership. A successor may then and there be elected to fill the vacancy thus created or the vacancy may be filled by the majority vote of the remaining Directors. The term of a Director elected to fill a vacancy expires at the next meeting at which Directors are elected. A Director may be removed by the members as provide above only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes of the meeting is the removal of the Director.

ARTICLE IX POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Properties, amenities 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 right to use the Common Properties, amenities and facilities, if any, 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 for a period not to exceed Thirty (30) days for infraction of published rules and regulations;

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

(d) employ a Property manager, an independent contractor, an accountant, an attorney, or such other employees or advisors as they deem necessary, and to prescribe their duties;

(e) grant utility and ingress/egress easements on, over and across the Lots and Common Properties of the Association, as provided in the Declaration;

(f) sell, transfer and convey portions of Common Properties without a vote of the Members of the Association in order to (i) correct errors or mistakes in Deeds or easements to or from the Association; or (ii) to divest the Association of Properties which are not necessary for the functions and services which the Association is authorized to carry out and deliver; and

(g) exercise for the Association all powers and authority necessary to carry out the intent of the Declaration and the By-Laws.

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

(a) cause to be kept a complete record of all its acts and Association 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 a One-fourth (1/4) vote of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) perform their duties uniformly as to each Lot;

(d) fix and levy the amounts of all Assessments, annual, special or otherwise;

(e) send written notice of all Assessments to every Owner subject thereto;

(f) in the discretion of the Board, to foreclose the lien against any property for which assessments are not paid within Thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) provide for a Board of Architectural Review;

(h) 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. A certificate shall be conclusive evidence of such payment. These certifications will be issued subject to all state and federal laws concerning the disclosure of a debtor's financial information;

(i) procure and maintain adequate liability, hazard, flood or other insurance on Common Properties and property owned or leased by the Association as it may deem appropriate;

(j) cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate; to provide Directors and Officers liability insurance, errors and omission insurance or similar insurance for Officers and Directors, as it may deem appropriate;

(k) cause the Common Properties and portions of individual Lots to be maintained, replaced or improved, and properly landscaped as provided in this Declaration;

(l) prepare an annual budget for the Association, outlining anticipated receipts and expenses for the following fiscal year;

(m) carry out the reconstruction of Common Properties and improvements after casualty, and to carry out the further improvement of such Common Properties including a right to levy a special emergency assessment necessary to pay for emergency repairs, to pay insurance deductibles, or otherwise provide for the repair and reconstruction of the Common Properties to the condition existing prior to the casualty;

(n) acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Properties, as may be necessary or convenient in the operation and management of the Association;

(o) enforce by legal means the provisions or the Articles of Incorporation, Declaration and By-Laws of the Association, and the rules and regulations promulgated by the Board;

(p) pay all taxes and assessments which are liens against any part of the Common Properties or other property, real or personal, belonging to the Association;

(q) pay all costs of power, water and sewer and other utility services rendered to the Association and not billed to the Owners of Lots;

(r) borrow money on behalf of the Association and to pledge/mortgage the property of the Association as security for such loan(s);

(s) implement erosion control systems and/or devices and to levy assessments therefor, should the Board of Directors determine that such steps and/or devices are necessary; and

(t) exercise for the Association all powers, duties, and authority vested in or delegated to the Association by the Declaration and not reserved to the Membership by other provisions of these By-Laws, the Declaration or the Certificate of Incorporation.

ARTICLE X
AUTHORITY TO MORTGAGE

To the extent provided by law the Board of Directors 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 in the Declaration to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular assessment at any time there are outstanding any amounts as repayment of any such loans.

ARTICLE XI
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed with or without cause by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. Except as otherwise determined by the Board of Directors, the President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. President. The President shall be the chief executive officer of the Association. He shall execute on behalf of the Association all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. The President shall preside at all meetings of the Association and the Board or Directors. He shall have all general powers and duties which

are usually vested in the office of President of a property owners association, including the power to appoint committees.

Section 7. Vice President. The Vice President shall act under the direction of the President and shall perform such duties as may be imposed by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 8. Secretary. The Secretary shall act under the direction of the President. Subject to the direction of the President, the Secretary shall attend all meetings of the Board of Directors and meetings of the Association and record the proceedings. He shall give, or cause to be given, notice of all meetings of the Association and of the Board of Directors as required by these By-Laws and shall perform such other duties as may be prescribed by the President or the Board of Directors. He shall also maintain a current list of Owner names and notice addresses.

Section 9. Treasurer. The Treasurer shall act under the direction of the President and shall keep or be responsible for keeping the accounts of the Association. He shall disburse the funds of the Association as may be ordered by the President or the Board of Directors and shall render on request or at the regular meetings of the Board of Directors an account of all of his transactions as Treasurer and of the financial condition of the Association. The Treasurer shall be responsible for mailing all Assessment notices to Owners.

ARTICLE XII COMMITTEES

Section 1. Committees of Directors. Subject to South Carolina Code of Laws Ann. governing nonprofit corporations, the Board of Directors may designate one or more committees, each of which shall consist of two or more Directors and such other Members as the Board shall determine, which committees, to the extent authorized by the Board, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger or consolidation of the Association; the amendment of the Articles of the Association; or the sale, lease or exchange of all or substantially all of the property of the Association; (b) the designation of any such committee or the filling of vacancies in the Board of Directors or in any such committee; (c) the amendment or repeal of these By-Laws; (d) the amendment or repeal of any resolution of the Board of Directors; or (e) any other matter expressly prohibited by the South Carolina Code of Laws Ann.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of Directors present at a duly called meeting. Such committees shall perform such duties and have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE XIII
LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board Member or Officer of the Association shall be liable to any Owner for any decision, act or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification of Board Member. The Association shall indemnify and defend each Board Member to the extent and in the manner permitted by law, from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Board Member if all of the following conditions are satisfied:

(a) Such Board Member has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws;

(b) Such Board Member reasonably believed:

1) in the case of conduct in his official capacity with the Association, that his conduct was in its best interest;

2) in other cases, that his conduct was at least not opposed to its best interests; and

3) in the case of criminal proceedings, he had no reasonable cause to believe his conduct was unlawful;

(c) Such Board Member or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and

(d) Such Board Member or Officer cooperates with the Association defending against the liability.

The expense of indemnifying a Board Member or Officer as provided herein shall be a Common Expense of the Association and shall be borne by all Property owners, including such Board Member or Officer.

ARTICLE XIV
AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors, at a regular or special meeting of the Board by a vote of a majority or all Directors, provided notice of such mending action with a copy or summary of the proposal is given in the call for said meeting.

These By-Laws may also be amended by a Two-thirds (2/3) vote of the Members at a duly called meeting of the Association provided notice of such proposed amendment is given in the call for such meeting.

Amendments to these By-Laws shall not be required to be recorded in the Office of the RMC for Charleston County in order to be effective. Amendments hereto are effective immediately upon the required vote being obtained.

ARTICLE XV
MERGER

To the extent and in the manner provided by law, the Association may participate in mergers and-consolidation with other nonprofit associations organized for the same or similar purpose, provided, however, that any such merger or consolidation shall require approval by a vote of Two-thirds (2/3) of the total votes cast at a meeting duly called for such purpose.

Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operating of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to such merger. The surviving or consolidated association may administer the Common Properties, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall affect any revocation, change or addition to the Declaration.

ARTICLE XVI
DISSOLUTION

If the Members determine that it is in the best interest of the Association and/or its Members to completely dissolve the Association, such action may be taken by an affirmative vote of Three-fourths (3/4) of the total votes of those present at a meeting duly called and held for such purpose.

ARTICLE XVII
FISCAL YEAR

The fiscal year of the Association shall be determined by the Board of Directors.

ARTICLE XVIII
GENERAL

Section 1. Conflicts. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; in the case of any conflict between these By-Laws and any regulation promulgated by the Board of Directors, these By-Laws shall control.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforce ability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

Section 6. Robert's Rules. All meetings of the membership and of the Board of Directors shall be conducted in accordance with Robert's Rules of Order Revised.

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CERTIFICATION

I, Elaine B. Davis, do hereby certify as follows:

I am the duly elected and acting Secretary of the **ST. CHRISTOPHER OAKS PROPERTY OWNERS ASSOCIATION, INC**; and

The foregoing By-Laws constitute the current By-Laws of said Association, as duly adopted at the meeting of the Association held on the 20 day of July, 2013

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Association this 23rd day of August, 2013.

Elaine B. Davis
Secretary

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

dh

Filed By:

JENSEN LAW FIRM
125-G WAPPOO CREEK DRIVE
CHARLESTON SC 29412

cmf

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Charlie Lybrand, Register Charleston County, SC		

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ST CHRISTOPHER OAKS LLC

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