

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES AND LIENS

FOR

CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

WESTVACO DEVELOPMENT CORPORATION

TABLE OF CONTENTS
TO THE DECLARATION OF
CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

<u>Article</u>	<u>Section</u>	<u>Page</u>
I.	DEFINITIONS -----	7
	1. Area of Common Responsibility -----	7
	2. Association -----	7
	3. Board of Directors -----	7
	4. Commercial Unit -----	7
	5. Common Expenses-----	8
	5A. Declarant-----	8
	6. General Common Area -----	8
	7. Member -----	8
	8. Mortgage -----	8
	9. Mortgagee -----	8
	10. Mortgagor -----	8
	11. Owner-----	8
	12. Parcel-----	9
	13. Person-----	9
	14. Properties -----	9
	15. Residential Unit -----	9
	16. Special Use Properties -----	10
	17. The Parcel Assessment -----	10
	18. Unit -----	11
II.	PROPERTY RIGHTS -----	11
III.	MEMBERSHIP AND VOTING RIGHTS -----	11
	1. Membership -----	11
	2. Voting -----	12
	3. Board of Directors -----	14
IV.	MAINTENANCE -----	14
V.	INSURANCE AND CASUALTY LOSSES -----	15
	1. Insurance -----	15
	2. No Partition -----	17
	3. Disbursement of Proceeds -----	18
	4. Damage and Destruction -----	18
	5. Repair and Reconstruction-----	19
	6. Special Use Properties -----	19

VI.	CONDEMNATION -----	20
-----	--------------------	----

<u>Article</u>	<u>Section</u>	<u>Page</u>
-----------------------	-----------------------	--------------------

VII.	ANNEXATION OF ADDITIONAL PROPERTY -----	20
------	---	----

- | | | |
|----|--|----|
| 1. | Annexation Without Approval of Class “A” Membership----- | 21 |
| 2. | Annexation With Approval of Class “A” Membership----- | 21 |
| 3. | Development Plan----- | 22 |

VIII.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION -----	22
-------	---	----

- | | | |
|----|--|----|
| 1. | The Common Area ----- | 22 |
| 2. | Personal Property and Real Property for Common Use ----- | 23 |
| 3. | Rules and Regulations----- | 23 |
| 4. | Implied Rights----- | 23 |

IX.	ASSESSMENTS -----	23
-----	-------------------	----

- | | | |
|----|--|----|
| 1. | Creation of General and Parcel Assessments ----- | 23 |
| 2. | Computation of General Assessment ----- | 24 |
| 3. | Maximum Annual General Assessments ----- | 25 |
| 4. | Initial General Assessments----- | 26 |
| 5. | Date of Commencement of Assessments----- | 26 |
| 6. | Effect of Non-Payment of Assessment; The Lien;
Remedies of Association----- | 27 |
| 7. | Subordination of the Lien to Mortgages----- | 28 |
| 8. | Capital Budget and Contribution----- | 29 |

X.	ARCHITECTURAL REVIEW BOARD-----	29
----	---------------------------------	----

- | | | |
|----|--|----|
| 1. | New Construction Committee ----- | 29 |
| 2. | Modifications Committee ----- | 30 |
| 3. | Submission of Plans and Specifications ----- | 31 |
| 4. | Architectural Guidelines ----- | 31 |
| 5. | Violations ----- | 32 |

XI.	USE RESTRICTIONS -----	33
-----	------------------------	----

XII.	MORTGAGE PROVISIONS -----	33
------	---------------------------	----

- | | | |
|----|---------------------------------------|----|
| 1. | Payment of Taxes ----- | 33 |
| 2. | No Priority ----- | 33 |
| 3. | Notice to Mortgagee ----- | 33 |
| 4. | Management Agreement Limitations----- | 34 |

XIII. DURATION AND AMENDMENT ----- 34

 1. Duration ----- 34

 2. Amendment ----- 34

XIV. GENERAL PROVISION ----- 36

 1. Enforcement ----- 36

 2. Indemnification ----- 37

 3. Delegation of Use ----- 38

 4. Owner’s Right to Ingress, Egress, and Support ----- 38

 5. Easements of Encroachment ----- 38

 6. Easements for Utilities, Etc. ----- 39

 7. Severability ----- 39

 8. Renting or Leasing of Residential Units ----- 39

 9. Condominium Conversions ----- 41

*****The Declaration and By-Laws are amended such that all references to “proxy” or “proxies” shall be deleted and replaced with the following “in accordance with Article II Section 8 of the By-Laws. Recorded 03-05-03 in Book 03172 Page 141.**

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY) AMENDMENT TO DECLARATION OF COVENANTS
) RESTRICTIONS, EASEMENTS, CHARTS AND LIENS
) FOR CROWFIELD PLANTATION COMMUNITY AND
) SUPPLEMENTARY DECLARATIONS THERETO

THIS AMENDMENT AND SUPPLEMENTARY DECLARATIONS TO THE Declaration of Covenants, Restrictions, Easements, Charges and Liens for Crowfield Plantation Community is made as of October 1, 1980, by Westvaco Development Corporation (hereinafter referred to as the Declarant).

W I T N E S S E T H :

WHEREAS, Westvaco Development Corporation, having acquired the fee interest in the Property (as hereinafter defined), established a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Crowfield Plantation Community, dated March 26, 1980, and recorded the same in the Office of the Register of Mesne Conveyances of Berkeley County in Book C-132, Page 87; and

WHEREAS, pursuant to Article IX, Section 9.02 and 9.03 of the said Declaration, the Declarant retained the absolute right to amend said Declaration unilaterally and in its sole discretion and on its own motion for a period of one year from the date of recordation thereof; and

WHEREAS, the Declarant desires to amend said Declaration of Covenants, Restrictions, Easements, Charges and Liens for Crowfield Plantation Community and evidencing that such changes are best accomplished by restating the same,

NOW, THEREFORE, for and in consideration of the promises and the benefits to be derived by the Declarant and each and every owner and subsequent owner of any of the property in the community of Crowfield Plantation, the Declarant does hereby amend the Declaration of

Covenants, Restrictions, Easements, Changes and Liens for Crowfield Plantation as recorded in the R.M.C. Office for Berkeley County, South Carolina, in Book C-132, Page 87, by deleting the same in its entirety and substituting in lieu thereof as follows;

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, CHANGES
AND LIENS FOR
CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

This Declaration of Covenants, Conditions, Restrictions, Changes and Liens (hereinafter referred to as the “Declaration”) is made as of October 1, 1980, by Westvaco Development Corporation, a South Carolina Corporation, hereinafter referred to as “Declarant.”

W I T N E S S E T H :

Declarant intends by this Declaration to impose upon the real property described in Exhibit “A” attached hereto and incorporated herein by reference, mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within Crowfield Plantation. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component commercial areas and residential associations, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be submitted to this Declaration. The Association hereby created may perform educational, recreational, charitable, and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit “A” and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, affirmative obligations, charges and liens which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right,

title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

Article I **Definitions**

Section 1. “Area of Common Responsibility” shall mean and refer to the General Common Area and Special Use Properties together with those areas, if any, which by contract with any residential or condominium association; with any commercial establishment or association, or with any apartment building owner within Crowfield Plantation, become the responsibility of the Association.

Section 2. “Association” shall mean and refer to Crowfield Plantation Community Services Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

Section 3. “Board of Directors” or “Board” shall be the elected body having its normal meaning under South Carolina corporate law.

*****Article I, Section 4 is amended by deleting the section and substituting the following: Recorded 06-30-99 Book 1677 pages 239-241.**

Section 4. “Commercial Unit” shall mean a portion of commercial space as more specifically defined herein. Commercial Space is any portion of the Properties intended for any type of ownership and use for commercial purposes and shall include, in way of illustration and not limitation, office, retail, industrial and service uses as well as any improved property intended for residential use but not for independent ownership, such as apartment buildings, nursing homes, and assisted living facilities.

A Commercial Unit shall be a single component of commercial space offered to a commercial consumer in the ordinary course of business, including, in way of illustration, but not limitation, office suites, retail establishments, and individual warehouses as may be specifically shown on plats subjecting property to this Declaration.

Section 5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

*****Article I is amended by adding a new section, Section 5A "Declarant" Recorded 07-25-88 in Book C241 pages 233-246.**

Section 5A. "Declarant" shall mean Westvaco Development Corporation, a South Carolina corporation, together with such successors in title of Westvaco Development Corporation who come to stand in the same relation to the Exhibit "A" or Exhibit "B" property, or a portion thereof, as did its predecessor and its lawful assigns to all or a portion of such property.

*****Article I, Section 6 amended to read as follows: Recorded 04-02-81 in Book C137/209.**

Section 6. "General Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. General Common Area shall contain such properties as shown and designated as such on a recorded plat of any portion of Crowfield Plantation and shall be deeded to the Association by the Declarant. Such deed of conveyance of General Common Area shall specify that such property is General Common Area to be held for the common use and enjoyment of all Owners and Residents as set forth in this declaration.

Section 7. "Member" shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

Section 8. "Mortgage" shall include a deed of trust as well as a mortgage.

Section 9. "Mortgagee" shall include a beneficiary or holder of a deed of trust as well as a mortgagee.

Section 10. "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Unit which is part of the Properties but excluding in all cases any party

holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Residential Units in an apartment shall be the record owner of the apartment building or buildings.

Section 12. "Parcel" shall mean and refer to separately designated, developed residential or commercial areas comprised of various types of housing or commercial activity initially or by amendment made subject to this Declaration, for example and as by way of illustration and not limitation: condominiums, apartments, or fee simple houses or townhouses. In the absence of a specific designation of separate parcel status, all property made subject to this Declaration shall be considered a part of the same parcel. Provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such property shall constitute a separate parcel or parcels.

Section 13. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 14. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.

*****Article I, Section 15 is amended by deleting the section and substituting the following:
Recorded 06-30-99 Book 1677 pages 239-241.**

Section 15. "Residential Unit" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include in its meaning, in way of illustration but not limitation, condominium units, townhouses, detached single family homes on separately platted lots, patio or zero lot line homes as may be developed, used and defined as herein provided, or as provided in subsequent declarations covering all or a portion of the Properties. The term "Residential Unit: shall include within its meaning separately platted residential building lots upon which

structures have not been erected but which have been platted and made subject to this Declaration directly or by amendment. In the event an apartment building or complex is converted to condominium units, each condominium unit shall be a “Residential Unit” and the apartment building or complex shall no longer constitute a “Commercial Unit.”

*****Article I Section 16 is amended by adding a new sentence. Recorded 07-25-88 in Book C241 pages 233-246.**

Section 16. “Special Use Properties” shall mean and refer to real and personal property owned by the Association and designated in the deed conveying the property to the Association as Special Use Properties. Only those Members who join, pay special fees, or otherwise comply with Special Use Regulations which the Board may adopt shall have a right to use and to enjoy such Special Use Property. The designation Special Use property may be removed by a vote of a majority of the members of each class present in person or in accordance with Article II Section 8 of the By-Laws, at a meeting of the Association duly called for such purpose, provided that the Board of Directors shall recommend such approval. The Board of Directors may adopt rules and regulations governing the use, maintenance, insurance, enjoyment, and administration of the Special Use Properties.

Section 17. “Parcel Assessment”. As more fully provided in Article IX, parcel assessments for Common Expenses provided for herein or by any supplementary Declaration shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of Commercial or Residential Units against which the specific parcel assessment is levied and of maintaining the property within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equally against Owners of Units in a Parcel for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

*****Article I is amended by adding a new section, Section 18 "Unit" Recorded 07-25-88 in Book C241 pages 233-246.**

Section 18. "Unit" shall mean a residential unit or a commercial unit as defined hereinabove.

Article II

Property Rights

Every Owner shall have a right and easement of enjoyment in and to the General Common Area subject to any restrictions or limitations contained in any deed conveying to the Association such property or in any amendment to this Declaration subjecting such property to this Declaration. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Article III

*****Article III Section 1, of the Declaration is amended by deleting the last sentence therein and replacing it with the following: Recorded 03-05-03 in Book 03172, Page 136.**

Membership and Voting Rights

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Commercial or Residential Unit or lessee of a Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate this Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Unit owned. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, excluding Class C members, may be exercised by a member or the member's

spouse, but in no event shall more than one vote for each class of membership applicable to a particular Commercial or Residential Unit be cast for each such Unit.

*****Article III Section 2, of the Declaration is amended by deleting the first sentence and replacing it with the following: Recorded 03-05-03 in Book 03172, Page 136.**

Section 2. Voting. The Association shall have two classes of membership, Class “A” and Class “D” as follows:

*****Article III, Section 2 (a) amended by adding the following: Recorded 04-02-81 in Book C137/209.**

*****Article III, Section 2 (a), is deleted in its entirety and replaced with the following: Recorded 03-05-03 in Book 03172, Page 136.**

(a) Class “A”. Class “A” members shall be all Owners of Residential Units, with the exception of the Class “B” members, if any.

*****Article III, Section 2 (b) amended by deleting subsection (iii) and inserting in lieu thereof as follows: Recorded 04-02-81 in Book C137/209.**

(b) Class “B”. Class “B” member shall be the Declarant, and any successor of Declarant who takes title for the purpose of development and sale. The Class “B” members shall originally be entitled to ten thousand (10,000) votes; this number shall be decreased by one vote for each three Class “A” votes outstanding at any one time. The Class “B” membership shall terminate and become converted to Class “A” membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class “A” votes equal or exceed seven thousand five hundred (7,500); or
- (ii) January 1, 2005; or
- (iii) When, in its discretion, the Declarant so determines and executes and records an instrument stating such determination; or;

*****Article III, Section 2(b)(iv) is amended by deleting the words “the Declarant shall execute and record a notice of termination of the project” and substituting in their place the words “the Declarant shall execute and record a notice of termination of the ‘Class B’ membership.” Recorded 07-25-88 in Book C241 pages 233-246.**

(iv) When there is no new construction, no application for building permits, or no continuation of sales activity (maintenance of a sales office or advertisements of Units for sale) for a period of six (6) months, the Declarant shall execute and record a notice of termination of the ‘Class B’ membership.”

*****Article III, Section 2 (b)paragraph after (iv) amended by the following change: Recorded 04-02-81 in Book C137/209.**

*****Article III, Section 2(b)(iv) is amended by deleting the second paragraph thereof beginning with the word “Unless” and ending with the word “meeting”. Recorded 07-25-88 in Book C241 pages 233-246.**

From and after the happening of these events, whichever occurs earlier, the Class “B” members shall be deemed to be Class “A” members entitled to one vote for each Residential Unit in which the interest required for membership under Section 1 hereof is held. At such time, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the membership of the termination of Class “B” status.

(c) Class “C”. Class “C” members shall be the lessees of Residential Units, if Registered within the Association in accordance with procedures the Board shall establish by resolution.

*****Article III Section 2 (d), of the Declaration is amended by deleting the first sentence and replacing it with the following:**

(d) Class “D”. Class “A” and “D” members shall be entitled on all issues to one vote for each Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one vote per unit. When more than one person holds such interest in any Unit, the vote for such unit shall be exercised as those members themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit’s vote shall be suspended in the event more than one person seeks to exercise it.

*****Article III Section 3 is amended by deleting the letter "C" from the second sentence. Recorded 03-05-03 in Book 03172 page 135.**

Section 3. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. It is the intent of this Article that the right to elect at least a majority of the members of the Board of Directors shall pass from the Declarant (Class B Member) to the Type A, and D Members at such time as the Class B Membership terminates as set forth in Section 2(b) of this Article.

*****Article IV is amended by adding an additional paragraph: Recorded 04-02-81 in Book C137/209.**

*****Article IV is amended to delete the first full paragraph and substitute: Recorded 07-25-88 in Book C241 pages 233-246.**

Article IV

Maintenance

The Association shall operate, maintain, and keep in good repair the General Common Area and Special Use Properties. Such operation and maintenance of the General Common Area shall be funded by the General Assessments. Such operation and maintenance of the Special Use Properties shall be funded by membership fees, user charges, and special fees applicable to the use thereof; however, the Association may also maintain the Special Use Properties by discretionary use of General Assessment funds as determined necessary by the Association Board of Directors on a case by case basis. Such determination shall be made by majority decision of the Association Board of Directors on a case by case basis and notice shall be provided to the Association members when required by the By-Laws.

Maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all flora and fauna, structures and improvements situated upon the General Common Areas and Special Use Properties.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in any Declaration subsequently recorded which creates any residential or

commercial association (including but not limited to condominium associations) upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those members residing in the association to which the services are provided. The assumption of this responsibility may take place by contract. The provision of services in accordance with this Section shall not constitute discrimination within a Class.

*****Article IV is amended by adding an additional paragraph: Recorded 04-02-81 in Book C137/209.**

Nothing herein to the contrary withstanding, the Association shall not exercise the within Authority to assume maintenance responsibilities of a Horizontal Property Regime without the approval of the Council of Co-Owners thereof.

*****Article V is amended by deleting in each section and part thereof the words "Common Area" where they might appear and inserting in lieu thereof the words "general common area." Recorded 07-25-88 in Book C241 pages 233-246.**

Article V

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the general common area and may, by written agreement with any other association in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the general common area, the Association and its members for all damage or injury caused by the negligence of the

Association or any of its members or agents. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the general common area shall be common expenses of the Association included in the General Assessment, as defined in Article IX, Section 1; premiums for insurance provided to other associations shall be charged to those associations. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for this respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth;

(a) All policies shall be written with a company licensed to do business in South Carolina and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available and, if not available, the most nearly equivalent rating.

(b) All policies on the general common area shall be for the benefit of the Residential Unit and Commercial Unit Owners and their mortgages as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Directors' provided, however, that no mortgages having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees.

(e) The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to

depreciation, or all insurable improvements on the general common area by one or more qualified persona, at least one of whom must be in the real estate industry and familiar with construction in the Berkeley County, South Carolina, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective tenants, servants, agents and guests;
- (ii) A waiver by the insurer of its rights to repair, and reconstruct instead of paying cash;
- (iii) That no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;
- (iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner or mortgagee;
- (v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

Section 2. No Partition. Except as is permitted in the Declaration, there shall be no physical partition of the General Common Area or Special Use Properties or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article in the case of damage or destruction, or unless the Properties have 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 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the General Common Area or Special Use Properties or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners if any Residential or Commercial Unit is involved and with their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Residential or Commercial Unit and may be enforced by such mortgagee.

(b) If it is determined as provided for in Section 4 of this Article that the damage or destruction to the General Common Area or Special Use Properties for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the 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 obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction as used in this

paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the General Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the General Common Area damage or destruction shall be repaired or reconstructed.

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

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners in proportion to the number of Residential or Commercial Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

*****Article V is amended by the addition of Section 6 "Special Use Properties" Recorded 07-25-88 in Book C241 pages 233-246.**

Section 6. "Special Use Properties". The Association may, but is not obligated, to provide insurance on the Special Use Properties. Such determination shall be made by decision

of the Board of Directors of the Association. Insurance so obtained on the Special Use Property shall be funded by membership fees, use charges, and special use fees applicable to use thereof as otherwise is provided for the maintenance of Special Use Properties.

Article VI

Condemnation

Whenever all or any part of the General Common Area shall be taken (or conveyed in lieu of any under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the General Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the General Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the General Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VII

Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time until twenty (20) years from the date this Declaration is recorded in the R.M.C. Office for Berkeley County, South Carolina, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the R.M.C. Office for Berkeley County, South Carolina, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in said Exhibit "B" attached hereto.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the Owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members, other than Declarant, of the Association present in person or in accordance with Article II Section 8 of the By-Laws at a meeting duly called for such purpose, the Association may annex real property other than that shown on exhibit "B" and, following the expiration of the right in Section 1, the property shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the R.M.C. Office for Berkeley County, South Carolina, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the

Secretary of the Association, and any such annexation shall be effective upon filing unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class “A” members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings as the case may be.

Section 3. Development Plan. The Declarant intends to develop the property described in Exhibit “A” and Exhibit “B” in accordance with a Master Development Plan prepared by consultants and its planning department and placed on display in its reception and sales office, and other areas. The Declarant reserve the right to review and modify the Master Development Plan at its sole option from time to time based upon its continuing research, market surveys, and design programs. The Master Development Plan shall not bind the Company, its successors and assigns to adhere to the Master Development Plan in the development of the land shown thereon.

The property described in Exhibit “B” when subjected to this Declaration as provided herein, and not before such time, shall become part of Crowfield Plantation. Nothing herein shall be construed to obligate the Declarant to develop any lands other than as described in Exhibit “A”.

Article VIII

Rights and Obligations of the Association

Section 1. The Area of Common Responsibility. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Area of Common Responsibility and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board acting on behalf of the Association shall accept any real or personal property, leasehold, or other property interests within Crowfield Plantation conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include suspension of the right to vote and the right to use recreational facilities. The Board shall in addition have the power to seek relief in any court for violations or to abate unreasonable disturbances.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably given to it herein or reasonably necessary to effectuate any such right or privilege.

Article IX

Assessments

Section 1. Creation of General and Parcel Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors.

General Assessments shall be allocated equally, except as provided herein, among all Residential and Commercial Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. The General Assessment for each Residential Unit shall be equal. General Assessments on Commercial Units shall be computed as follows. For the first two thousand (2,000) square feet of net usable floor space, the

assessment shall equal that for Residential Units and shall increase by an amount equal to one-fifth (1/5) thereof for each additional one thousand (1,000) square feet.

Parcel Assessments shall be levied against Residential and Commercial Units in particular portions of the Properties or in residential or commercial associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole.

Each Owner by acceptance of his or her deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association the General and Parcel Assessments. All membership fees, user charges or special fees applicable to utilization of Special Use Properties shall be treated as an additional assessment.

*****Article IX, Section 1, fifth paragraph, first sentence, is amended to read as follows: Recorded 04-02-81 in Book C137/209.**

*****Article IX, Section 1, fifth paragraph, second sentence is amended to read as follows: Recorded 04-02-81 in Book C137/209.**

Assessments, together with Delinquent Payment Fees thereon and costs of collection thereof including reasonable attorney's fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Residential or Commercial Unit or platted lots owned by the Declarant, or other property against which each assessment is made. Each such assessment, together with Delinquent Payment Fees, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Assessments shall be due and payable on the first day of the fiscal year of the Association and shall be collected in such installments as determined by the Board of Directors. Unless the Board otherwise provides, the assessments shall be paid in yearly installments.

Section 2. Computation of General Assessment. It shall be the duty of the Board at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership to

prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and, if any, parcel expenses. The Board shall cause a copy of the budget, and the amount of the General Assessments to be levied against each Residential Unit and Commercial Unit for the following year, to be delivered to each Owner at least fifteen (15) days prior to the meeting. The assessments shall become effective when the budget is presented at such meeting.

After termination of the Class "B" membership, the annual assessments shall become effective upon approval of the budget at the meeting of members. The budget shall be voted upon and approved by affirmative vote of two-thirds (2/3) of each class of members present and voting in person or in accordance with Article II Section 8 of the By-Laws. In the event the membership disapproved the proposed General Assessment or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the assessment in effect for the then current year shall continue for the succeeding year.

Section 3. Maximum Annual General Assessments. Until January 1, 1982, the maximum General Assessment shall be Two Hundred Dollars (\$200.00) per Residential Unit. The maximum annual General Assessment shall be increased as follows:

(a) From and after January 1, 1982, the maximum General Assessment shall be increased without a vote of the membership in any fiscal year by five (5%) percent of the previous years General Assessment plus such sum as is proportionately equal with the increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average (1967=100), published by the Department of Labor, Bureau of Labor Statistics, for the same comparative period, as of the month of September preceding the next fiscal year. The base Consumer Price

Index for Services for the purposes of this Declaration and as of September, 1980, is 251.7. For example, if on September, 1981, the Index is 264.29, then and in such event, the maximum General Assessment for the 1982 fiscal year shall be increased five percent (5%) by the Index formula in addition to a sum equal to five percent (5%) of the actual annual General Assessment for the previous year.

(b) From and after January 1, 1982, the maximum General Assessment may be increased above that established by the formula set forth above, by a two-thirds (2/3) vote of each class (excluding Class "C") of Members present, in person or in accordance with Article II Section 8 of the By-Laws, at a meeting duly called for this purpose.

Section 4. Initial General Assessments. Until January 1, 1982, the General Assessments shall be the yearly sum of \$100.00 for each Residential Unit.

Section 5. Date of Commencement of Assessments.

(a) The annual General Assessments provided for herein shall commence as to Residential Units on the date a plat showing such lots is recorded in the R.M.C. Office for Berkeley County, South Carolina, provided however, that lots owned by the Declarant shall be assessed at one-tenth (1/10) of the General Assessment applicable to Residential Units. The Declarant shall, however, be assessed the full General Assessment for any completed Residential Unit owned by it which is occupied.

(b) The annual General Assessments provided for herein shall commence as to Commercial Units as of the date the ARB approves plans and specifications for the building to be constructed thereon.

*****Article IX Section 5(c) is amended by deleting the third and fourth words "General and" in the first sentence and deleting the words "or as specified in a contract with the Member owning property within such parcel" as follows the word "Association" and inserting after the word "Association" a period. Recorded 07-25-88 in Book C241 pages 233-246.**

(c) The annual Parcel assessments provided for herein shall commence as to all Commercial and Residential Units within a particular Parcel on the first day of the month

following the conveyance of the Area of Common Responsibility contained within the Parcel to the Association.

*****Article IX. Section 5(d) is amended by deleting that section in its entirety and substituting therefore the following: Recorded 07-25-88 in Book C241 pages 233-246.**

(d) In the case of Additional Properties annexed by amendment to this Declaration, general and parcel assessments shall commence in accordance with the provisions of subsections 5(a), (b), (c) and (e) hereof.

*****Article IX is amended by adding a new section to be denominated subsection (e) and to read as follows: Recorded 07-25-88 in Book C241 pages 233-246.**

(e) Despite anything otherwise contained herein to the contrary, in the event of the sale of a Residential Unit to a builder, such Residential Unit (or each such Residential Unit if more than one is conveyed) shall, at the time of closing to the builder, be subject to levy of an assessment equal to the annual general assessment, parcel assessment, special assessment, or other assessment as might be applicable to Residential Units as then existing under the terms of this Declaration, it being intended that at the time of the conveyance of a Residential Unit to a builder such assessment shall be due and payable effective as of that date. Thereafter, such assessments shall be payable as herein above otherwise provided and as established for other Residential Units similarly situated. For purposes of this section, "builder" shall be defined as the owner of a Residential Unit who owns such Residential Unit for the purpose of development and sale to another.

*****Article IX Section 6 is amended by striking the period at the end of the first paragraph and inserting, following the word "made," the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 6. Effect on Non-Payment of Assessment; The Lien; Remedies of Association.

If the assessments are not paid on the date when due then such assessment shall become delinquent and shall (together with a Delinquent Payment Fee as shall be provided in the By-Laws but not to exceed five (5%) percent of the unpaid balance per month from the due date and

each month thereafter and so long as the assessment or any part thereof remains delinquent, and cost of collection thereof as herein provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made such continuing lien being established by the terms hereof and the recording of this Declaration shall constitute record notice of the existence of such lien, and no further recordation of any claim of lien for assessment shall be required; provided, however, in the discretion of the Board of Directors of the Association, the Association may record a memorandum of lien in the county in which the Properties are located, such lien to be signed by the President of the Association or any agent, attorney, or designate of the Association and such lien to attest to the failure of an owner to pay an assessment on the date when due.

If the assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the property Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include Delinquent Payment Fees on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

*****Article IX, Section 7 is amended by deleting that section in its entirety and substituting therefore the following. Recorded 07-25-88 in Book C241 pages 233-246.**

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage or any purchase money mortgage now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Article X

Architectural Review Board

All property which is now or may hereafter be subject to this Declaration is subject to architectural and environmental review by the Architectural Review Board (the "ARB") which shall be in accordance with this Article and the Architectural Guidelines. The ARB shall consist of a chairman who shall be appointed by the Board of Directors of the Association and who shall function as the administrative officer of the ARB, and the members of the New Construction Committee (the "NCC") and Modification Committee (the "MC") as herein set forth. All plans and specifications shall be submitted to the chairman of the ARB who shall refer the same to the appropriate committee. In those instances where exclusive jurisdiction is vested in the NCC or the MC, actions of such committee shall be given the effect of action by the ARB, including the right to promulgate Architectural Guidelines appropriate to the functioning of such committee, and shall be administered as such by the chairman of the ARB.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. So long as the Class B membership shall exist, the Declarant shall appoint the members of the NCC which shall consist of at least three (3), but no more than five (5), persons, none of whom

shall be required to be Owners or residents of Crowfield Plantation. Thereafter, the Board of Directors shall appoint the members of the NCC, provided however, that the Declarant shall retain the right to appoint one (1) member of the NCC until such time as the development of Crowfield Plantation has been completed. The NCC shall promulgate Architectural Guidelines governing its area of responsibility and practice.

*****Article X Section 2 of the Declaration is amended by adding “under the purview of the Board of Directors” in the second sentence after the words “exclusive jurisdiction” so that it reads as follows: Recorded 03-05-03 in Book 03172, Page 135.**

Section 2. Modifications Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction under the purview of the Board of Directors, over modifications, additions, or alterations made on or to existing Residential Units or structures containing Commercial or Residential Units and the open space, if any, appurtenant thereto; provided, however, that the MC may delegate this authority to the appropriate board or committee of any residential or commercial association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that sufficient Units have been sold in such association and that such board or committee has in force written review and enforcement practices, procedures and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may extend only to property included within the jurisdiction of the association to which the authority is delegated. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

*****Article X Section 2 of the Declaration is amended by adding “subject to the approval of the Board of Directors, who have the right to override any MC decision” to the end of the last sentence, so it reads as follows: Recorded 03-05-03 in Book 03172, Page 135.**

The MC shall promulgate detailed Architectural Guidelines which shall include standards and procedures governing its area of responsibility and practice, subject to the approval of the Board of Directors, who have the right to override any MC decision.

*****Article X Section 3 is amended by deleting in the first sentence “which materially changes” and inserting “which would change”. And further by deleting the third paragraph in its entirety and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 3. Submission of Plans and Specifications. No Residential Unit, Commercial Unit, building, wall, fence, swimming pool or other structure or improvement of any nature, shall be commenced, erected, placed or altered in any way which would change the exterior appearance thereof, until plans and specifications therefor shall have been submitted to and approved in writing by the ARB. Such plans and specifications shall be in such form and shall contain such information as may be required by the ARB in the Architectural Guidelines promulgated by the ARB.

Upon approval by the ARB of plans and specifications submitted to it, a letter of approval from the ARB shall be sent to the person submitting the same.

In the event that the ARB shall fail to take action on any plans and specifications, whether by approval or disapproval, as herein provided within thirty (30) days after receipt thereof, such plans and specifications shall be resubmitted. If the ARB does not act on such resubmission, whether by approval or disapproval, within thirty (30) days of such resubmission, the same shall be deemed to have been approved as submitted, and no further action by the ARB shall be required for the applicant to begin construction. A letter of approval from the ARB shall be sent to the applicant indicating such action.

*****Article X Section 4, of the Declaration is amended by adding in the first sentence “subject to Board of Directors approval” and adding in the last sentence “as approved by the Board of Directors”, so that it reads as follows: Recorded 03-05-03 in Book 03172, Page 137.**

Section 4. Architectural Guidelines. The ARB, subject to Board of Directors approval, may adopt, promulgate, amend, revoke and enforce guidelines (herein referred to as “Architectural Guidelines”) for the purposes of

(1) governing the form and content of plans and specifications to be submitted for approval;

(2) governing the procedure for such submission of plans and specifications; and

(3) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Residential Unit, Commercial Unit, building, wall, fence, swimming pool or other structure on any lot or other Property.

The ARB shall make a published copy of its current Architectural Guidelines readily available to architects, builders, owners and prospective owners upon request. The ARB shall establish and promulgate Architectural Guidelines for Crowfield Plantation and such additional Architectural Guidelines as the ARB may, in its discretion, deem necessary and appropriate for any specified portion thereof as approved by the Board of Directors.

*****Article X is amended by inserting following the word “building” in the first sentence “or any other improvement.” Recorded 07-25-88 in Book C241 pages 233-246.**

Section 5. Violations. If any Residential Unit, Commercial Unit, structure or building or any other improvement shall be erected, placed, maintained or altered upon any lot, or other Properties, or any new use commenced on any lot or other Properties, otherwise than in accordance with the plans and specifications approved by the ARB pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article, and without the approval required therein. If, in the opinion of the ARB, such violation shall have occured, the ARB shall notify the Association. If the Association Board shall agree with the determination of the ARB with respect to the violation, then upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by registered mail, return receipt requested, postage paid), and, if the Owner of the Residential Unit or Commercial Unit upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within twenty (20) days after the mailing of the aforesaid notice of violation, the Association shall have the right of enforcement as provided in Article XIV, Section 1 hereof.

Article XI

Use Restrictions

The Properties shall be used only for residential, commercial, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating residential or commercial associations subject to this Declaration. The Association acting through the Board of Directors shall have standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association.

Article XII

Mortgage Provisions

Section 1. Payment of Taxes. First mortgagees of Residential Units may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner, or any other party, priority over any rights of the first mortgagee of a Residential Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of common area.

Section 3. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by any Owner of a Residential Unit, in which such mortgagee has an interest, of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation, which is not cured within sixty (60) days.

Section 4. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed one year and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

Article XIII

DURATION AND AMENDMENT

Section 1. Duration. This Declaration and the covenants, conditions, restrictions, charges and liens contained herein shall be covenants running with the land and shall burden and bind the Properties, shall inure to the benefits of and be enforceable by the Declarant, the Association and each Owner, their respective legal representatives, heirs, successors and assigns, until January 1, 2000, after which time the Declaration shall be automatically renewed for successive periods of ten (10) years, unless prior to the commencement of any such renewal period, an instrument terminating this Declaration shall be executed by the proper Association Officers and recorded in the Office of the Register of Mesne conveyances of Berkeley County, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the Class A votes and two-thirds (2/3) of the Class "D" votes, which resolution shall have been approved within six months prior to January 1, 2000, or the end of any such ten (10) year extension period

*****Article XIII, Section 2, is amended by deleting "Members of proxies" where they appear and inserting "members or proxies." Recorded 07-25-88 in Book C241 pages 233-246.**

Section 2. Amendment. The Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion, from the date hereof until December 31, 1982, so long as the voting power of existing Members is not diluted thereby, nor the amounts of

assessments of such existing Members raised or changed in any manner which adversely affects such Members. Such amendment shall be effected by recording the same in the Office of the Register of Mesne Conveyances of Berkeley County, South Carolina. Provided further, that the prior approval of the Federal Housing Administration and the Veterans Administration shall be obtained and no amendment hereof shall be effective unless such approval is granted. Concurrence thereon by FHA/VA shall be conclusively established by appendage to the recorded instrument of an affidavit by the Declarant stating that prior FHA/VA approval has been granted.

Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the Class "A" votes and two-thirds (2/3) of the Class "D" votes cast at such meeting, in person or in accordance with Article II Section 8 of the By-Laws, approve such amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, that date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

So long as there is a Class "B" Member, no amendment of this Declaration shall be made without the consent of the Board of Directors.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2, the presence at the meeting of the Members in accordance with Article II Section 8 of the By-Laws entitled to cast twenty-five (25%) percent of the total vote of the Class “A” Membership and twenty-five (25%) of the total vote of the Class “D” Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members in accordance with Article II Section 8 of the By-Laws entitled to cast five (5%) percent of the total vote of the Class “A” Membership and five (5%) percent of the total vote of the Class “D” Membership.

ARTICLE XIV

General Provisions

*****Article XIV Section 1, of the Declaration is amended by adding the following as the third (3rd) paragraph therein: Recorded 03-05-03 in Book 03172, Page 137 and 138.**

Section 1. Enforcement. If any person, firm or corporation shall violate or attempt to violate any provision of this Declaration, it shall be lawful for the Association, the Declarant or any Owner or resident to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other due for violation.

Violation or breach of any provision of this Declaration shall give the Declarant or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon its land upon or as to which such violation or breach exist and summarily to abate and remove at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, if after twenty (20) days written notice of such violation it shall not have been corrected

by the Owner. Any such entry or abatement, or removal shall not be deemed a trespass. Any person entitled to file a legal action for the violation of this Declaration shall be entitled to reasonable attorney's fees as a part of such action. The failure to enforce any rights, reservations, restrictions, or conditions contained in this set Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not alter or affect its enforcement.

Notwithstanding the foregoing, the Board of Directors shall have the power to impose a reasonable fine for violations of the Declaration, the Bylaws, the rules and regulations adopted by it and the Declaration of Covenants and Restrictions applicable to any individual subdivisions within the Association. If any fines levied pursuant to this section are not paid in full by the due date, then such fine shall become delinquent and shall (together with any delinquent or late fees as provided for in the Declaration, Bylaws and/or the Declaration of Covenants and Restrictions applicable to any individual subdivision within the Association) become a charge and continuing lien on the land and all improvements thereon, against which each such fine is made. Such continuing lien is established by the terms of this section and the recording of this Declaration and/or amendments thereto, and such shall constitute record notice of the existence of the lien, without further recordation of any claim of lien being required. Provided, however, in the sole discretion of the Board of Directors, the Association may record a memorandum of lien in the county in which the properties are located, such lien to be signed by the President of the Association or any agent, attorney or designee thereof.

Section 2. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their

own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the General Common Area and facilities to the members of his or her family, tenants, and social invitees. The Board of Directors may impose reasonable regulations limiting the use rights of employees of Owners of Commercial Units.

Section 4. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the General Common Area necessary for access to his or her Commercial Residential Unit and shall have the right to lateral support for his or her Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

*****Article XIV, Section 5, is amended to read as follows: Recorded 04-02-81 in Book C137/209.**

Section 5. Easement of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the General Common Area or Special Use Properties adjacent thereto or as between adjacent Units due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed, or altered

thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the General Common Area or Special Use Properties, or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over, and under all of the General Common Area and Special Use Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any property made subject to this Declaration. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Common Area except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Common Area without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Renting or Leasing of Residential Units. Units may be rented or leased only by written leases and subject to the following restrictions:

(a) Approved Lease and Notice Required for Leasing or Renting of Units. No unit shall be leased or rented unless the owner intending to lease or rent shall have submitted a copy of the proposed lease agreement and a written notice in a form as may be provided by the Board to the Board of Directors at least thirty (30) days prior to the effective date of the lease.

Any owner intending to lease his or her unit shall submit to the Board of Directors with the proposed lease a notice in writing in the form prescribed by the Board of Directors stating the name, age, and address of the intended lessee and members of the lessee's family who will be occupying the unit; the terms of the proposed transaction; and such other information as the Board may reasonably require.

Any assignment, extension, renewal, or modification of any rental agreement, including, but not limited to, changes in the terms, duration of occupancy, or subleasing shall be considered a new lease agreement, notice of which must be given to the Board of Directors in accordance with this section.

(b) Lessee to Comply With Declaration and By-Laws – Effect of Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner.

Each owner agrees to cause his lessee, occupant, or persons living with such owner or with his lessee to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or

injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board shall also have the power to impose reasonable fines upon the lessee for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant, or person living with the lessee to use the General Common Area. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument creating any residential association within Crowfield Plantation.

(c) Restrictions on Leasing. Residential Units may not be leased or rented except for a term of not less than six (6) months. No room may be rented and no transient tenants are allowed. Only the lessee(s) and members of the lessee's (lessees') family may occupy the unit.

*****Amended by addition of Section 9 "Condominium Conversions," to be inserted at the end of Article XIV and it shall read as follows: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 9 "Condominium Conversions" Notwithstanding any of the provisions herein contained to the contrary, in the event any apartment complex, building, or other improvement as might be located within the Properties is proposed for conversion to the condominium form of ownership. No such conversion shall occur until and unless the plans, specifications, and documentation creating or establishing the same shall have been approved, in writing, by the Homeowner's Association. The purpose of this provision is to assure that in the event any conversion to a condominium form of ownership is to occur, that such shall be done consistent with the terms, provisions, and intents of this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this
23rd day of March, 1981.

WESTVACO DEVELOPMENT CORPORATION (SEAL)

By: Kurt O. Wassen, its President

Attest: Jerry C. Spearman, its Vice-President

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

PERSONALLY appeared before me Michael R. Moskal, who, on oath, says that (a) he saw the within named WESTVACO DEVELOPMENT CORPORATION, by Kurt O. Wasson, its President, sign the within Declaration, and Jerry C. Spearman, its Vice-President, attest the same, and the said Corporation, by said Officers, seal said Declaration, and, as its act and deed, deliver the same, and that (s)he with William M. Vause, Jr. witnessed the execution thereof.

SWORN TO and subscribed before me

This 23rd day of March, 1981

*****Exhibit A is amended – property described on this Exhibit attached hereto and incorporated herein by reference is hereby deleted from the scope of the Declaration as if the property were never set forth in the Declaration. Recorded 03-22-96 in Book 827 pages 49-51.**

NOTE..NOTE...NOTE did not find anything from Exhibit A attached

EXHIBIT A

CROWFIELD PLANTATION

PHASE I

ALL that piece, parcel, or tract of land, situate, lying and being on the west side of U.S. Highway 176 and just north of the town of Goose Creek, Berkeley County, S.C., containing 382.98 acres as shown and designated as Parcel IA, on a plat by Andrew C. Gillotte, Registered Surveyor, and dated September 1980, entitled “Plat Showing Parcel I of the Crowfield Unit, Property of Westvaco Corp.,” recorded in the R.M.C. Office for Berkeley County in Plat Cabinet D, Pages 195 and 196. Said property being more particularly described according to said plat as follows:

To find the point of beginning, commence at the intersection of the centerline of Westview Blvd. and the western R/W of U.S. Highway 176 a distance of 1970.06’ to an iron pin, designated as Point #1, which is the true point of beginning. Said point is the northeast corner of property of Berkeley County Board of Education. From the true point of beginning as thus established, thence turning and running along Parcel IA south 73° 06’ 19” west a distance of 1600.10’ to Point 2, an iron pin, thence turning and running south 20° 13’ 41” east a distance of 2016.39’ to Point 3, an iron pin, thence turning and running south 73° 06’ 19” west a distance of 1606.30’ to Point 3A, an iron pin, thence turning and running north 20° 21’ 06” west a distance of 210.64’ to Point 3B, an iron pin, thence turning and running south 73° 06’ 19” west a distance of 1608.45’ to Point 4, an iron pin, thence turning and running south 73° 04’ 36” west a distance of 1454.23’ to Point 5, an iron pin, said line is the Berkeley and Charleston County Line, thence turning and running north 16° 55’ 24” west a distance of 1902.85’ to Point 6, an iron pin, thence

turning and running south $46^{\circ} 24' 04''$ west a distance of 662.74' to Point 7, an iron pin, thence turning and running north $42^{\circ} 07' 01''$ west a distance of 2050.00' to Point 8, an iron pin, thence turning and running north $57^{\circ} 27' 58''$ east a distance of 621.09' to Point 9, an iron pin, thence turning and running easterly a distance of 150.0' to Point 52, an iron pin, thence running along a curve along Parcel IA having a length of 454.77' and a radius of 543.49' to Point 53, an iron pin, thence running south $71^{\circ} 46' 11''$ east a distance of 561.39' to Point 54, an iron pin, thence turning and running north $05^{\circ} 29' 41''$ west a distance of 1190.46' to Point 55, an iron pin, thence running north $30^{\circ} 13' 25''$ west a distance of 1242.77' to Point 56, an iron pin, thence turning and running north $00^{\circ} 36' 59''$ east a distance of 533.48' to Point 57, an iron pin, thence running north $03^{\circ} 28' 26''$ east a distance of 1051.10' to Point 58, an iron pin, thence turning and running south $86^{\circ} 31' 44''$ east a distance of 607.84' to Point 59, an iron pin, thence turning and running north $51^{\circ} 20' 25''$ east a distance of 306.78' to Point 60, an iron pin, thence running north $61^{\circ} 23' 13''$ east a distance of 388.15' to Point 61, an iron pin, thence running north $35^{\circ} 15' 24''$ east a distance of 370.17' to Point 62, an iron pin, thence running north $67^{\circ} 00' 00''$ east a distance of 446.32' to Point 63, an iron pin on the western right-of-way line of U.S. Highway 176, thence turning and running south $23^{\circ} 00' 00''$ east a distance of 4537.98' along the western right-of-way of U.S. Highway 176 to Point 64, an iron pin, said line subject to 5' and 10' power easement, thence turning and running north $22^{\circ} 17' 16''$ west a distance of 334.52' to Point 1, the true point of beginning, said line subject to 10' power easement.

EXHIBIT B

CROWFIELD PLANTATION

ANNEXATION AREA

ALL that piece, parcel, or tract of land, situate, lying and being on the west side of U.S. Highway 176 and just north of the town of Goose Creek, Berkeley County, South Carolina, containing 2534.02 acres as shown on a plat by Andrew C. Gillotte, Registered Surveyor, and dated September 1980, entitled "Plat Showing Parcel I of the Crowfield Unit, Property of Westvaco Corp.," recorded in the R.M.C. Office for Berkeley County in Plat Cabinet D, Pages 195 and 196, said property being all that shown on the said plat excluding Parcel IA. Said property being more particularly described according to said plat as follows:

To find the point of beginning, commence at the intersection of the centerline of Westview Blvd. And the western R/W of U.S. Highway 176, thence running in a northerly direction along said R/W of U.S. Highway 176 a distance of 6851.56' to an iron pin, designated as Point 63, which is the true point of beginning. Said point is the northeast corner of Parcel IA. From the true point of beginning as thus established, thence turning and running south 67° 00' 00" west a distance of 446.32' to Point 62, an iron pin, thence turning and running south 35° 15' 24" west a distance of 388.15' to Point 60, an iron pin, thence turning and running south 51° 20' 25" west a distance of 306.78' to Point 59, an iron pin, thence turning and running north 86° 31' 44" west a distance of 607.84' to Point 58, an iron pin, thence turning and running south 03° 28' 26" west a distance of 1051.10' to Point 57, an iron pin, thence running south 00° 36' 59" west a distance of 533.48' to Point 56, an iron pin, thence turning and running south 30° 13' 25" east a distance of 1242.77' to Point 55, an iron pin, thence turning and running south 05° 29' 41" east a distance of 1190.46' to Point 54, an iron pin, thence turning and running north 71° 46' 11" west a distance of 561.39 feet to Point 53 an iron pin, thence turning and running along a curve with a length of 454.77' and a radius of 543.49' to Point 52, an iron pin, thence burning and running westerly 150' to Point 9, an iron pin, running south 57° 27' 58" west a distance of 621.09' to

Point 8, an iron pin, thence turning and running south $42^{\circ} 07' 01''$ east a distance of 2050.00' to Point 7, an iron pin, thence turning and running north $46^{\circ} 24' 04''$ east for a distance of 662.74' to Point 6, an iron pin, thence turning and running south $16^{\circ} 55' 24''$ east a distance of 1902.85' to Point 5, an iron pin, thence turning and running south $73^{\circ} 04' 36''$ west a distance of 2818.08' to an iron pin, thence turning and running south $82^{\circ} 41' 00''$ west a distance of 1168.03' to an iron pin, said line being contained within a 210' power line right-of-way, thence turning and running south $81^{\circ} 09' 41''$ west a distance of 5320.23' to an iron pin, thence turning and running north $46^{\circ} 25' 08''$ east a distance of 1348.81' to an iron pin, thence turning and running south $46^{\circ} 29' 24''$ west a distance of 793.78' to an iron pin, thence turning and running south $71^{\circ} 33' 54''$ west a distance of 65' to an iron pin, thence turning and running north $37^{\circ} 26' 06''$ west a distance of 1756.13' to a concrete monument, thence turning and running north $58^{\circ} 10' 24''$ east a distance of 8.09' to an iron pin, thence turning and running north $55^{\circ} 37' 24''$ east a distance of 257.75' to a monument, thence turning and running north $06^{\circ} 59' 04''$ west a distance of 257.75' to a monument, thence turning and running north $23^{\circ} 04' 09''$ west a distance of 125.71' to a monument, thence turning and running north $70^{\circ} 41' 58''$ east for a distance of 389.36' to a monument, thence turning and running north $51^{\circ} 47' 00''$ east for a distance of 878.06' to an iron pin, thence running north $68^{\circ} 09' 18''$ east for a distance of 37.15' to an iron pin, thence turning and running north $51^{\circ} 45' 47''$ east for a distance of 89.95' to an iron pin, thence turning and running north $51^{\circ} 45' 18''$ east for a distance of 2453.94' to a monument, thence turning and running north $43^{\circ} 24' 28''$ west for a distance of 701.84' to a monument, thence turning and running north $43^{\circ} 59' 02''$ west for a distance of 1577.59' to an iron pin, thence turning and running north $37^{\circ} 47' 10''$ west for a distance of 281.31' to an iron pin, thence turning and running north $45^{\circ} 23' 10''$ west for a distance of 244.57' to an iron pin, thence turning and running north $05^{\circ} 37' 10''$ east for a distance of 412' to an iron pin, thence turning and running north $75^{\circ} 12' 50''$ west for a distance of 250.96' to an iron pin, thence turning and running south

05° 42' 40" west for a distance of 200' to an iron pin, thence turning and running north 45° 17' 40" west for a distance of 250' to an iron pin, thence turning and running along a curve having a length of 226.75' and a radius of 1877.03' to an iron pin, thence turning and running north 04° 28' 30" east for a distance of 220.14' to an iron pin, thence turning and running along a curve having a length of 421.34' and a radius of 3017.62' to an iron pin, thence turning and running north 12° 28' 19" east for a distance of 279.50' to an iron pin, thence turning and running along a curve having a length of 257.75' and a radius of 1943.12' to an iron pin, thence turning and running north 04° 52' 22" east for a distance of 596.75' to Point 32, thence turning and running northerly for a distance of 150' to Point 33, thence turning north 04° 52' 22" for a distance of 457.49' to an iron pin, thence turning and running along a curve having a length of 269.68' with a radius of 6396.39' to an iron pin, thence turning and running north 02° 42' 19" east for a distance of 993.58' to an iron pin, thence turning and running along a curve with a radius of 2897.94' and a length of 179.88' to a concrete monument, thence turning and running south 88° 03' 06" east for a distance of 50.98' to an iron pin, thence turning and running north 04° 37' 12" east for a distance of 1521.33' to a concrete monument, thence turning and running south 82° 52' 37" east for a distance of 2343.56' to an iron pin, thence turning and running north 88° 18' 44" east for a distance of 1062.87' to an iron pin, thence turning and running north 86° 58' 31" east for a distance of 1014.28' to an iron pin, thence turning and running north 87° 46' 03" east for a distance of 2785.45' to an iron pin, thence turning and running north 74° 50' 18" east for a distance of 1156.81' to a concrete monument, thence turning and running south 07° 55' 26" west for a distance of 1048.41' to a concrete monument, thence turning and running north 80° 41' 31" east for a distance of 1619.28' to a concrete monument, thence turning and running south 23° 00' 00" east for a distance of 2169.42' to Point 63, an iron pin, the true point of beginning, said line subject to 5' power easement.

Said annexation area consists of 2435.31 acres.

TRACT ONE

All that piece, parcel or tract of land situate, lying and being on the west side of U.S. Highway 176 between Crowfield Boulevard and Cherry Hill Subdivision just north of the Town of Goose Creek, Berkeley County, South Carolina, measuring and containing 34.49 acres, as shown and designated on a plat entitled "Plat Showing 34.49 Acre Tract of Land That is the Property of Westvaco Corporation, About to be Acquired by Westvaco Development Corporation for Bridge Creek Subdivision. Located in Crowfield Plantation, situate between Crowfield Boulevard and Cherry Hill Subdivision, Berkeley County, South Carolina" dated May, 1981 prepared by Andrew C. Gillette, Registered Surveyor, and recorded in the R.M.C. Office for Berkeley County in Plat Cabinet D, page 281. Said property is that property shown on the aforesaid plat encompassed within lines connecting points A, B, C, D, E, F, G, H, I and A. Said property has such size, shape, metes, bounds, butts and dimensions as will by reference to said plat more fully appear.

TRACT TWO

Also, all that piece, parcel or tract of land situate, lying and being on the west side of U.S. Highway 176 in Crowfield Plantation near Stratford Forest subdivision, Berkeley County, South Carolina measuring and containing 1.57 acres, as shown and designated as Tract "A" on a plat entitled "Plat Showing Tract "A" Property of Westvaco Corporation Located In the City of Goose Creek, Berkeley Co., S.C., About To Be Conveyed To Westvaco Dev. Corp." dated May, 1981 prepared by Andrew C. Gillette, Registered Surveyor, and recorded in the R.M.C. Office for Berkeley County in Plat Cabinet D, page 280. Said property is that property shown on the aforesaid plat encompassed within lines connecting points D, F, G, H, I, J, K, L, M and D. Said property has such size, shape, metes, bounds, butts and dimensions as will by reference to said plat more fully appear.

Said TRACT ONE and TRACT TWO being that property conveyed to the within Declarant by deed of Westvaco Corporation, dated June 9, 1981, and recorded July 6, 1981, in the R.M.C. Office for Berkeley County, South Carolina, in Book A436, page 218.

*****Annexation, Tract III-A, Tract III-B, Tract III-C and Tract Two: Recorded 05-10-83 in Book C155 Pages 120 thru 123.**

TRACT III-A

All that piece, parcel or tract of land, situate, lying and being on the west side of Crowfield Boulevard (S. C. Hwy No. S-1093) in the Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel III-A Acreage measuring and containing 14.80 acres as shown on a plat entitled "Plat Showing Tracts III-A and III-B, Property of Westvaco Corporation, About to be Conveyed to Westvaco Development Corporation, Located in Crowfield Plantation on Crowfield Boulevard, Berkeley County, South Carolina", made January, 1983, by R. L. Fogleman, Jr., S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E, slide 66. Said Parcel III-A Acreage is encompassed within lines connected by points A, B, C, D, E, F, G, H, W, V, U, T, S and A as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will-by-reference to said plat more fully appear. Said Tract III-A Acreage is more particularly described as follows:

To locate the point of beginning, commence at the point of intersection of the centerline of Crowfield Boulevard (including both "proposed" and "existing" right-of-way as shown on the aforesaid plat) and a prolongation of the centerline of Rochester Road, said point being designated as Station 37 + 63.87 by the South Carolina Department of Highways and Public Transportation, thence running in a generally northwesterly direction along said centerline of Crowfield Boulevard a distance of 418.37 feet to a point on said centerline designated as Station 41 + 82.24, thence turning and running S66°10'18"W 75.0 feet to a point on the westernmost

proposed “right-of-way” line of Crowfield Boulevard designated as Point “A” on the aforesaid plat, said point being the POINT OF BEGINNING; thence running S57°27’58”W 621.09 feet to a point marked by an iron pin; thence turning and running S42°07’06”E 149.45 feet to a point marked by an iron pin; thence running S63°33’23”W 371.70 feet to a point marked by an iron pin; thence turning and running N18°02’42”W 664.48 feet to a point marked by an iron pin; thence N63°10’01”W 110.02 feet to a point marked by an iron pin; thence turning and running N03°11’24”E 109.16 feet to a point marked by an iron pin; thence turning and running S63°10’01”E 36.25 feet to a point marked by an iron pin; thence running S63°10’01”E 72.15 feet to a point marked by an iron pin; thence running N68°00’00”E 236.38 feet to a point marked by an iron pin; thence N23°40’19”E 116.32 feet to a point marked by an iron pin; thence N43°40’19”E 282.16 feet to a point marked by an iron pin; thence N66°10’19”E 240.12 feet to a point marked by an iron pin; thence turning and running along the southwesternmost right-of-way line of Crowfield Boulevard S23°49’42”E 685.76 feet to a point marked by an iron pin, said point being the POINT OF BEGINNING.

TRACT III-B

All that piece, parcel or tract of land, situate, lying and being on the west side of Crowfield Boulevard in the Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel III-B Acreage measuring and containing 22.06 acres as shown on a plat entitled “Plat Showing Tracts III-A and III-B, Property of Westvaco Corporation, About to be Conveyed to Westvaco Development Corporation, Located in Crowfield Plantation on Crowfield Boulevard, Berkeley County, South Carolina”, made January, 1983, by R. L. Fogleman, Jr., S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E. slide 66. Said Parcel III-B Acreage is encompassed within lines connected by points S, T, U, V, W, H, J, K, L, M, N, P, Q, R and S as shown on the aforesaid plat and has such size,

shape, metes, bounds, buttings, location and dimensions as will by reference to said plat more fully appear. Said Tract III-B Acreage is more particularly described as follows:

To locate the point of beginning, commence at the point of intersection of the centerline of Crowfield Boulevard (including both “proposed and existing” right-of-way as shown on, the aforesaid plat) and a prolongation of the centerline of Rochester Road, said point being designated by the South Carolina Department of Highways and Public Transportation as Station 37 + 63.87, thence running in a generally northwesterly direction along said centerline of Crowfield Boulevard a distance of 418.37 feet to a point marked on said centerline designated as Station 41 + 82.24, thence turning and running S66°10’18”W 75.0 feet to a point on the westernmost “proposed” right-of-way line of Crowfield Boulevard designated as Point “A” on the aforesaid plat, thence turning and running N23°49’42”W 685.76 feet along said proposed westernmost right-of-way line of Crowfield Boulevard to a point designated as Point “S” on the aforesaid plat, said point being the POINT OF BEGINNING, thence running S66°10’19”W 240.12 feet to a point marked by an iron pin; thence running S43°40’19”W 282.16 feet to a point marked by an iron pin; thence running S23°40’19”W 116.32 feet to a point marked by an iron pin; thence running S68°00’00”W 236.38 feet to a point marked by an iron pin; thence running N63°10’10”W 72.15 feet to a point marked by an iron pin; thence turning and running N19°17’40”W 474.78 feet to a point marked by an iron pin; thence running N48°11’02”W 395.46 feet to a point marked by an iron pin; thence running N20°17’18”W 270.74 feet to a point marked by an iron pin; thence running N09°42’42”E 80.00 feet to a point marked by an iron pin; thence running N50°17’18”W 48.25 feet to a point marked by an iron pin; thence turning and running N67°30’16”E 756.58 feet to a point marked by an iron pin; thence turning and running along the westernmost right-of-way line of Crowfield Boulevard 534.34 feet along the arc of a curved line concave to the northeast having a radius of 1,212.83 feet and a chord bearing of S35°07’00”E to a point marked by an iron pin; thence continuing running along said right-of-way line 459.97 feet along the arc of a curved line concave to the southwest having a radius of

1,102.23 feet and a chord bearing of S35°46'55"E to a point marked by an iron pin; thence continuing running along said right-of-way line S23°49'42"E 106.33 feet to a point marked by an iron pin, said point being the POINT OF BEGINNING.

TRACT III-C

All that piece, parcel or tract of land, situate, lying and being on the southwest side of Crowfield Boulevard (S.C. Hwy No. S-1093) in the Crowfield Plantation, in Berkeley County, South Carolina, measuring and containing 10.46 acres and designated as Parcel III-C Acreage on a plat entitled "Plat Showing a 10.46 Acre Tract of Land, Property of Westvaco Corporation About to be Conveyed to Westvaco Development Corporation, Located Along Crowfield Boulevard in Crowfield Plantation and Being Part in the city of Goose Creek and Part in Berkeley County, South Carolina", made January 1983, by R. L. Fogleman, Jr. S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County is Plat File Cabinet E, slide 65. Said Tract III-C Acreage is encompassed within lines connecting points A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R, S, T and A as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will by reference to said plat more fully appear. Said Tract III-C Acreage is more particularly described as follows:

To locate the point of beginning, commence at a point on the centerline of Crowfield Boulevard (including both "proposed" and "existing" right-of-way as shown on the aforesaid plat) at a point 2,494.68 feet northwest of the intersection thereof with a prolongation of the centerline of Bridge Creek Drive measured along the said centerline of Crowfield Boulevard, the point being designated as Crowfield Boulevard Station 68 + 23.38 by the South Carolina Department of Highways and Public Transportation, thence running in a generally northwesterly direction along said centerline a distance of 867.79 feet to a point designated as Station 76 + 91.17 on said centerline, thence turning and running S53°33'15"W 75.00 feet to a point on the southwesternmost "proposed" right-of-way line of Crowfield Boulevard, said point being

designated as Point "A" on the aforesaid plat, which said point is the POINT OF BEGINNING; thence running S36°10'28"E 90.10 feet along the said southwesternmost right-of-way line of Crowfield Boulevard to a point marked by an iron pin; thence continuing running along said right-of-way line S36°10'28"E 95.00 feet to a point marked by an iron pin; thence continuing running along said right-of-way line 687.06 feet along the arc of a curved line concave to the southwest having a radius of 1009.71 feet and a chord bearing of N55°40'04"W to a point marked by an iron pin; thence turning and running S16°42'42"W 125.54 feet to a point marked by an iron pin; thence running 211.22 feet along the arc of a curved line concave to the southeast having a radius of 484.07 feet and a chord bearing of S29°12'42"W to a point marked by an iron pin; thence S41°42'42"W 45.98 feet to a point marked by an iron pin; thence S41°42'42"W 154.02 feet to a point marked by an iron pin; thence running 177.47 feet along the arc of a curved line concave to the southeast having a radius of 433.85 feet and a chord bearing of S53°24'49"W to a point marked by an iron pin; thence turning and running N20°17'16"W 66.28 feet to a point marked by an iron pin; thence turning and running 56.61 feet along the arc of a curved line concave to the southeast having a radius of 367.85 feet and a chord bearing of N59°53'57"E to a point marked by an iron pin; thence turning and running N57°57'55"W 181.16 feet to a point marked by an iron pin; thence N37°14'05"W 95.39 feet to a point marked by an iron pin; thence running N37°14'05"W 201.19 feet to a point marked by an iron pin; thence running N18°26'06"W 260.30 feet to a point marked by an iron pin; thence running N28°39'55"W 20.5 feet to a point marked by an iron pin; thence running N28°39'55"W 174.38 feet to a point marked by an iron pin; thence turning and running N34°06'16"E 186.90 feet to a point marked by an iron pin; thence running N53°33'15"E 151.58 feet to a point on the southwesternmost right-of-way line of Crowfield Boulevard marked by an iron pin, said point being the POINT OF BEGINNING.

The above described Tracts III-A, III-B and III-C is the property conveyed to Declarant herein by deed of Westvaco Corporation, dated January 14, 1983, and recorded January 31,

1982, in Book A496, page 126 in the RMC Office for Berkeley County, South Carolina.

The Declaration, as extended to encompass the property set forth hereinabove, is herewith expressly reaffirmed and ratified.

*****Annexation, Parcel IV, Parcel V-A, Parcel V-B, Parcel V-C, Parcel V-D, Parcel VII-A: Recorded 12-28-84 in Book C173 Pages 223 thru 232.**

PARCEL IV

All that piece, parcel or tract of land, situate, lying and being in Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel IV measuring and containing 41.93 acres as shown on that certain plat IV measuring and containing 41.93 acres as shown on that certain plat entitled “Plat Showing Parcel IV, 41.93 Acres, Property of Westvaco Corporation, About to be Conveyed to Westvaco Development Corporation, Located in Crowfield Plantation Berkeley County, South Carolina”, dated February 17, 1983, by A. Vint Thornburg, S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E, slide 137. Said Parcel IV is encompassed within lines connecting points A, B, C, C-1, D, D-1, D-2, E, E-1, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and A as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will be reference to said plat more fully appear. Said Tract IV is more particularly described as follows: To locate the POINT OF BEGINNING, commence at a point on the center line of the 150’ right-of-way of Crowfield Boulevard (including both existing and proposed right-of-way as shown on South Carolina Department of Transportation survey drawings) at the intersection thereof with the center line of Hunters Lane (formerly known as Rochester Road), thence running along the center line of Hunters Lane S27°24’54”W 108.03 feet to a point on said center line, thence continuing running along said center line 392.66 feet along the arc of a curved line having a radius of 838.05 feet and a chord bearing of S40°50’15”W to a point on said center line, thence continuing running along said center line S54°15’36”W 205.36 feet to a point on said center line,

said point designated as Point "A" on above referenced plat, said point being the POINT OF BEGINNING; thence running S42°07'01"E 25.16 feet to a point marked by an iron pin; thence running S42°07'01"E 1,424.84 feet to a point marked by an iron pin; thence turning and running N46°24'04"E 374.63 feet to a point marked by an iron pin; thence turning and running S16°55'24"E 400.88 feet to a point; thence running S16°55'24"E 60.74 feet to a point; thence running S16°55'24"E 249.33 feet to a point marked by an iron pin; thence turning and running S85°21'41"W 53.05 feet to a point; thence running S85°21'41"W 380.00 feet to a point marked by an iron pin; thence turning and running N04°38'19"W 43.79 feet to a point marked by an iron pin; thence turning and running N72°07'11"W 223.47 feet to a point marked by an iron pin; thence S74°49'37"W 400.45 feet to a point marked by an iron pin; thence turning and running N60°35'50"W 192.00 feet to a point marked by an iron pin; thence running N40°53'00"W 198.88 feet to a point marked by an iron pin; thence turning and running S67°21'34"W 152.89 feet to a point marked by an iron pin; thence running S64°27'00"W 308.72 feet to a point marked by an iron pin; thence running S35°15'28"W 54.22 feet to a point marked by an iron pin; thence running N77°30'01"W 243.07 feet to a point marked by an iron pin; thence running

PARCEL V-A

All that certain piece, parcel or tract of land, situate, lying and being in Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel V-A measuring and containing 3.15 acres, shown on that certain plat entitled "Plat Showing Parcel V-A, Property of Westvaco Corporation About to be Conveyed to Westvaco Development Corporation, Located in Crowfield Plantation, Berkeley County, South Carolina", dated August 10, 1983, made by A. Vint Thornburg, S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E, slide 165. Said Parcel V-A is encompassed within lines connecting points A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, and A as shown on the aforesaid

plat and has such size, shape, metes, bounds, buttings, location and dimensions as will be reference to said plat more fully appear. Said Parcel V-A is more particularly described as follows:

To locate the POINT OF BEGINNING, commence at the intersection of Commons Way and Planters Boulevard, thence running along the center line of Planters Boulevard S68°00'00"W 89.54 feet to a point, thence turning and running S22°00'00"E 50.00 feet to a point on the southeastern right-of-way line of Planters Boulevard marked by an iron pin, said point being designated as Point "A" on the above referenced plat and being the POINT OF BEGINNING; thence running along said right-of-way line N68°00'00"E 7.03 feet to a point marked by an iron pin; thence turning and running S18°02'42"E 320.76 feet to a point marked by an iron pin; thence turning and running S68°00'00"W 98.83 feet to a point marked by an iron pin; thence running S87°50'05"W 110.01 feet to a point marked by an iron pin; thence running S70°59'01"W 111.17 feet to a point marked by an iron pin; thence turning and running 58.82 feet along the arc of a curved line concave to the southwest having a radius of 181.66 feet and a chord bearing of N28°17'33"W to a point marked by an iron pin; thence turning and running S52°25'53"W 50.00 feet to a point marked by an iron pin; thence turning and running N37°34'07"W 43.21 feet to a point marked by an iron pin; thence running 22.74 feet along the arc of a curved line concave to the south having a radius of 15.00 feet and a chord bearing of N80°59'59"W to a point marked by an iron pin; thence running N40°07'35"W 50.27 feet to a point marked by an iron pin; thence running N33°59'45"W 108.92 feet to a point marked by an iron pin; thence running N37°34'07"W 50.00 feet to a point marked by an iron pin; thence turning and running N52°26'00"E 201.05 feet to a point marked by an iron pin; thence turning and running N87°50'05"E 225.73 feet to a point marked by an iron pin; thence running N68°00'00"E 57.97 feet to a point marked by an iron pin, said point being the POINT OF BEGINNING, all measurements being a little more or less.

The above Parcel V-A is a portion of a much larger tract of land conveyed to West Virginia Pulp and Paper Company (now Westvaco Corporation) by R. M. Boykin, by deed dated December 20, 1941, recorded in the R.M.C. Office for Berkeley County, South Carolina (then the Clerk of Court's office) in Deed Book A69, page 92, and by the Carolina Savings Bank et. Al., dated June 2, 1944, recorded in the Clerk of Court's office of Berkeley County, South Carolina in Deed Book C40, page 60A.

PARCEL V-B

All that parcel of land lying 728 feet, more or less, easterly of S.C. Hwy 62 and on the northerly right-of-way of Crowfield Boulevard (S-8-1093), Berkeley County, South Carolina, containing 12.26 acres as shown and designated as Parcel V-B, on a plat prepared by Westvaco Development Corporation, surveyed by A. Vint Thornburg and dated February 8, 1984, entitled "Plat Showing Parcel V-B, Property of Westvaco Corporation".* Said property being more particularly delineated and described according to said plat as follows:

*Said plat is recorded in the Office of the Registrar of Mesne Conveyances for Berkeley County, S.C., in plat cabinet E, slide 249.

Beginning at point "A" the said point being on the northerly right-of-way of Crowfield Boulevard, thence with a curve concave to the southwest, having a radius of 1000.47 feet, thence chord bearing N66-26-14W 198.69 feet to point "B", thence N05-37-40E 329.76 feet to point "C", thence N17-18-00E 251.15 feet to point "D", thence S72-38-00E 478.92 feet to point "E", thence S60-44-18E 450.44 feet to point "F", thence S23-52-44W 626.67 feet to point "G", thence with a curve concave to the northeast, having a radius of 651.62 feet, thence chord bearing N63-25-47W 61.20 feet to point "H", thence N60-44-18W 534.78 feet to point "A", the point of beginning.

Above parcel V-B is a portion of a much larger tract of land conveyed West Virginia Pulp and Paper Company (now Westvaco Corporation) by R. M. Boykin, by deed dated

December 20, 1941, and recorded in the Clerk of Court's office of Berkeley County, South Carolina, in Deed Book A-69, Page 92.

PARCEL V-C

All that piece, parcel or tract of land, situate, lying and being in Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel V-C measuring and containing 18.50 acres as shown on that certain plat entitled "Plat Showing Parcel V-C, 18.50 acres, Property of Westvaco Corporation, About to be Conveyed to Westvaco Development Corporation, Located in Crowfield Plantation Berkeley County, South Carolina", dated August 10, 1983, by A. Vint Thornburg, S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat Cabinet E, slide 167. Said Parcel V-C is encompassed within lines connecting points X, L, M, N, P, Q, R, S, T, U, V, A, B, C, D, E, F, G, H, J, J-1, and K as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will be reference to said plat more fully appear. Said Parcel V-C is more particularly described as follows:

To locate the POINT OF BEGINNING, commence at a point on the center line of the 150' right-of-way of Crowfield Boulevard (including both existing and proposed right-of-way as shown on South Carolina Department of Transportation survey drawings) at the intersection thereof with the center line of Hunters Lane (formerly known as Rochester Road), thence running along the center line of Hunters Lane $S27^{\circ}24'54''W$ 108.03 feet to a point on said center line, thence continuing running along said center line 392.66 feet along the arc of a curved line having a radius of 838.05 feet and a chord bearing of $S40^{\circ}50'15''W$ to a point on said center line, thence continuing running along said center line $S54^{\circ}15'36''W$ 205.36 feet to a point on said center line, thence turning and running $S42^{\circ}07'01''E$ 25.16 feet to a point marked by an iron pin; thence running $S42^{\circ}07'01''E$ 1,424.84 feet to a point marked by an iron pin, thence turning and

running N46°24'04"E 288.08 feet to a point; thence running N46°24'04"E 374.63 feet to a point marked by an iron pin; thence turning and running S16°55'24"E 400.88 feet to a point; thence running S16°55'24"E 60.74 feet to a point; thence running S16°55'24"E 249.33 feet to a point marked by an iron pin; said point being designated as Point "X" on the above referenced plat, said point being the POINT OF BEGINNING; thence running S16°55'24"E 491.87 feet to a point marked by an iron pin; thence turning and running S73°04'36"W 339.19 feet to a point marked by an iron pin; thence turning and running N60°58'05"W 190.00 feet to a point marked by an iron pin; thence running N48°15'53"W 51.25 feet to a point marked by an iron pin; thence running N60°58'05"W 206.20 feet to a point marked by an iron pin; thence turning and running S88°10'46"W 141.77 feet to a point marked by an iron pin; thence running S76°42'55"W 388.74 feet to a point marked by an iron pin; thence turning and running N60°01'00"W 249.50 feet to a point marked by an iron pin; thence turning and running S73°42'14"W 212.30 feet to a point marked by an iron pin; thence turning and running N59°44'37"W 103.33 feet to a point marked by an iron pin; thence turning and running N31°59'03"W 354.08 feet to a point marked by an iron pin; thence turning and running N35°15'28"E 54.22 feet to a point marked by an iron pin; thence running N64°27'00"E 308.72 feet to a point marked by an iron pin; thence turning and running N67°21'34"E 152.89 feet to a point marked by an iron pin; thence turning and running S40°53'00"E 198.88 feet to a point marked by an iron pin; thence running S60°35'50"E 192.00 feet to a point marked by an iron pin; thence turning and running N74°49'37"E 400.45 feet to a point marked by an iron pin; thence running S72°07'11"E 223.47 feet to a point marked by an iron pin; thence turning and running S04°38'19"E 43.79 feet to a point marked by an iron pin; thence turning and running N85°21'41"E 380.00 feet to a point; thence running N85°21'41"E 53.05 feet to a point marked by an iron pin, said point being the POINT OF BEGINNING, all measurement being a little more or less.

The above Parcel V-C is a portion of a much larger tract of land conveyed to West Virginia Pulp and Paper Company (now Westvaco Corporation) by Carolina Savings Bank, et. Al., by deed dated June 2, 1944, and recorded in the R.M.C. Office for Berkeley County, South Carolina (then the Clerk of Court's office) in Deed Book C-40, page 60A.

PARCEL V-D

All that piece, parcel or tract of land, situate, lying and being in Crowfield Plantation, Berkeley County, South Carolina, designated as Parcel V-D measuring and containing 9.83 acres as shown on that certain plat entitled "Plat Showing Parcel V-D, 9.83 acres Property of Westvaco Corporation About to be Conveyed to Westvaco Development Corporation Located in Crowfield Plantation, Berkeley County, South Carolina", dated August 10, 1983, made by A. Vint Thornburg, S.C. Reg. P>E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E, slide 165. Said Parcel V-D is encompassed within lines connecting points A, B, C, D, E, F, G, H, J, K, L, , N, P, and A as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will be reference to said plat more fully appear. Said Parcel V-D is more particularly described as follows:

To locate the POINT OF BEGINNING, commence at a point on the center line of Hunters Lane 1,578.13 feet west of the intersection of said center line of Hunters Lane with the center line of Crowfield Boulevard, measured along said center line of Hunters Lane, thence running S26°09'52"E 25.00 feet to a point on the southern right-of-way line of Hunters Lane said point designated as Point "A" on above referenced plat, said point being the POINT OF BEGINNING; thence running S26°09'52"E 190.00 feet to a point marked by an iron pin; thence running S26°09'52"E 25.00 feet to a point; thence running S26°09'52"E 25.00 feet to a point marked by an iron pin; thence turning and running 85.42 feet along the arc of a curved line concave to the south having a radius of 332.72 feet and a chord bearing of N71°11'24"E to a point marked by an iron pin; thence turning and running S11°27'20"E 584.57 feet to a point

marked by an iron pin; thence running S33°31'48"E 80.59 feet to a point marked by an iron pin; thence turning and running S78°32'40"W 430.35 feet to a point marked by an iron pin; thence turning and running N23°11'55"W 114.24 feet to a point marked by an iron pin; thence turning and running N69°26'38"W 170.88 feet to a point marked by an iron pin; thence turning and running N29°51'59"W 346.83 feet to a point marked by an iron pin; thence turning and running 172.60 feet along the arc of a curved line concave to the northwest having a radius of 275.65 feet and a chord bearing of N42°11'44"E to a point marked by an iron pin; thence running 280.02 feet along the arc of a curved line concave to the southeast having a radius of 534.81 feet and a chord bearing of N39°15'26"E to a point marked by an iron pin; thence running N54°15'26"E 100.00 feet to a point marked by an iron pin; thence running 95.75 feet along the arc of a curved line concave to the southeast having a radius of 572.75 feet and a chord bearing of N59°04'47"E to a point marked by an iron pin, said point being the POINT OF BEGINNING, all measurements being a little more or less.

The above Parcel V-D is a portion of a much larger tract of land conveyed to West Virginia Pulp and Paper Company (now Westvaco Corporation) by Carolina Savings Bank, et. Al., by deed dated June 2, 1944, and recorded in the R.M.C. Office for Berkeley County, South Carolina (then the Clerk of Court's office) in Deed Book C-40, page 60A.

PARCEL VII-A

All that certain piece, parcel or tract of land, situate, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Parcel VII-A", measuring and containing 4.19 acres, on that certain plat entitled "Plat Showing Parcel VII-A Property of Westvaco Corporation About To Be Conveyed To Westvaco Development Corporation, Located In Crowfield Plantation, On Hunters Lane, Berkeley County, South Carolina", dated April 2, 1984, made by A. Vint Thornburg, S.C. Reg. P.E. and L.S., which said plat is recorded in the R.M.C. Office for Berkeley County in Plat File Cabinet E, slide 347. Said

Parcel VII-A is encompassed within lines connecting points A, B, C, D, E, F, G, H, J, K, L, M, N, P, R, and A as shown on the aforesaid plat and has such size, shape, metes, bounds, buttings, location and dimensions as will by reference to plat more fully appear. Said "Parcel VII-A" is more particularly described as follows:

To locate the POINT OF BEGINNING, commence at a point on the center line of Hunters Lane 363.36 feet west of the intersection of said center line with the center line of Crowfield Boulevard, measured along the center line of Hunters Lane, thence running S05°34'40"E 25.00 feet to a point on the northern right-of-way line of Hunters Lane marked by an iron pin, said point being designated as Point "A" on the above referenced plat, and being the POINT OF BEGINNING; thence running in a general southwesterly direction along the northern right-of-way line of Hunters Lane 132.23 feet along the arc of a curved line concave to the south having a radius of 622.74 feet and a chord bearing of S78°20'19"W to a point marked by an iron pin; thence turning and running N17°44'40"W 247.30 feet to a point marked by an iron pin; thence running N29°51'20"W 239.97 feet to a point marked by an iron pin; thence running N02°09'55"W 15.00 feet to a point marked by an iron pin thence turning and running S78°51'52"W 157.90 feet to a point marked by an iron pin; thence turning and running 51.56 feet along the arc of a curved line concave to the northeast having a radius of 329.31 feet and a chord bearing of N06°39'02"W to a point marked by an iron pin; thence running N02°09'55"W 118.38 feet to a point marked by an iron pin; thence running 81.35 feet along the arc of a curved line concave to the southwest having a radius of 131.66 feet and a chord bearing of N19°52'00"W to a point marked by an iron pin; thence turning and running N52°25'53"E 50.00 feet to a point marked by an iron pin; thence turning and running 58.82 feet along the arc of a curved line concave to the southwest having a radius of 181.65 feet and a chord bearing of S28°17'34"E to a point marked by an iron pin; thence turning and running N70°59'00"E 111.18 feet to a point marked by an iron pin; thence running N87°50'05" 110.00 feet to a point marked

by an iron pin; thence running N68°00'00"E 98.83 feet to a point marked by an iron pin; thence turning and running S18°02'48"E 343.72 feet to a point marked by an iron pin; thence running S05°34'40"E 377.53 feet to a point on the northern right-of-way line of Hunters Lane marked by an iron pin, said point being the POINT OF BEGINNING, all measurements being a little more or less.

The above Parcel VII-A is a portion of a much larger tract of land conveyed to West Virginia Pulp and Paper Company (now Westvaco Corporation) by R. M. Boykin, by deed dated December 20, 1941, recorded in the Clerk of Court's office fo (sp) Berkeley County, South Carolina, in Deed BookA-69, page 92, and by the Carolina Savings Bank et. Al., dated June 2, 1944, recorded in the Clerk of Court's office of Berkeley County, South Carolina, in Deed Book C-40, page 60-A.

BY-LAWS OF

CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

WESTVACO DEVELOPMENT CORPORATION

BY-LAWS OF

CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

	<u>Page</u>
I. NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS	
1. Name - - - - -	68
2. Membership - - - - -	68
3. Definitions - - - - -	68
II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES	
1. Place of Meetings- - - - -	68
2. Annual Meeting - - - - -	69
3. Special Meetings - - - - -	69
4. Notice of Meetings- - - - -	69
5. Waiver of Notice- - - - -	70
6. Adjournment of Meetings- - - - -	70
7. Voting - - - - -	71
8. Absentee Ballot or Proxies - - - - -	71
9. Majority of Owners - - - - -	71
10. Quorum- - - - -	71
11. Conduct of Meetings - - - - -	72
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
A. COMPOSITION AND SELECTION	
1. Governing Body; Composition- - - - -	72
2. Directors During Period of Declarant Control- - - - -	72
3. Directors After Period of Declarant Control - - - - -	73
4. Nomination of Directors - - - - -	75
5. Removal of Directors - - - - -	75
6. Voting Procedure for Directors - - - - -	76
B. MEETINGS	
7. Organization Meeting - - - - -	76
8. Regular Meeting - - - - -	76
9. Special Meeting -- - - - -	76
10. Waiver of Notice - - - - -	77
11. Quorum of Board of Directors - - - - -	77
12. Compensation - - - - -	78
13. Conduct of Meetings - - - - -	78
14. Open Meetings - - - - -	78

15. Executive Session -----	78
16. Action Without a Formal Meeting-----	78

C. POWERS AND DUTIES

17. Powers -----	79
18. Management Agent -----	81
19. Borrowing -----	81
20. Rights of the Association-----	82
21. Enforcement Procedure-----	82

IV. OFFICERS

1. Officers -----	83
2. Election, Term of Office and Vacancies-----	83
3. Removal -----	83
4. Powers and Duties -----	83
5. Resignation -----	83
6. Agreements, Contracts, Deeds, Leases, Checks, Etc.-----	84

V. COMMITTEES

1. General -----	84
2. Covenants Committee -----	84

VI. MISCELLANEOUS

1. Fiscal Year -----	84
2. Parliamentary Rules -----	84
3. Conflicts -----	85
4. Books and Records -----	85
5. Notices -----	85
6. Audit -----	86
7. Delinquent Payment Fee-----	86
8. Amendment -----	87

BY-LAWS OF

CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC.

*****Bylaws are amended by deleting all reference to the words “Residential Unit” and substituting the word “Unit”. Recorded 07-25-88 in Book C241 pages 233-246.**

Article I

Name, Membership, Applicability and Definitions

Section 1. Name. The name of the Association shall be Crowfield Plantation Community Services Association, Inc., (hereinafter sometimes referred to as the “Association”).

Section 2. Membership. The Association shall have four (4) classes of membership, Class “A”, “B”, “C”, and “D” as more fully set forth in that Declaration of Covenants, conditions, and Restrictions for Crowfield Plantation Community Services Association, Inc. (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as “the Declaration”), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in said Declaration unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

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

Section 2. Annual Meetings. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month of each year thereafter, at an hour set by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the total voting power of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

*****Article II, Section 4 of the Bylaws is amended by adding at the end, the following sentence: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting as well as the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

In addition to the notice requirements herein provided for owners of Units, the Association shall send notice in the same manner and subject to the same time requirement as

notice for owners to lessees in occupancy of a Residential or Commercial Unit so long as such lessees are considered to be members of the Association in accordance with the terms of the Declaration.

Section 5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or in accordance with Article II Section 8 of the By-Laws, shall be deemed waiver by such Member of notice of the time, date and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted there at unless objection to the calling or convening of the meeting is raised before the business, of which proper notice was not given, is put to a vote.

*****Bylaws Article II, Section 6 is amended by deleting the second paragraph and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or in accordance with Article II Section 8 of the By-Laws, may adjourn the meeting to a time not less than five (5) days from the time the original meeting was called and not more than thirty (30) days. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that at least 50% of the quorum necessary to establish such meeting, as provided in these Bylaws, remains present in person and/or in accordance with

Article II Section 8 of the By-Laws, and provided further that any action taken shall be approved of by at least a majority of the members so present.

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

*****Bylaws, Article II, Section 8 is amended by deleting the last sentence and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

*****Bylaws, Article II, Section is amended after the second sentence, first paragraph, add the following: Recorded 07-25-88 in Book C241 pages 233-246.**

*****Article II Section 8, of the By-Laws is amended by deleting in its entirety and substitution therefore the following. Recorded 03-05-03 in Book 03172 Page 141.**

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

Section 9. Majority of Owners. As used in these By-Laws, the term “majority” shall mean those votes, Owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total number.

*****Bylaws, Article II, Section 10 is amended by deleting that section and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

*****Article II Section 10, of the By-Laws is amended by deleting the first sentence and replacing it with the following. Recorded 03-05-03 in Book 03172 pages 141, 142.**

Section 10. Quorum. Unless otherwise provided in this declaration or the By-laws, the presence, in person, by absentee ballot or by proxy, at any meeting of members, entitled to cast

ten (10%) percent of the voting power of each Class, shall constitute a quorum at such meeting of the Association. In the event a quorum is not present, another meeting may be called, and the presence, in person or in accordance with Article II Section 8 of the By-Laws, at such meeting of members entitled to cast five (5%) percent of the Class “A” voting power shall constitute a quorum at such meeting.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

Article III

Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION

Section 1. Governing Body; composition. The affairs of the Association shall be governed by a Board of Directors consisting of nine (9) Directors. Each person elected a Director shall be a Member or spouse of a Member, except that those persons elected as Directors by the Class B membership need not be Members. No person and his or her spouse may serve as a Director at the same time.

Section 2. Directors During Period of Declarant Control. So long as the Class “B” membership exists as set forth in the Declaration, it shall have the right to elect five (5) Directors. The remaining four (4) Directors shall be elected as follows: Three (3) Directors shall be elected from, by, and representing the Class “A”, “C”, and “D” Members (one (1) Director from, by, and representing each Class), and one (1) Director shall be elected by the Class “A”, “C”, and “D” Members voting as a single class. If there are no Members of a Class or registered with the Association in accordance with Board resolution, a Director shall be elected by the Class “B” Member to represent such Class.

Directors shall be elected at the first Annual Meeting of Members, and terms shall be staggered, so that five (5) Directors and four (4) Directors shall be elected respectively in alternating years. Directors shall be elected for two (2) year terms of office and shall serve until successors are elected and qualified.

The Directors elected by the Class "B" Member need not be Owners or residents in Crowfield Plantation.

A Director who was elected solely by the votes of the Class "B" Member may be removed from office, with or without cause, prior to the expiration of his term by the Class "B" Member.

*****Bylaws, Article III, Section 3 is amended by deleting the first two paragraphs and inserting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

*****And further changed:**

Bylaws, Article III, Section 3 is amended by deleting that section in its entirety and substituting therefore the following: Recorded 10-08-02 in Book 02940, pages 330-331.

Section 3. Directors After Period of Declarant Control. After termination of the Class "B" membership as set forth in the Declaration, the number of Directors in the Association shall be nine (9). So long as members of each Class as below referred to are available and willing to serve, there shall be two (2) Directors representing each of the Classes "A", "C" and "D", and three (3) Directors elected "at large". In the event there are not sufficient members available and willing to serve from each of the particular Classes "A", "C" and "D", the unfilled seat(s) shall, for the term the seat(s) is/are being filled, become an "at large" seat. In such situation, members may be nominated from any membership class to fill the now "at large" seat(s) and the election shall be conducted in the same manner as the election for any other "at large" seat.

All members of the Association shall vote upon the election of all Directors; however, separate slates shall be proposed for candidates specifying those representing a Class and those running "at large". It is intended that so long as representatives of each Class as stated above are

available and willing to serve, the number of Directors from each Class, as stated herein, shall be maintained.

Following the termination of the Class “B” membership, and in the event the Directors are elected at a special meeting rather than an annual meeting, the initial term of the Directors shall be such that all nine (9) Directors elected shall serve from the special meeting, through the next annual meeting and then for the appropriate term of one (1), two (2) or three (3) years as stated herein. The Director elected from Class “A” with the highest number of votes shall serve a three (3) year term and the Director elected from Class “A” with the second (2nd) highest number of votes shall serve a two (2) year term. The Director elected from Class “C” with the highest number of votes shall serve a two (2) year term and the Director elected from Class “C” with the second (2nd) highest number of votes shall serve a one (1) (sp) term. The Director elected from Class “D” with the highest number of votes shall serve a three (3) year term and the Director elected from Class “D” with the second (2nd) highest number of votes shall serve a one (1) year term. The “at large” Director elected with the highest number of votes shall serve a three (3) year term, “at large” Director elected with the second (2nd) highest number of votes shall serve a two (2) year term and the “at large” Director elected with the third (3rd) highest number of votes shall serve one (1) year term. In the event there is only one (1) member available and willing to serve from each of the particular Classes “A”, “C” or “D”, and the available seat(s) is/are filled by “at large” Director(s), then the member available and willing to serve as a representative of his or her particular Class shall serve the longer of the terms and the Director elected “at large” shall serve the shorter of the terms. In the event there are not two (2) members available and willing to serve from each of the particular Classes “A”, “C” or “D”, then the unfilled seats are to be filled by Directors elected “at large”. In the event four (4) or more directors are elected “at large”, it shall be the responsibility of the newly elected Directors to determine exactly which particular Director was elected to fill which “at large” seat.

Directors must be elected by a majority vote of those members voting. In the event no candidate receives a majority vote on the first ballot, then a run-off shall be immediately held between the top two (2) candidates.

Upon expiration of the initial terms of each respective Director elected pursuant to the terms of this Section 3, successor Directors shall be elected to serve for a term of three (3) years. Directors shall hold office until their respective successors have been elected and sworn in.

*****Article III, Section 4 is amended by deleting the third (3rd) sentence in its entirety and replacing it with the following: Recorded 10-08-02 in Book 02940 page 331.**

Section 4. Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to such duly called meeting at which the Directors are to be elected and said Nominating Committee shall serve until a new Nominating Committee is appointed to serve. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Removal of Directors. Upon the termination of the Class "B" membership, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote of the Owners of Units present in person or in accordance with Article II Section 8 of the By-Laws at a meeting of the Association, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners of Units shall be given at least ten

(10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 6. Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election the members in accordance with Article II Section 8 of the By-Laws may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for directors shall be by secret written ballot. A Director who was elected solely by the votes of members other than Declarant may be removed from office prior to the expiration of his term only by the votes of a majority of members other than Declarant.

B. MEETINGS

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

*****Article III Section 9, of the By-Laws is amended by deleting in the third sentence the number (3) and replacing it with the letter (c) and by adding in the third sentence”: or (e) electronic mail, if a Board Member agrees to notice in the manner. Recorded 03-05-03 in Book 03172, Page 141.**

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the

Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid; or (e) electronic mail, if a Board Member agrees to notice in the manner. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least twenty-four (24) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however, called and notice or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or these By-Laws.

*****Bylaws – Article III, Section 14 is amended by deleting that section and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 14. Open Meetings. All meetings of the Board, except for those provided in Section 15 of this Article, shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a quorum of the Board.

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

*****Article III (B) Section 16, of the By-Laws is amended by deleting Section 16 in its entirety and substitution therefore the following: Recorded 03-05-03 in Book 03172 Page 142.**

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken shall be signed by the majority of the Director, after proper notification in accordance with Article III (B), Section 9 of these By-Laws using two of those methods.

*****Bylaws – Article III, Section 17, Paragraph 12 is amended by deleting the sentence that begins “All books” and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

C. POWERS AND DUTIES

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association’s affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members.

The Board of Directors shall delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for, the following, in way of explanation but not limitation:

1. Preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses.

2. Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

3. Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility.

4. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property and the Area of Common Responsibility and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

5. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association.

6. Making and amending rules and regulations.

7. Opening of bank accounts on behalf of the Association and designating the signatories required.

8. Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or other casualty.

9. Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association.

10. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

11. Paying the cost of all services rendered to the Association or its members and not directly chargeable to Owners or an Owner.

*****Bylaws – Article III, Section 17, Paragraph 12 is amended by deleting the sentence that begins “All books” and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

12. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be

available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in a business-like and prudent manner.

Separate accounts shall be maintained for General and Parcel assessment funds and for Special Use Properties owned by the Association but reserved for the use of less than all Members.

*****Bylaws – Article III, Section 18 is amended by deleting subparagraph “B” and all its subparts, including paragraphs numbered 1 through 6, and each subpart of Paragraph 6. Recorded 07-25-88 in Book C241 pages 233-246.**

*****And further changed**

*****Article III Section 18, is amended by deleting the number 19, in the second sentence and replacing it with the number 17. It is further amended by deleting “nd Class ”“”in the last sentence. Recorded 03-05-03 in Book 03172 page 142.**

Section 18. Management Agent.

A. The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board’s supervision, all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in paragraphs 1, 2, 6, 7 and 9 of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager; provided however, that in the event the Declarant or its affiliate is hired as the management agent, compensation paid to such management agent must be approved by at least a two-thirds (2/3) vote of the Class “A” Owners present in person or in accordance with Article II Section 8 of the By-Laws voting at a duly called meeting of the Association.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the common Area, facilities, and Special Use

Properties without the approval of the members of the Association; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed One Hundred Thousand Dollars (\$100,000.00) outstanding debt at any one time.

Section 20. Rights of the Association. With respect to the common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or neighborhood and other homeowners' or residents' associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

*****Bylaws – Article III, Section 21 is amended by deleting that section and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 21. Enforcement Procedure. The Board of Directors shall not impose a fine or suspend a member's rights and privileges for failure of a member to comply with the Declaration, Bylaws, or rules and regulations of the Association unless and until the member is given five (5) days notice and an opportunity to refute or explain the charges against the member in person or in writing to the Board of Directors before a decision to impose discipline is rendered. Within such refutation or explanation, a member may set forth such mitigating factors as a member may believe to be in support of the member's position.

Article IV

Officers

Section 1. Officers. The officers of the Association shall be a President, one (1) Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one (1) or more Assistant Secretaries and one (1) 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 (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. 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 by the Board of Directors whenever, in its judgment, the best interests 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. The President shall be chief executive officer of the Association and Chairman of the Board of Directors. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors 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. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants Committee shall be the hearing tribunal of the Association.

Article VI

Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

*****Bylaws – Article VI, Section 2 is amended by deleting that section and substituting the following: Recorded 07-25-88 in Book C241 pages 233-246.**

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of

Incorporation, the Declaration, these Bylaws, or resolutions as might be adopted by the Board of Directors or rulings by the President or other presiding officer presiding over the meeting of the Association in the absence of the President.

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

Section 4. Books and Records.

(a) Inspection by Members. The membership register, books of account and minutes of meetings of the members, or the Board, and of committees shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within Crowfield Plantation as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(1) Notice to be given to the custodian of the records by the member desiring to make the inspection;

(2) Hours and days of the week when such an inspection may be made;

(3) Payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents, at the expense of the Association.

*****Bylaws – Article VI, Section 5(a), is amended by deleting all references to the term “Lot” and substituting the word “Unit.” Recorded 07-25-88 in Book C241 pages 233-246.**

Section 5. Notices. Unless otherwise provided in these By-Laws all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be

deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such owner; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, that after having received the Board's audit at the annual meeting, the owners by a majority vote may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

***** Bylaws Article VI, Section 7 is amended by deleting the section in its entirety (sp) and replacing it with the following: Recorded 10-08-02 in Book 02940 pages 331-332.**

Section 7. Delinquent Payment Fee. An assessment, fine or lien, as provided for in (sp) Declaration, the Bylaws, Declaration of Covenants and Restrictions applicable to the individual subdivisions within the Association, and/or any amendments thereto, not paid within fifteen (15) days following the due date shall be subject to a Delinquent Payment Fee of one and one-half (1 ½%) percent per month from the due date and (sp - Delinquent Payment Fee of one and one-half (1 ½%) percent per month from the due date and) each month thereafter, so long as the assessment, fine or lien, or any part thereof remains delinquent. The Delinquent Payment Fee shall be added to and collected in the same manner as the assessment, fine or lien. The Board of Directors may in its discretion waive all or any portion of a Delinquent Payment Fee imposed

pursuant to this section if it affirmatively appears that the failure to pay the assessment, fine or lien when due was caused by circumstances beyond the control of the Member.

*****ByLaws Section 8, is amended by deleting existing language and inserting in lieu thereof as follows: Recorded 04-02-81 in Book C137/209.**

Section 8. Amendment. These By-Laws may be amended by the affirmative vote of a majority of the Class "A" votes and a majority of the Class "D" votes cast, in person or in accordance with Article II Section 8 of the By-Laws, at a duly called and convened meeting of the Association; provided, however, that so long as the Class "B" membership shall exist, no such amendment shall be made to these By-Laws without the consent of the Class "B" member.

The foregoing paragraph notwithstanding, the Board of Directors of the Association may amend these By-Laws in whole or part so long as the Class "B" Membership shall exist, provided, however, that the Federal Housing Administration or the Veterans Administration shall have the right to veto such amendments when made by the Board of Directors without a vote of the members.

We, the undersigned, being the President and the Vice President of Crowfield Plantation Community Services Association, Inc., do hereby certify that the within and foregoing By-Laws are the same as the By-Laws of said corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 23rd day of March, 1981.

Signed, sealed and delivered
In the presence of:

/s/ Michael R. Moskal

/s/ John H. Moore, as its President

/s/ William M. Vause, Jr.

/s/ Jerry C. Spearman,
as its Vice-President

THE STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

PERSONALLY APPEARED before me Michael R. Moskal who, on oath, says that (s)he saw the corporate seal of CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC. affixed to the foregoing instrument and that (s)he also saw John H. Moore, as President, and Jerry C. Spearman, as Vice-President, sign and attest the same, and that (s)he with William M. Vause, witnessed the execution and delivery thereof, as the act and deed of the said Corporation.

/s/ Michael R. Moskal

SWORN TO before me this 23rd

Day of March, 1981

/s/ Carolyn E. Clontz (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 4-17-90