

17.00
Chellis, Mortimer & Frempton
118 East Richardson Avenue
P.O. Box 430
Summerville, SC 29484

04373
VOL. 634 MC 226
RESTRICTIVE COVENANTS
THE GABLES
AT
PINE FOREST COMMUNITY

Apr 4 10 24 AM '89

FILED BY 10047
JOHN
REC'D
DORCHESTER

172

STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Southeastern Country Club Group, a South Carolina General Partnership (hereinafter called "Developer"), SENDETH GREETINGS:

WHEREAS, the Developer, Southeastern Country Club Group, is the owner of a development known as Pine Forest Community, situated in the Town of Summerville, County of Dorchester, State of South Carolina, and the Developer has agreed to establish a general plan of development with respect to a subdivision of said Community to be known as The Gables, the first two phases of which are shown on Plats by Andrew C. Gillette, entitled "PLAT SHOWING PINE FOREST COUNTRY CLUB SUBDIVISION, A 15.363 ACRE TRACT, PROPERTY OF THE SUMMERPARK GROUP, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA, DATE: MAY 23, 1988," which said Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Cabinet G, Slide 128, and "PLAT SHOWING PINE FOREST COUNTRY CLUB SUBDIVISION PHASE II, A 6.931 ACRE TRACT, PROPERTY OF THE SUMMERPARK GROUP, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA, DATE: MAY 27, 1988, which said Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Cabinet G, Slide 130.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That in consideration

of the premises, the Developer, for itself and its Successors and Assigns, agrees with all persons, firms, or corporation acquiring any of the property as shown on the Plats hereinabove referred to, that the same be, and is hereby subject to the following restrictions, covenants and conditions (hereinafter referred to collectively as "restrictions") relating to the use and occupancy thereof, which said restrictive covenants are to be construed as covenants running with the land as shown on the Plats hereinbefore referred to, and shall inure such to the benefit of and be binding upon the Heirs, Successors and Assigns of the acquiring parties or person.

RESTRICTIONS

(1) Description of Property Restricted. The property which is made subject to these restrictions are those numbered lots delineated on Plats by Andrew C. Gillette, entitled "PLAT SHOWING PINE FOREST COUNTRY CLUB SUBDIVISION, A 15.363 ACRE TRACT, PROPERTY OF THE SUMMERPARK GROUP, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA, DATE: MAY 23, 1988," which said Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Cabinet G, Slide 129, and "PLAT SHOWING PINE FOREST COUNTRY CLUB SUBDIVISION PHASE II, A 6.831 ACRE TRACT, PROPERTY OF THE SUMMERPARK GROUP, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA, DATE: MAY 27, 1988, which said Plat is of record in the Office of the Clerk of Court for Dorchester County in Plat Cabinet G, Slide 130.

(2) Pine Forest Community Services Association, Inc.:

The Developer has caused or is about to cause to be incorporated

under the laws of the State of South Carolina, a corporation, Pine Forest Community Services Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and preservation of values of a section of The Gables Subdivision, Pine Forest Community, and certain other properties that may from time to time be developed and joined together with those properties previously developed to form a community to be known as Pine Forest Community. The Developer, for each lot owned by it in said phases of The Gables Subdivision, hereby covenants and for each Owner of any lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of the Association Declaration as if set out in full herein.

(3) Definitions: When the first letter of any term used in these restrictions is capitalized, such term shall refer to and have the meaning as defined by the Association Declaration unless the context otherwise requires; provided, however, that the terms defined herein shall be given the meaning as stated.

- (a) "Lot" shall mean any lot shown on the Plats referred to herein and shall include any dwelling thereon when the context requires such construction.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or by any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(4) Additions to Existing Property: The Developer, its Successors and Assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these covenants, additional properties in future stages of the development which are contiguous and adjacent thereto which may be joined together with those properties previously developed to form a Subdivision to be known as Pine Forest Community. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of Development.

(5) Residential Use of Property: All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and accessory structures customarily incident to the residential use of such lots.

(6) Setbacks and Building Lines: No building shall be located on any lot nearer to the front lot line than twenty (20)

feet, or nearer to a side lot line than seven and one-half (7.5) feet, or nearer to a back lot line than twenty (20) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. The following additional provisions concerning setbacks shall apply:

- (a) Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of water and open areas. The Developer reserves the right to select the precise site and location of each house, or other structures on each lot, and, to arrange the same in such manner and for such reason as the Developer shall deem appropriate after considering Owner's recommendations shown on Owner's site plan, and, provided further, in the event Developer fails to notify Owner of Developer's determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on the Developer.
- (b) Stoops, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as part of the structure. In the event an Owner wishes to build a structure with any of the above features encroaching on the given setback lines, said Owner can file an appeal and request for variance in accordance with Town of Summerville Zoning Ordinance, (Art. X), as amended from time to time.
- (c) Swimming Pools. Swimming pools shall not be nearer than ten (10) feet to any lot line, must be located to the rear of the main dwelling, shall not project with their coping more than two (2) feet above the established lot grade, and shall be screened with an appropriate hedge or fence.
- (d) Walls and Fences. Hedges may be grown, but not higher than three (3) feet from the street right-of-way to the minimum building setback.

line. Fences and boundary walls may be erected but shall not be less than four and five-tenths (4.5) feet or exceed six (6) feet in height. Fences and walls shall not be constructed beyond the back corner of the residential structure. Any and all walls or fences must be approved in writing by the Developer or its designee and must meet approval of VA and FHA regulations.

- (e) Minor Deviations. Any deviations from the building line requirements set forth herein, not in excess of ten (10%) percent thereof, shall not be a violation of said building line requirements.
- (f) Subdivision of Lots. No portion of any lot shall be sold or conveyed except that in the case of a vacant lot, the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of these two instances cited above, the building line requirements, as provided herein, shall apply to such lots as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.
- (g) Exteriors. No building shall be erected in the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks.
- (7) Approval of Plans by Developer: No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path, or improvement of any nature shall be conducted without obtaining the prior written approval of the Developer or its designee as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to the Developer or its designee. The Developer shall

be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. Developer or its designee shall be entitled to stop any construction in violation of these restrictions so long as any unimproved lot remains within the development shown by the Plans, hereinabove referred to.

The Developer or its designee shall not be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications, approved by the Developer or its designee in accordance with the requirements of this Section.

Further, the Developer or its designee shall not be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Developer, or its designee for approval agrees, by submission of such plans and specifications, and every Owner of any lot agrees, that he/she will not bring any action or suit against the Developer to recover for any such damage.

(8) Area Requirements: The living area of the main structure, exclusive of the open porches, porte-cocheres, garages,

carports, and breezeways, shall not be less than 1450 square feet.

(9) Completion of Construction: The exterior of all homes and other structures must be completed within six (6) months after the date the construction of same commences, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamity, unless otherwise extended by the Developer or its designated representative.

(10) Obstructions to View at Intersections and Delivery Receptacles: The lower branches of trees or any other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle of any construction or height for the receipt of mail, newspaper, or similar delivered materials shall be erected or permitted to remain between the front street line and the applicable minimum building setback line.

(11) Use of Outbuildings and Similar Structures: No structures of a temporary nature shall be erected or allowed to remain on any lot; and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently; provided, however, that this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during construction or grant to Builders permission to do the same for whatever time period the Developer or its designee considers appropriate for building construction on any certain lot.

(12) Livestock: No animals, livestock, or poultry of any

kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon.

(13) Sign Boards: No sign boards shall be displayed except "For Rent" and "For Sale," which signs shall not exceed 2 X 3 feet in size. No more than two signs shall be displayed on one lot at the same time.

(14) Aesthetics, Natural Growth, Fences, Screening, Underground Utilities Service: No natural growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the Developer or its designee, without which the Developer or its designee may require the Owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of neighboring lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a lot, greenway, easement or other common area as designated, except such as are installed in accordance with the original construction of the lots, any replacement thereof, or as are authorized and approved by the Developer or its designee. No chain link fences are permitted on any properties within said subdivision.

(15) Antenna: No radio or television transmission towers or antennae shall be erected within the restricted property and

only the customary receiving antenna, which shall not exceed ten (10) feet in height above the roof ridge line, shall be allowed on any house.

(16) Parking Space Requirements: Two (2) on-site parking spaces shall be provided at each residence as required by Town of Summerville Zoning Ordinance (Art. VII), as amended from time to time. Such spaces will have a paved surface, and provide for parking two (2) vehicles side by side on the residence property.

(17) Trailers, Trucks, and School Buses: No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups"), or other commercial vehicles, shall be kept, stored, or parked overnight, either on any street or on any lot.

(18) Prohibition of Commercial Use of Nuisance: No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted or maintained upon any of the land shown upon the said Plats, except that which is allowed by Town of Summerville Zoning Ordinance (Art. V), as amended from time to time.

Minor agricultural pursuits incidental to residential use of the land shown upon the said Plats shall be permitted, provided that such pursuits not include the raising of crops intended for marketing or sale to others.

(19) Unightly Materials: No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unightly items shall be allowed to remain on any lot outside an

enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and debris for pickup by governmental or similar garbage and trash removal service units. This restriction shall also pertain to Builders during the period of dwelling construction work on the various lots.

(20) Maintenance Required By Owner: Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. The Developer, or its designee, has the right to approve the color of any residential structure, or part thereof, so as to preserve aesthetics within the subdivision.

After fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this restriction and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Developer or its designee, the Board of Directors (BOD), the New Construction Committee (NCC), or the Modification Committee (MC), as the case may be, shall have the "Right of Action" as provided for in the Association Declaration.

(21) Prohibition Against Offensive Conduct or Nuisance: No noxious or offensive activity shall be carried on upon any Lot or other Property, nor shall anything be done thereon tending to

cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animal, or device or any thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

(22) Changing Elevations: No lot owner shall excavate or extract earth for any business purpose. No elevation change shall be permitted which materially affects surface grade of surrounding lots nor changes the Developer's designed stormwater run-off characteristics for such lot.

(23) Wells: No individual water supply system shall be permitted except for irrigation, swimming pools, or other non-domestic use.

(24) Easements: An easement on each lot is hereby reserved by the Developer for itself and its Successors and Assigns along, over, under, and upon a strip of land ten (10) feet in width, parallel and contiguous to the rear or back lot line of each lot, along, over, under, and upon a strip of land three (3) feet in width, parallel and contiguous to each side lot line, and in addition to such other easements as may appear on the said Plats hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from, or for each of the individual subdivision lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the

direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which the Town of Summerville or a utility company is responsible.

For the purpose of this covenant, the Developer reserves the right to modify or extinguish the covenant herein reserved, along any lot lines, when in its sole discretion adequate, reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer; provided, however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from the Developer.

(25) Use of Sample Houses: The said Developer, during such time as it shall continue to be the owner of any lot shown upon said Plats hereinabove referred to, or as shown on any additional property made subject to the restrictions as contemplated by Paragraph (4) above, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses and such use of said sample house or houses for display purposes, and such action shall not be construed as a violation of the residential

provisions of these restrictions.

(26) Documents: All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by Registered Mail to Southeastern Country Club Group, a Partnership, or its agents, at its office located at 1929 Savannah Highway, Charleston, South Carolina.

(27) Violation: If any person, firm, or corporation shall violate or attempt to violate any said restrictions, it shall be lawful for any person, firm, or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate the same, either to prevent it or them from so doing or to recover damages from such violation. Attorney's fees and costs shall be assessed against the prevailing party.

(28) Separability: Should any section or provision of these restrictions be declared invalid and unenforceable by any court of competent jurisdiction, such declaration shall not affect the validity of these restrictions as a whole or any part thereof which is not specifically declared to be invalid or unenforceable.

(29) Modification: These covenants and restrictions may not be altered, modified, canceled, or changed at any time without the written consent of the Developer, provided the Developer owns one or more lots shown on the Plats hereinabove referred to.

IN WITNESS WHEREOF, Southeastern Country Club Group, a South Carolina General Partnership, has caused these presents to

be executed in its name, by its duly authorized agents, and its seal to be hereto affixed, this 31st day of March, 1989.

IN THE PRESENCE OF:

Walter M. Belmont
James B. Smith

SOUTHEASTERN COUNTRY CLUB GROUP,
A South Carolina General
Partnership

By [Signature]
Partner

By [Signature]
Partner

By [Signature]
Partner

By [Signature]
Partner

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

P R O B A T E

Vol. 634 H&I 241

PERSONALLY appeared before me the above-subscribed witness, who, upon oath, says that (s)he saw the within-named Southeastern Country Club Group, a South Carolina General Partnership, by its duly authorized officers, sign the within Restrictive Covenants, and as its act and deed deliver the same, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

W. M. Barick

SHOWN to before me this
21st day of March, 1989

James B. Smith

Notary Public for South Carolina
My Commission Expires October 12, 1990

FILED-RECORDED

MAR 6 3 12 PM '80

EXL 729 HX 044

02463

JOHN G. SOUTHERLAND
STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
RESTRICTIVE COVENANTS FOR
NEEDS OF PHASES III AND IV, THE CABLES AT
PINE FOREST COMMUNITY

TO ALL WHOM THESE PRESENTS SHALL CONCERN, SOUTHEASTERN
COUNTRY CLUB GROUP (hereinafter called Southeastern) SENDETH
GREETINGS:

WHEREAS, Southeastern is the owner and developer of a tract
of land known as Pine Forest Community and, by instrument dated
March 31, 1989, and recorded in Book 634, page 226, Dorchester
County records, impressed certain restrictive covenants and
easements upon Lots as shown on Plats of record in the RHC Office
for Dorchester County in Plat Cabinet G, page 128 and in Plat
Cabinet G, page 130; and,

WHEREAS, Southeastern is now developing certain other lots
in the Pine Forest Community and desires to impress restrictive
covenants and easements upon said lots; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those
certain lots more particularly shown and delineated on a Plat
entitled "Plat Showing Pine Forest Country Club Subdivision, Phase
III, A 13.344 Acre Tract, Property of The SummerPark Group, Located
in Dorchester County, South Carolina", made by Andrew C. Gillette,
S.C.R.L.S. 5933, dated May 27, 1988 and Revised June 30, 1988, and
recorded in the RHC Office for Dorchester County in Plat Cabinet
G, page 127, and those certain lots more particularly shown and
delineated on a Plat entitled "Plat Showing Pine Forest Country
Club Subdivision, Phase IV, a 7.962 Acre Tract, Property of The
SummerPark Group, Located in Dorchester County, South Carolina",

BOOK 729 PAGE 045

made by Andrew C. Gillette, S.C.R.L.S. 5933, dated May 27, 1988 and recorded in the RHC Office for Dorchester County in Plat Cabinet G, slide 129, are hereby made subject to those certain Restrictive Covenants and Easements dated March 31, 1989, and recorded in the RHC Office for Dorchester County in Book 634, page 226.

Moreover, reference within said restrictive covenants to the term "the plat herein referred" shall be deemed to mean and refer to the Plats referred to in this document. Likewise, the provision contained in paragraph 7 entitled "Approval of Plans by Developer", which states:

Developer or its designee shall be entitled to stop any construction in violation of these restrictions so long as any unimproved lot remains within the development shown by the Plats hereinabove referred to.

shall be modified with respect to the restrictive covenants being impressed upon Phases III and IV of the Pine Forest Community by this document as follows:

Developer or its designee shall be entitled to stop any construction in violation of these restrictions so long as any unimproved lot remains within the development known as Phases III and IV, The Gables at Pine Forest Community and shown by the Plats hereinbefore referred to.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by Southeastern Country Club Group this 2nd day of March, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF,

SOUTHEASTERN COUNTRY CLUB GROUP

Donna L. Hable
Witness

M. Stephen Yarn
BY: M. Stephen Yarn, Partner

Robert W. Hines
Witness

D. Sherwood Hiler
BY: D. Sherwood Hiler, III, Partner

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PROBATE

BOOK 729 PAGE 046

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Developer sign the within Deed, and seal said Deed, and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.

Robert W. Hines
Witness

SWORN TO before me this
2nd day of March, 1990.

Donna L. Hable
Notary Public for South Carolina
My Commission Expires: *7/25/94*

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this *6*
day of *May* *1990*
at *3:12 PM* and recorded
in book *729* page *44*
JOHN
REGISTER: *THE CONFIDANCES*

Charles Law Firm

101.00

068667

FILED-RECORDED

BOOK 1255 PAGE 099

DEC 21 1 02 PM '93

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PINE FOREST COMMUNITY SERVICES, INC.

LINDA T. HESSERVY
REGISTER
MESSENGER CONVEYANCES
DORCHESTER COUNTY, SO

This Declaration of Covenants, Conditions, and Restrictions is made this 23rd day of October, 1990, by Southeastern Country Club Group, a South Carolina General Partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within The Gables Subdivision, a section of Pine Forest Community. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component 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. This 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

Smith & Watts
133 E. 1st N. St. Ste. 1
S.ville, S.C. 29483

Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property 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. "Association" shall mean and refer to Pine Forest Community Services, Inc., a South Carolina corporation, its successors and assigns.

The "Board of Directors" or "Board" shall be the elected body having its normal meaning under South Carolina corporate law.

Section 2. "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.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Residential 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.

Section 4. "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.

Section 5. "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.

For the purposes of this Declaration, a newly constructed Residential Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of Dorchester County or other local governmental entity. The term "Residential Unit" shall not include any commercial space which might be subject to all or part of this Declaration.

Section 6. "Area of Common Responsibility" shall mean and refer to the Common Area which becomes the responsibility of the Association.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, By-Laws, and the Articles of Incorporation.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 10. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 11. "Mortgagor" shall include the trustor of a deed of trust, as well as mortgagor.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Parcel" shall mean and refer to separately designated, developed residential areas comprised of single family residential lots.

Section 14. "Parcel Assessments." Parcel assessments for common expenses provided for herein or by any supplementary Declaration shall be used for the purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners of the 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 Residential Units in a parcel for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

Section 15. "Residential Association" shall mean any homeowners association created on property subject to this Declaration containing homes for residential purposes.

ARTICLE II

Property Rights

Every owner shall have a right and easement of enjoyment

in and to the Common Area subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. 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 the procedures it may adopt.

ARTICLE III

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 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 (such as a mortgage) shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per Residential Unit owned. In the event of multiple owners of a Residential Unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Residential Unit be cast for each Residential Unit.

Section 2. Voting. The Association shall have two (2) classes of membership: Class "A" and Class "B" as follows:

(a) Class "A". Class "A" members shall be all owners with the exception of Class "B" members, if any.

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

Any owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" members 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 one hundred ninety (190) votes; this number shall be decreased by one (1) vote for each Class "A" member existing 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 ninety-four (94);
- (ii) January 1, 2000; or
- (iii) when, in its discretion, the Declarant so determines.

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 (1) 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.

ARTICLE IV

Maintenance

The Association shall maintain and keep in good repair the Common Area, if any, such maintenance to be funded as hereinafter provided; provided, however, any sidewalk which may be a part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association even if part of the Common Area or elements of a Residential Association. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in any Declaration subsequently recorded which creates any residential association upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those members in the association to which the services are provided. The assumption of this responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of Pine Forest Community. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Common areas to be maintained by the Association upon conveyance to the Association are described as follows:

1. All signs designating road entrances to the Pine Forest Country Club Community and any special signs designating sections of said subdivision, including condominiums, townhouses or separate areas that are designated common areas for maintenance by the Association. All signs are to be erected at the expense of the developer. Upon conveyance to the Association, said signage will be owned and maintained by the Association for the benefit of all owners. The developer may convey a partial interest in the signage to the Association, thereby reserving the right to convey other portions of the signage to other homeowners' associations of the Pine Forest Community in proportion to their benefit derived

from the signage. Proportional benefits shall be determined by the developer.

2. All areas of the property designated as "green areas" on plats of the subdivision and other areas that the developer deems to be a common area because of their intrinsic common value to all property owners, e.g., lakes, lagoons, ponds, parks, and playgrounds.

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 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 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, and, if reasonably advisable, directors' and officers' liability insurance. The public liability policy limits shall be in such amounts as deemed appropriate by the Board

and as determined appropriate from time to time by the Board. Premiums for all insurance on the Common Area shall be common expenses of the Association; 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.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assessment, as defined in Article IX, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted 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.

(b) All policies on the Common Area shall be for the benefit of the Residential Unit Owners and their mortgagees 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 mortgagee 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, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Summerville, Dorchester 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 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 costs;

(iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;

(iv) That no policy may be cancelled, invalidated or suspended on the 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; and

(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 Common Area 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 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 of the Common Area, 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 and their mortgagee(s), as their interests may appear,

if any Residential Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Residential 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 of the Common Area does not warrant repair or reconstruction, then the proceeds of insurance, if any, 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 Common Area shall be repaired and 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 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 Common Area damage or destruction is to be repaired.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the 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 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 Association's members, levy a special assessment against all owners in proportion to the number of Residential 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. If the funds available from insurance exceed the cost of repair, such excess shall be held for the benefit of the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VI

Condemnation

BOOK 1255 PAGE 113

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Residential Units subject to the taking, if any) 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 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 Common Area, to the extent lands are available therefor, 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 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 January 1, 2000, 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 Dorchester County, an amendment annexing such property. Such amendment to this Declaration shall not require a vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

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 the Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said 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 or represented by proxy 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 Dorchester County, 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.

ARTICLE VIII

Rights and Obligations of the Association

Section 1. The Common Area. 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 Common Area 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 the Gables Subdivision, a section of Pine Forest Country Club Community 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 reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws.

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 to be implied from the existence of any right or

privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

Assessments

Section 1. Creation of a General Assessment. 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 among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Parcel Assessments shall be levied against Residential Units in particular portions of the Properties or in residential 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, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the rate of six (6%) percent per annum and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Residential Unit pursuant to the remedies

provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in annual installments. It is the intention of this Declaration that assessments be collected by the residential associations with Pine Forest Community and be paid by the associations to the Community Services Association. Such a system shall prejudice neither the right for direct collection nor the lien rights set out in Section 4 of this Article.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2.

Section 2. Computation of Assessment. If the Association incurs on-going Common Expenses, the Board shall prepare an annual budget, and the following provisions shall apply:

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, and shall separately list general and parcel expenses, if any. The

Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Residential Unit for the following year, to be delivered to each owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1, the Association may levy a Special Assessment in any year. So long as the total special assessments authorized under this Article do not exceed Five Hundred (\$500.00) Dollars in any one year, the Board, by majority vote, may impose the special assessment. If such total be exceeded, any special assessment shall be effective only with the approval of a majority of the Class "A" members.

Section 4. Lien for Assessments. Such assessment shall constitute a lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien and charge of any first mortgage of record (meaning any

BOOK 1255 PAGE 120
recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

The Association, acting on behalf of the owners, shall have the power to bid for the Residential Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Residential Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid common expenses, rent, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. 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 annual assessment 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 the Article. A copy of the

capital budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Maximum Annual Assessment. For the first twelve (12) months following the date of the conveyance of the first lot, the maximum annual assessment shall be \$120.00 and shall be payable to the Association at the time of sale of any lot or at a time designated by the Board of Directors.

Annual assessments thereafter shall not be increased more than five (5%) percent above the previous year's assessment without a majority vote of the membership, except, however, annual assessments may be increased or decreased because of the size of the area to be actually maintained. This adjustment will be within the sole discretion of the Board of Directors at the time of sale of each lot.

ARTICLE X

Architectural Standards

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article. The Board of Directors shall establish an Architectural Review Board. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction decisions of the ARB.

Section 1. Architectural Review Board. The Architectural Review Board shall be composed of at least three (3) but not more than five (5) members, all of whom shall be appointed

by the Board of Directors of the Association. At least one (1) member of the Association other than the officers, employees or agents of the Declarant shall be a member of the Architectural Review Board at all times. The ARB shall be appointed annually.

Section 2. New Construction. The Architectural Review Board (ARB) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The ARB shall promulgate Architectural Standards and Application Procedures. It shall make both available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith.

Section 3. Modifications. The ARB shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, that the ARB may delegate this authority to a committee, so long as the ARB has determined that such committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the ARB. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the committee shall not have jurisdiction over modifications or alterations made by the Declarant or its successor.

Section 4. STANDARDS. PROCEDURES AND GUIDELINES. The ARB shall promulgate detailed standards and procedures governing

its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location for such new construction, modifications, additions, or alterations, shall be submitted to the ARB, or its designee in the case of modifications, additions or alterations, for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or to paint the interior of his residence any color desired. In the event the ARB fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

ARTICLE XI

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto, or subsequently recorded declarations creating residential 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.

Without the consent of at least two-thirds (2/3) of the institutional holders of first mortgages within the Properties, the Association shall not be entitled to by act or omission seek to abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer any common area owned, directly or indirectly, by the Association for the benefit of the Residential Units; provided, however, the granting of easements for public utilities or for other public purpose consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause;

Section 2. Payment of Taxes. First mortgagees of Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 3. 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 4. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such unit, 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 or any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

Section 5. 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 of the Declarant, may not exceed one (1) 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

Party Walls

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

Section 2. Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE XIV

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. Subject to the applicable provisions of Article XII, the Declarant reserves the right to terminate the Association and to abrogate this Declaration at any time during the first two (2) years following recordation in the R.M.C. Office for Dorchester County if the Association's maintenance and regulatory responsibilities have been assumed by other public or private entities.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association, including a majority of the affirmative votes or written consent of members other than the Declarant. Any amendment must be recorded among the land records of Dorchester County, South Carolina. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. So long as the Class "B" membership exists, the Declarant may, without vote of the owners, amend this Declaration.

Section 3. 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 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 5. Owners Right to Ingress, Egress and Support. Each owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to him or her Residential Unit and shall have the right to lateral support for his or her Residential Unit, and such rights shall be appurtenant to and pass with the title to each Residential Unit.

Section 6. Easement for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over, and under all of the property 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 and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any property contained in Exhibit "B." By virtue of any such easement,

it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other equipment on said property and to affix and maintain utility wires, circuits, and conduits onto sewer for said Residences. Notwithstanding anything to the contrary contained in the paragraph, no sewers, electrical lines, water lines, or other utilities may be relocated on said property, 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 a request for a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property 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. The Board shall have, by two-thirds (2/3) vote, the power to dictate all or part of the Common Area to Dorchester County or other local government entity.

Section 7. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Properties, except that no more than a total of two (2) normal household pets may be kept in Residential Units, subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit pets from being kept on the Properties, including inside Residential

Units constructed thereon; provided, however, the Declaration or other creating document for any Residential Association may impose stricter standards than those contained in this Section 7.

Section 8. 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 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Bush, President of the United States.

Section 10. Renting or Leasing of Residential Units. Units may be rented or leased only by written leases and subject to the following restrictions:

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 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 regulation. 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 thereof, 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 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 with Pine Forest Country Club Subdivision.

Section 11. General Assessment. There shall be a general annual assessment against Owners of all parcels of land located in The Gables Sudivision, a section of Pine Forest

Community for the following amenities or services when and if provided by the Pine Forest Community Services Association, Inc.:

- (1) Security
- (2) Park or Playground Maintenance
- (3) General and Limited Common Elements
- (4) Insurance
- (5) Salaries or Fees
- (6) Such other services or amenities that may be provided by said Association

It shall be in the sole discretion of the Board of Directors to determine if a parcel owner is subject to this General Assessment.

Section 13. Incorporation of Provisions in Deeds.

(a) Each grantee, by accepting a Deed, lease, or other instrument conveying any interest in any Lot, whether or not such instrument incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the Declaration and to incorporate this Declaration by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.

(b) The Developer and each grantee taking title through the Developer by acceptance of a Deed, lease or other instrument conveying any interest in any Lot, further agrees to cause all subsequent grantees to execute in a Deed, lease or other instrument conveying any interest in any Lot for the purpose of affirmatively assuming the obligations of an Owner hereunder and agrees to

include the following covenant in any such Deed or other instrument conveying any interest in any Lot:

"For the benefit of the grantor, Southeastern Country Club Group, the Pine Forest Community Association, their respective heirs, successors and assigns, the grantee hereunder, upon acceptance of the delivery of their deed of conveyance, assumes the obligations of an Owner under the Declaration of Restrictive Covenants to which the property is subject and expressly agrees to comply with each provision thereof to the extent such provision applies to him."

This covenant, and any such covenant in any Deed to any Lot, maybe specifically enforced against the grantor or the grantee or both.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 23rd day of October, 1990.

IN THE PRESENCE OF:

Donna L. Hadden

James E. Curran

SOUTHEASTERN COUNTRY CLUB GROUP,
A South Carolina General
Partnership

By D. Sherwood Miller
Partner

By Michael Van
Partner

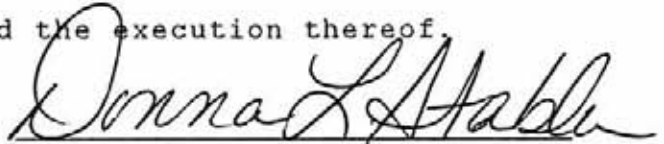
By Michael Van
Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

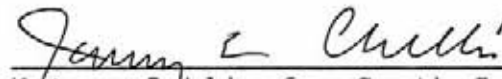
BOOK 1255 PAGE 134

P R O B A T E

PERSONALLY appeared before me the undersigned witness,
who, being duly sworn, says that (s)he saw the within-named
Southeastern Country Club Group, a South Carolina General
Partnership, by its duly authorized partners, sign the within
instrument, and deliver the same, and that (s)he, with the other
witness above subscribed, witnessed the execution thereof.


Witness

SWORN to before me this
23rd day of Oct, 1990


Notary Public for South Carolina
My Commission Expires 10/15/92

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Dorchester, State of South Carolina, measuring and containing 72.79 acres, more or less, and contained within the lines denoted HH-A-B-C-D-E-F-G-H-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z-AA-BB-CC-DD-EE-FF-GG-HH, as shown on a plat entitled "Plat Showing a 72.79 acre tract of land, property of Bruce B. and Tecla A. Earnshaw, Located near Pecan Grove, Dorchester County, South Carolina", said plat being dated April 8, 1987, and made by Andrew C. Gillette, S.C.R.L.S. #5933, and being recorded in Plat Cabinet F, slide 310, in the Clerk of Court's Office for Dorchester County. Said tract of land having such shape, size, dimensions, courses, distances, buttings and boundings as will appear by reference to the aforesaid plat.

ALSO, all those pieces, parcel or lots of land known and designated as Lots 27, 28, and 29, Section One, Pecan Grove Subdivision, Dorchester County, South Carolina, as shown on a plat made by Thomas W. Bailey, dated March, 1968, and recorded in the Clerk of Court's Office for Dorchester County in Plat Book 16, Page 310; said lots having such sizes, shapes, dimensions, buttings and boundings, as will, by reference to said plat, more fully and at large appear. It is expressly noted that Lots 28 and 29 do not appear on the referenced plat and are contained within the 72.79 acre tract hereinabove described although they are described in the deed of The Faclon Corporation to the Grantors herein as being shown on the plat recorded in Plat Book 16, page 310, now Plat Cabinet B, slide 118.

LESS AND EXCEPT ALL those certain pieces, parcels or tracts of land, situate, lying and being in the Town of Summerville, County of Dorchester, State of South Carolina, shown and designated as Tract A-2, containing 18.881 acres, and Tract B-6, containing 10.534 acres, on that certain plat entitled "Plat Showing Tracts A-1, A-2, A-3, and A-4, a Total of 214.671 Acres, Property of Southeastern Country Club Group, and Tracts B-1, B-2, B-3, B-4, B-5, and B-6, a Total of 163.643 Acres, Property of the Southeastern Country Club Group, About to be Conveyed to Kemper Sports South, Inc., all Tracts are located in the Town of Summerville, Dorchester County, South Carolina", dated June 30, 1989, and made by Andrew C. Gillette, S.C.R.L.S. No. 5933-B, and recorded in the RMC Office for Dorchester County in Plat Cabinet G, slide 325. Said tracts of land having such size, shape, form, marks, courses, distances, buttings, boundings and content as will be shown by reference to the aforesaid plat.

BEING a portion of the same property conveyed to Summer Park Group n/k/a Southeastern Country Club Group, a South Carolina General Partnership, by deed of Bruce B. Earnshaw and Tecla A. Earnshaw, dated November 25, 1987 and recorded in the RMC Office for Dorchester County in Book 598, page 592.

The undersigned, each an owner of property within The Gables Subdivision, a section of Pine Forest Community, in consideration of the foregoing premises declared by Southeastern Country Club Group, and the benefit to be derived therefrom to our respective properties, hereby consent to and join in the within Declaration of Covenants, Conditions and Restrictions for Pine Forest Community Services, Inc. such that said Declarations of Covenants, Conditions and Restrictions shall run with the land (our respective real property), inure to our benefit, and shall be binding on each of us having any right, title or interest in the property described next to our name and our heirs, successors, successors-in-title, and assigns.

In further consideration of our agreement to consent to and join in the Declaration of Covenants, Conditions and Restrictions, Declarant and each of the undersigned agree that the General Assessment provided for in Article IX, Section 1, shall not exceed the sum of \$120.00 per year so long as the undersigned owners occupy their respective properties as a personal residence. This limitation in the General Assessment is personal to the undersigned and Declarant and cannot be assigned except on transfers between spouses, by will or by intestate distribution.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BOOK 1255 PAGE 137

FOR

PINE FOREST COMMUNITY SERVICES, INC.
(NOW KNOWN AS THE GABLES AT PINE FOREST COUNTRY CLUB HOME OWNERS ASSOCIATION, INC.)

The Declaration of Covenants, Conditions, and Restrictions for Pine Forest Community Services, Inc., dated October 23, 1990, (Declaration) is hereby amended in the following respects by Southeastern Country Club Group, a South Carolina General Partnership (Declarant) in accordance with Article XIV, Section 2, of the Declaration, this 21 day of October, 1993.

1. Association. Article I, Section 1 is hereby amended so that throughout the Declaration, and throughout the Restrictive Covenants for the Gables at Pine Forest Community recorded at the Dorchester County R.M.C. Office in Book 634, page 226 and in Book 729, page 44, and throughout the Title To Real Estate recorded in Book 889, page 39, the terms Association, Pine Forest Community Services, Inc., and Pine Forest Community Services Association, Inc. shall mean and refer to The Gables at Pine Forest Country Club Home Owners Association, Inc., a South Carolina corporation, its successors and assigns.
2. Class B Membership. Article III, Section 2, paragraph (b) is hereby amended so that Class B Membership is abolished, along with all concomitant rights and responsibilities. All references to Class B Membership throughout the Declaration shall have no meaning.

3. Annexation of Additional Property Without Approval of Class A Membership. Article VII, Section 1, is hereby amended so that Declarant shall have no right, privilege or option to subject any real property to this Declaration or to the jurisdiction of the Association. Declarant shall have no right to transfer or assign such annexation rights to any person.
4. Personal Property and Real Property For Common Use. Article VIII, Section 2, is hereby amended so that the Association is not required to accept any property or property interests from Declarant. The Association may accept such property only upon the affirmative vote of the Association's Board.
5. Term. Declarant hereby waives the right to terminate the Association and abrogate the Declaration as set forth in Article XIV, Section 1.
6. Amendment. Article XIV, Section 2, is hereby amended so that after the date this First Amendment is signed, Declarant shall have no right to amend the Declaration.
7. In all other respects the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to
Declaration of Covenants, Conditions, and Restrictions For Pine Forest
Community Services, Inc. this 27 day of October, 1993.

IN THE PRESENCE OF:

Glenda B. Langley
Carly Slaw

SOUTHEASTERN COUNTRY CLUB GROUP,

A South Carolina General
Partnership

By: D. Sheppard M. Miller
D. Sheppard Miller, III, Partner

By: M. Stephen Varn
M. Stephen Varn, Partner

By: W.C. Varn
W.C. Varn, Partner

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF DORCHESTER)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Southeastern Country Club Group, a South Carolina General Partnership, by its duly authorized partners, sign the within instrument, and deliver the same, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Carly Slaw
Witness

SWORN to before me this
27 day of October, 1993

Janice B. Smith
Notary Public for South Carolina
My Commission Expires

Notary Public For South Carolina
My Commission Expires August 23, 2000
N RC.PFC/R

BY-LAWS

OF

BOOK 1255 PAGE 182

THE GABLES AT PINE FOREST COUNTRY CLUB HOME OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. The name of the corporation is The Gables at Pine Forest Country Club Home Owners Association, Inc. hereinafter referred to as the "Association."

Section 2. The principal office of the corporation shall be located at Post Office Box 2446, Summerville, South Carolina 29484-2446 but meetings of members and directors may be held at such places within the State of South Carolina, County of Dorchester, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The following words and terms, when used in these By-Laws (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Association" shall mean and refer to the Gables at Pine Forest Country Club Home Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners and Residents. When tendered, title thereto may be accepted by the Association only upon affirmative vote of the Association's Board of Directors.

Section 3. "Declaration" shall mean and refer to the Restrictive Covenants The Gables at Pine Forest Community dated March 31, 1989, recorded April 4, 1989, in Book 634, page 226, and Restrictive Covenants for Phases III and IV, the Gables at Pine Forest Community dated March 2, 1990, recorded March 6, 1990, in Book 729 page 044, both in the Dorchester County RMC Office, both as subsequently supplemented or amended from time to time.

Section 4. "Home" shall mean and refer to the residential dwelling unit constructed on a Lot, and shall include the Lot when the context of use reasonably implies such construction.

Section 5. "Lot" shall mean and refer to all platted lots on which detached single family residences are constructed, or are to be constructed as shown on recorded plats of the Properties. The term Lot shall include the detached single family residential dwelling unit constructed thereon when the context of use would reasonably imply such construction.

Section 6. "Member" shall mean and refer to all Property Owners.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot 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.

Section 8. The "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and made a part hereof by reference, together with such additional real property as the Association may acquire from time to time.

Section 9. "Resident" shall mean and refer to those persons residing in a Gables Home.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held at a date and time set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the of the Membership of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 60 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

Section 6. Voting. Every decision made or act performed by a simple majority of the members present at a duly held meeting at which a quorum is present shall be regarded as the act of the membership. Representation at the membership level shall be on the basis of one vote per Lot, regardless of the number of Owners per Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of ten (10) directors ("Board of Directors"). All directors must be paid up Members in good standing of the Association. The Board shall consist of six (06) Block Directors and the four (04) Officers described below in Article VIII. Each Block Director shall be an Owner of a Lot in and represent one Block of the Properties, except for Block D, which shall be represented by two such Directors.

Section 2. Term of Office. At the first annual meeting the members shall elect three (03) Block Directors for a term of one year, and three (03) Block Directors for a term of two years. At each annual meeting thereafter the members shall elect three such directors for a term of two (02) years. A director's term shall commence on July 1 and end on June 30.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be elected within sixty days by the Owners of Lots in the Block he is to represent and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors, both as a Block Director and as an Officer, shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be

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

Section 2. Election. Election to the Board of Directors as a Block Director shall be by each Block. At such election the Owners of Lots in the respective block who are eligible to vote or their proxies may cast, in respect to each vacancy, one vote per Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any three directors, after not less than three (03) days notice to each director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (03) consecutive regular meetings of the Board of Directors; and

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

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

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

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

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

(1) fix the amount of the annual assessment against each Lot at least ninety (90) days in advance of each annual assessment period;

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

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained.

(h) provide for payment of all debts of the Association from the funds collected from the Members of the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of Five Hundred (\$500.00) Dollars shall be reviewed and approved by the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the treasurer and either the president, vice president, or secretary.

(i) provide such other services to the Members as authorized in the Articles of Incorporation or Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be a president, vice-president, secretary, and treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the annual meeting of the members. Elections shall be by secret written ballot. The members present and eligible to vote, or their proxies may cast, in respect to each vacancy, one vote per Lot, irrespective of the numbers of Owners of a Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. **Term.** The officers of the Association shall each hold office for one (01) year commencing January 1, unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. **Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the members. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 5. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. **Multiple Offices.** The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 7. **Duties.** The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the membership and the Board of Directors; shall see that orders and resolutions of the Membership and the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws and in addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

BOOK 1255 PAGE 189

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Annual assessments are due within ninety (90) days after the date of the written notice of the assessments. Special assessments are due within thirty (30) days after the meeting of members at which they are approved. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "The Gables at Pine Forest Country Club Home Owners Association, Inc."

ARTICLE XIII

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, on the basis of one vote per Lot. However, any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

ARTICLE XIV

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

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

Section 3. Waiver. No provision of the By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 4. Severability. The provisions of the By-Laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 5. Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the By-Laws or the intent of any provisions.

Section 6. Gender and Name. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

Section 7. Rules of Order. All meetings of the membership and the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

Section 8. Dissolution. In the event the Association, is dissolved, the residual assets shall be given to another non-profit corporation as deemed appropriate by the Board of Directors.

IN WITNESS WHEREOF, we, being President and Secretary of The Gables at Pine Forest Country Club Home Owners Association, Inc., have hereunto set our hands this 15th day of December, 1993.

Signed, sealed and delivered
in the presence of:

Leri S. Bender
Mark R. Halls

THE GABLES AT PINE FOREST COUNTRY
CLUB HOME OWNERS ASSOCIATION, INC.

By: John S. Thompson

Its: President

By: _____

Its: Secretary Laura Juncker

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

BOOK 1255 PAGE 191

Personally appeared before me Terri L. Pender,
who, on oath, says that (s)he saw the corporate seal of THE GABLES AT PINE FOREST
COUNTRY CLUB HOME OWNERS ASSOCIATION, INC., affixed to the foregoing instrument
and that (s)he also saw John S. Thompson, as President, and
Laura Juncker, as Secretary, sign and attest the same, and that (s)he
with Patrick R. Watts witnessed the execution and delivery thereof, as the act
and deed of the said Corporation.

Terri L. Pender

SWORN to before me this 15th
day of December 1993 (SEAL)

Patrick R. Watts
Notary Public for South Carolina

My Commission Expires: Sept 4, 1994

CERTIFICATION

BOOK 1255 PAGE 192

I, the undersigned do hereby certify:

THAT I am the duly elected and acting secretary of the The Gables at Pine Forest Country Club Home Owners Association, Inc. a South Carolina Corporation, Inc. and, THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14th day of December, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14 day of December, 1993.

Laura Juncker
Secretary

EXHIBIT A TO BY-LAWS OF
THE GABLES AT PINE FOREST COUNTRY CLUB HOME OWNERS ASSOCIATION, INC.

All those certain pieces, parcels or tracts of land shown and designated on plats prepared by Trico Surveying, Inc., recorded in the Dorchester County R.M.C. Office, entitled, dated, and filed as follows:

"Phase I, Plat Showing Pine Forest Country Club Subdivision, A 15.363 Acre Tract, Property of The Summerpark Group, Located in Dorchester County, South Carolina," dated May 23, 1988, recorded on October 25, 1988, in Plat Cabinet G, Slide 128.

"Plat Showing Pine Forest Country Club Subdivision, Phase II, A 6.831 Acre Tract, Property of The Summerpark Group, Located in Dorchester County, South Carolina," dated May 27, 1988, recorded October 25, 1988, in Plat Cabinet G, Slide 130.

"Plat Showing Pine Forest Country Club Subdivision, Phase III, A 13.344 Acre Tract, Property of The Summerpark Group, Located In Dorchester County, South Carolina," dated May 27, 1988, Revised June 30. 1988, recorded October 25, 1988, in Plat Cabinet G, Slide 127.

"Plat Showing Pine Forest Country Club Subdivision, Phase IV, A 7.962 Acre Tract, Property of The Summerpark Group, Located in Dorchester County, South Carolina," dated May 27, 1988, recorded October 10, 1988, in Plat Cabinet G, Slide 129.

bylaws wp.50/CP1