

BYLAWS OF

SCHIEVELING PLANTATION HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION made this 20th day of June, 2000, by Schieveling Plantation Development, L.L.C., hereinafter sometimes called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with parks, open spaces, and other common facilities for the benefit of the community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community and for maintenance of the parks, open spaces and other common facilities; and to insure the best use and most appropriate development and improvement of each of the lots in the community; and to this end, Developer desires to subject the real property described in Article II together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the community to create an organization to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of South Carolina,

Schieveling Plantation Homeowner's Association, Inc., a non-profit corporation, for the purpose of exercising the functions as aforesaid;

NOW, THEREFORE, Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

SECTION 1. "The Association" means Schieveling Plantation Homeowners Association, Inc., its successors and assigns, a non-profit corporation organized under the laws of South Carolina.

SECTION 2. "Common Areas", also referred to as "Common Property", means the real property, together with the improvements thereon, owned, leased or possessed by The Association for the common use and enjoyment of the owners and shown as common or HOA property upon the recorded subdivision plat (or plats) of the properties, or as hereafter may be brought within the jurisdiction of The Association.

SECTION 3. "Properties" means that real property described and referred to in Paragraph 1 at Page of the Declaration of Covenants and Restrictions for Schieveling Plantation and such additions thereto as may hereafter be brought within the jurisdiction of The Association.

SECTION 4. "Lot" means any parcel of land subject to the Declaration and shown as a numbered parcel upon any recorded subdivision plat of the properties, with the exception of the common areas.

SECTION 5. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding any person having such interest merely as security for the performance of an obligation.

SECTION 6. "Person" means an individual, corporation, partnership, trust or any other legal entity.

SECTION 7. "Declaration" means the Declaration of Covenants and Restrictions for Schieveling Plantation and/or and Supplementary Declaration of Covenants, Conditions and Restrictions for Schieveling Plantation applicable to the Properties referred to herein and recorded in the RMC office for Charleston County, South Carolina.

SECTION 8. "Member" means those persons entitled to and having membership as provided in the Declaration.

SECTION 9. "Developer" means Schieveling Plantation Development, L.L.C., its successors or assigns.

SECTION 10. "Assessment" means a member's share of the common expenses as assessed against a member by The Association as provided for by the Declaration.

SECTION 11. "Board of Directors" means the governing board of Schieveling Plantation Homeowner's Association, Inc. as determined by the By-Laws of Schieveling Plantation Homeowner's Association, Inc.

ARTICLE II

SECTION 1. (a) **Existing Property.** The real property which is and shall be owned, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in

Charleston County, South Carolina, and is more particularly described as follows:

SEE ATTACHED EXHIBIT "A" HEREBY INCORPORATED BY REFERENCE.

ARTICLE III

Membership and Voting Rights

SECTION 1. **Membership.** Every person who is a record owner of a fee or undivided interest in any residential lot in Schieveling Plantation subject to this Declaration shall automatically be a member of The Association; provided, however, that any such person who holds such interest merely as security for an obligation shall not be a member.

SECTION 2. **Voting Rights.** The Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(b) **Class B.** The Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 31, 2002.

SECTION 3. **Voting.** The members shall vote pursuant to the Articles of Incorporation and By-Laws of The Association, as amended from time to time, or by law.

SECTION 4. **Suspension of Membership Rights.** The Board of Directors of The Association, by simple majority vote, may suspend the rights of any member who violates any of the provisions of the Declaration, including but not limited to default in the payment of any annual or special assessments levied by the Association. In the event of such suspension, the voting rights and right to the use of The Association's properties and facilities by such member may be suspended by the Board of Directors until such violation has been corrected. The rights of a member may also be suspended by the Board of Directors, for a period not exceeding thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of The Association's properties and facilities.

ARTICLE IV

Property Rights in the Common Areas

SECTION 1. **Members' Easements of Enjoyment.** Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the titles to every lot.

SECTION 2. **Title to Common Areas.** The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, The Association is able to maintain the same, but, notwithstanding and provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to The Association, free and clear of all liens and encumbrances, not later than January 1, 2002.

SECTION 3. **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights of the Developer and of The Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said areas. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such areas, to charge admission and other fees as a condition to continued enjoyment by the members, until the mortgage debt is satisfied, whereupon the possession of such areas shall be returned to The Association and all rights of the members hereunder shall be fully restored;

(b) The right of The Association to take such steps as are reasonably necessary to protect the above-described areas against foreclosure;

(c) The right of The Association, as provided in its articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(d) The right of The Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any

action taken.

ARTICLE V

SECTION 1. Creation of Permanent Charge and Lien Assessments; Personal Obligation of Owners; Remedies of Association. Subject to the Bylaws of The Association:

(a) Each of the lots described in Article II, Section 1(a) hereof is hereby made subject to a lien and permanent charge in favor of The Association for annual assessments, and special assessments, and each lot hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such lot is made subject to this Declaration. Such annual and special assessments shall be fixed, established and collected as hereinafter provided. Any and all of said assessments, together with interest thereon, if any, as hereinafter provided, shall constitute a permanent charge upon and a continuing lien on the lot to which such permanent charge and lien shall bind such lot in the hands of any and all persons.

(b) Each owner or part-owner of any lot which is or shall become subject to this Declaration, by acceptance of a deed or other conveyance therefor, or by filing a supplementary declaration making such lot subject to this Declaration, whether or not it shall be so expressed in such document, whether or not such document shall be signed by such owner, and whether or not such owner shall otherwise consent in writing, shall be deemed to covenant, promise and agree to pay to The Association annual assessments, and special assessments, such annual and special assessments to be fixed and collected from time to time as hereinafter provided; and any person or persons who was or were the owner or owners of any lot or lots subject to assessment by The Association at a time when any assessment came due with respect to such lots shall be personally obligated to pay such assessment, together with interest thereon, if any. The personal

obligation of any owner to pay any assessment which is due or delinquent, and interest thereon, if any, at a time when such owner transfers his lot to another shall not pass to his successor in title unless expressly assumed by such successor in title;

© The permanent charge, lien and the personal obligation hereby created may be enforced by The Association in any appropriate proceeding in law or in equity.

SECTION 2. **Annual Assessments.** For the year beginning January 1, 2000, and through December 31, 2000, annual assessment shall be a sum determined by the Directors of The Association, not to exceed a maximum of \$350.00, for each lot which is hereby made subject to assessment by The Association.

SECTION 3. **Changes in Annual Assessments.**

(a) From and after December 31, 2000, the maximum annual assessment may be increased each year in conformance with the rise, if any, of the Consumer Price Index (published by the U.S. Department of Labor, Washington, D.C.) for the preceding month of July with a vote of the membership.

(b) From and after January 1, 2000, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of two-thirds (2/3) of each class of members who are voting in person, at a meeting duly called for this purpose.

SECTION 4. **Special Assessments.** In addition to the annual assessment authorized by Section 2 of this Article, The Association may levy in any assessment year a special assessment, provided that any such special assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person at a meeting duly called for this purpose.

SECTION 5. Purpose of Assessments. The assessments levied by The Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, for the payment of any taxes levied on the property owned by The Association, and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the properties.

SECTION 6. Annual Assessments; Due Dates; Delinquency Dates. The annual assessment for the year beginning January 1, 2000, shall become due and payable on March 1, 2000. The due date of subsequent annual assessments shall be March 1 of each subsequent year unless changed by the Board of Directors as hereinafter provided. If any assessment is not paid on or before the thirtieth day after the due date, such assessment shall become delinquent and bear interest at the rate of ten (10%) percent per annum from said due date.

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

SECTION 8. Exempt Property. Only lots as defined in this Declaration are hereby made subject to the assessments, charges and liens for annual or special assessments and interests heretofore created. All other property, including but not limited to the following, are exempt from

such assessments.

(a) Common Areas;

(b) All property to the extent of any easement or other interest therein

dedicated and accepted by a local public authority and devoted to public use.

ARTICLE VI

Architectural Review Board

SECTION 1.

The Architectural Review Board shall be established and have the duties and functions as described in the Restrictions pertaining to the lots owned by the members, being the same Restrictions described in Article VII, **Specific Residential Restrictions**, of this declaration.

ARTICLE VII

Specific Residential Restrictions

SECTION 1.

In addition to the covenants, restrictions and conditions of this Declaration, the Developer shall, for the benefit of Developer and The Association, impose protective residential restrictions on the property subject to this Declaration, which restrictions, set forth in a separate document entitled "Declaration of Covenants and Restrictions for Schieveling Plantation", dated the 20th day of June 2000, and recorded in the RMC Office for Charleston County, South Carolina, simultaneously herewith, are incorporated herein by reference to the same extent as if set forth verbatim herein.

ARTICLE VIII

General Provisions

SECTION 1.

Duration. The covenants, conditions and restrictions of this

Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for periods of ten (10) years. Provided, however, this Declaration may be amended at any time if ten (10) days written notice of any proposed amendments or changes has been given to all the then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat which are subject to the provisions hereof and such proposed amendment(s) has been approved and an instrument signed by the then Owners of two-thirds (2/3) of said residential lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. The Owner or Owners of lots shall have one (1) vote for each lot owned.

SECTION 2. **Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of The Association at the time of such mailing.

SECTION 3. **Enforcement.** Enforcement of those covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by The Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. **Severability.** Invalidation of any one of these covenants or restrictions

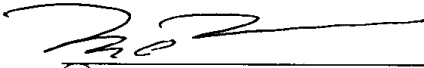
by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

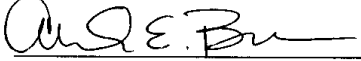
SECTION 5. Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.


IN WITNESS WHEREOF, SCHIEVELING PLANTATION DEVELOPMENT, L.L.C., has caused this Declaration to be executed by its members, the day and year first above written.

WITNESSES:

SCHIEVELING PLANTATION DEVELOPMENT,
L.L.C.:

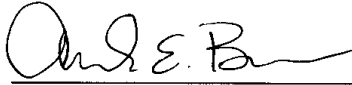


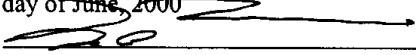


By: 
GORDEN H. TIMMONS
ITS: Member

STATE OF SOUTH CAROLINA }
 }
COUNTY OF CHARLESTON }

Personally appeared before me Amanda E. Brown, who being duly sworn, deposes and says, that (s)he saw the within named Schieveling Plantation Development, LLC by Gorden H. Timmons its member, sign, seal and deliver the within said Bylaws of Schieveling Plantation Homeowner's Association, Inc., and that (s)he with the other witness witnessed the execution thereof.



Sworn to before me this 20th
day of June, 2000


Notary Public for South Carolina
My Commission Expires: 02/05/2005

EXHIBIT "A" - LEGAL DESCRIPTION

ALL that property situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located in St. Andrews Parish and shown on a plat entitled "PLAT SHOWING: THE SUBDIVISION OF TMS NO. 358-00-00-006 INTO SCHIEVELING PLANTATION PHASE 1, LOTS 105-140; PARCELS A, C-F, P, S AND T; NEW RIGHTS-OF-WAY; AND TRACT A2B RESIDUAL, PROPERTY OWNED BY SCHIEVELING PLANTATION DEVELOPMENT, L.L.C., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", by HOFFMAN LESTER ASSOCIATES, INC. dated May 25, 2000 and recorded in Plat Book E E, at Page 137 in the RMC office for Charleston County.

This being the property conveyed to SCHIEVELING PLANTATION DEVELOPMENT, L.L.C. by deed of Nancy J. Leckner dated February 8, 1999 and recorded February 9, 1999 in Book Z319 at Page 197 in the RMC Office for Charleston County, South Carolina and by deed of Henry A. Molony, Wendy H. Molony and Mark C. Hunt dated September 23, 1999 and recorded in the RMC Office for Charleston County in Book J335 at Page 785 on October 5, 1999.

TMS #358-00-00-006

Schieveling Plantation

Box 61287

N. Chas. SC

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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