

Ricefields

Declaration of Covenants and Restrictions

For

Property Owners Association

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* N.B. While every effort has been made to ensure the accurate reproduction of the Ricefields Covenants and Restrictions, the Board of Directors cannot guarantee their accuracy and any official interpretation should be referred to the original documents as recorded at the Registrar's Office at the Georgetown County Courthouse. The Book and Page numbers are provided for your convenience.

All signatures on file at Georgetown Courthouse

**STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)**

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR RICEFIELDS
PROPERTY OWNERS ASSOCIATION, INC.**

THIS DECLARATION MADE THIS 15th day of OCTOBER, 1991, by Loblolly Partners, a South Carolina General Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in Georgetown County, South Carolina, more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant proposes to create on such property a subdivision containing detached homesite lots together with certain Common Properties as more fully described herein; and

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

- (a) To maintain the value and the residential character and integrity of the Subdivision and to maintain the quality and value of any Common Area Properties of the Subdivision;
- (b) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential environment of the Subdivision;
- (c) To protect and prevent the abuse or unwarranted alteration of the wetlands, trees, vegetation, and lakes within or adjacent to the Subdivision;
- (d) To prevent any property Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners of property in the Subdivision; and
- (e) To keep property values in the Subdivision high, stable and in a state of reasonable appreciation; and
- (f) To maintain, improve, and landscape the Common Properties within the Subdivision as hereinafter provided; and

WHEREAS, the Declarant, as hereinafter provided in this Declaration, has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Subdivision all or any portion of the real property described in Exhibit "B" attached hereto and incorporated herein by reference; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares that the property described in Exhibit "A" and any Additional Property described in Exhibit "B" or so much of it as Declarant may, in its sole discretion, see fit to develop or dedicate, as by subsequent filing of a Plat may be subjected to this Declaration, shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Subdivision and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in said properties or any portion of them. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

**ARTICLE I
DEFINITIONS**

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

Section 1. "Additional Property" or "Additional Properties" shall mean and refer to the real property described in Exhibit "B" and all improvements thereon.

Section 2. "Approved by the Declarant" shall mean written approval issued by the Declarant signed by a designated representative.

Section 3. "Approval by Architectural Review Board" shall mean and refer to any approval required under these Covenants to be made by the Architectural Review Board or Declarant and which shall be sought and received or denied pursuant to the provisions of these Covenants.

Section 4. "Architectural Review Board" or "Review Board" shall mean and refer to that Board formed and operated in the manner described herein or the Declarant functioning in that capacity.

Section 5. "Assessment" shall mean and refer to any Owner's share of the common expenses or any other charges from time to time assessed against an Owner by the Association in the manner herein provided.

Section 6. "Association" shall mean and refer to Ricefields Property Owners Association, Inc., its successors and assigns.

Section 7. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 8. "By-Laws of the Association" shall mean and refer to those By-Laws of the association which govern the administration and operation of the Association attached hereto as Exhibit "C" and made a part hereof by reference, as may be amended from time to time.

Section 9. "Common Properties" or "Common Areas" shall mean and refer to those parcels of land with any improvements thereon which now or hereafter are designated as Common Properties or Common Areas by the Declarant, which may hereafter be deeded or leased to the Association and designated in said deed or lease as "Common Properties" or "Common Area". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property". "Common Properties" shall include but not necessarily be limited to: streets, roads, lakes, wetlands, historic cemetery and amenity area. The Declarant reserves the right to convey "Common Properties" to the Association. Such conveyance shall be made subject to the provisions of this Declaration and shall contain such additional restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. The Declarant may add or substitute mortgages, provided the Association does not have to assume payments or obligations of any mortgage on "Common Properties" conveyed to it. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Declarant as well as all of the Declarant's obligations with respect thereto, including the obligation to maintain and enhance.

Section 10. "Common Expense (s)" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment or material reserves, consistent with the provisions and intent of this Declaration.

Section 11. "Declaration" shall mean this Declaration and all supplements and amendments to the Declaration as filed in the office of the Clerk of Court for Georgetown County.

Section 12. "Declarant" shall mean and refer to Loblolly Partners, a South Carolina General Partnership, its successors and assigns. The Declarant shall have the right to assign any and all rights which it may possess, as Declarant, to Ricefields Property Owners Association, Inc. or any person or entity provided, however, that the instrument or assignment shall expressly so provide.

Section 13. "Living Space" shall mean and refer to enclosed and covered heated and cooled areas within a dwelling on a Lot, exclusive of garages, carports, breezeways, terraces, balconies, decks, patios, courtyards, greenhouses, atriiums, attics and basements.

Section 14. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Properties, together with the improvements thereon, with the exception of the Common Properties.

Section 15. "Member" shall mean and refer to every Owner of a Lot which is subject to assessment and shall include the Declarant while it is the record Owner of any Lot.

Section 16. "Property" or "Properties" shall mean and refer to all property which is subject to this Declaration.

Section 17. "Owner" shall mean and refer to the record Owner (including the Declarant), whether one or more persons or entities, holding the fee simple title to any Lot, but excluding any person having such interest merely as security for the performance of an obligation.

Section 18. "Subdivision" shall mean and refer to those tracts or parcels of land described in Exhibit "A", together with all improvements presently thereon and subsequently constructed thereon, and, upon the submission to the provisions of this Declaration of the Additional Properties described in Exhibit "B", or any portion thereof, shall mean and refer to the real property described in Exhibit "A" and the real property described in Exhibit "B" or such portion thereof so submitted, together with all improvements thereon or hereafter constructed thereon.

Section 19. "Subdivision Plat" shall mean and refer to the plat entitled "Subdivision Plat of Ricefields Phase I Lots 1-18 and 27-38 for Loblolly Partners Georgetown County, South Carolina" prepared by E.T.S. – Engineering & Technical Services, Inc. dated October 15, 1991, and recorded in the office of the Clerk of Court for Georgetown County on October 17, 1991, in Slide 89 at Page 1, together with any future revisions thereof or any Subdivision Plat for any portion of the Additional Property as may be submitted to the terms of this Declaration, and recorded from time to time in the office of the Clerk of Court for Georgetown County.

ARTICLE II PROPERTY

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

Section 2. Additional Property. The Declarant, its successors and assigns, shall have the right, without further consent of the Association, or any of the Members prior to December 31, 2002, to bring within the operation of this Declaration the Additional Property described in Exhibit "B" attached hereto. Said Additional Property is part of a Planned Unit Development presently approved by Georgetown County as single-family lots, and all, or any part thereof, may be brought within the operation of this Declaration by Declarant filing a plat of record with a caption which recites it is a Subdivision Plat of Ricefields. Declarant reserves the right to change the use of the Additional Property to any use, except commercial, which may be approved by the appropriate Georgetown County Zoning Authority, in which event the Additional Property shall be brought within the operation of this Declaration by filing of record a supplementary Declaration which may contain such additions and modifications of the Covenants and Restrictions contained in the Declaration as may be necessary or convenient, in the judgment of the Declarant, to accommodate the new use or uses allowed for the Additional Property. Declarant is not obligated to bring the Additional Property within the operation of this Declaration.

ARTICLE III THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association. The Declarant has established or will establish the Association for the purpose of exercising powers of maintaining, improving and administering the Common Properties and providing common services, administering and enforcing covenants, conditions and restrictions contained herein, and levying, collecting and disbursing Assessments and charges herein created. Further, the Declarant reserves the right to convey to the Association and the Association agrees to accept any and all of its rights and obligations set forth herein.

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

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

Section 4. Voting Rights. The Association shall have two classes of voting membership.

- (a) Class A. Class A Member (s) shall be every Owner, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. Declarant may become a Class A member upon the expiration of its Class B Membership status as hereinafter set forth. When more than one person holds title to any Lot, all such persons shall be Members, and the one vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) Class B. Class B Member (s) shall be the Declarant, its successors and assigns, and, for so long as the Declarant owns at least one lot, it shall be entitled to one vote for each Lot owned plus thirty-eight (38) votes. As each additional Phase, if any, is subdivided and submitted to this Declaration, the Declarant shall be entitled to one vote for each Lot owned plus the number of votes equal to the number of lots in the applicable additional Phase or Phases. 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:
 - (1) When the Declarant executes and records an instrument forfeiting it Class B Membership; or
 - (2) On December 31, 2002.

Section 5. Board of Directors. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors as more particularly set forth in the By-Laws of the Association.

ARTICLE IV RIGHTS IN THE COMMON PROPERTIES/EASEMENTS

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

Section 2. Title to Common Properties The Declarant covenants for itself, its successors and assigns, that it shall convey to the Association or cause to be conveyed to the Association on or before December 31, 2002, the Common Properties shown on the Subdivision Plat or plats as such. The Declarant reserves the right to impose additional covenants on such Common Properties at the time of such conveyance. The Declarant also reserves the right, but not the obligation, to convey other Common Properties to the Association and the Association hereby agrees to accept such Common Properties, including, but not limited to, the streets, roads and rights-of-way within the Subdivision. Any Common Properties so conveyed to the Association shall be maintained and repaired by the Association.

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

- (a) The right of the Declarant, and of the Association, to dedicate, transfer or convey all or any part of the Common Properties, with or without consideration, to any successor association, governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Properties by the Owners;
- (b) The right of the Declarant, and of the Association, to grant, reserve and accept easements and rights-of-way through, under, over and across the Common Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, electric, fuel oil and other utilities and services, including a cable or community antenna television system and irrigation or lawn sprinkler system and the right of the Declarant to grant and reserve easements and rights-of-way through, over and upon and across the Common Properties for the completion of the Subdivision, and for the operation and maintenance of the Common Properties;
- (c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of the Common Properties that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Properties in the case of the landlocked adjacent Owners) to the nearest public road;
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any Assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (e) The rights of the Declarant and the Association, as the case may be, to establish rules and regulations for the Subdivision and to prescribe fees and charges from time to time for use of any amenities which may now or hereafter be constructed on the Common Properties.

Section 4. Easements for Declarant. During the period that Declarant owns any Common Properties, or owns and Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the

Common Properties for the purpose of constructing or improving Lots, any improvements to the Common Properties, and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including portions of the Common Properties) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including without limitation any improvements or changes permitted and described in this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Declarant have the obligation to do any of the foregoing.

Section 5. Changes in Boundaries; Additions to Common Properties. Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Properties and any Lots owned by Declarant, including the realignment of boundaries between adjacent Lots and Common Properties. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time, and from time to time, any portion of the Additional Property, such real property to be conveyed to the Association as an addition to Common Properties and subject to the other provisions set forth in this Declaration.

Section 6. Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service, district, public or private utility or other person upon, over, under and across: (i) all of the Common Properties and (ii) an area across every Lot fifteen (15') feet in width along the front and rear boundary lines thereof and seven and one-half (7.5') feet in width along the side boundary lines thereof for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant, its successors and assigns, or by the Board of Directors; provided, however, that for so long as Declarant owns any portion of the Common Properties, owns any Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, the Board of Directors must obtain the written consent of Declarant prior to granting or accepting any such easements. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Subdivision so encumbered: (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. Within these easements, no structure of any kind, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements unless such structure; planting or other material is first approved by the Declarant.

Section 7. Drainage Easement – Southern Boundary of Subdivision. There is hereby reserved for the benefit of Declarant, the Association and adjoining property owners a drainage easement over, across and upon the twenty-five (25) foot wide drainage ditch designated on the subdivision plat, together with any future revisions thereof, as Old Plantation Ditch.

Section 8. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, Officers, agents and employees, including but not limited to, any property manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant affected.

Section 9. Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, its successors and assigns, the perpetual, alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, and model or sample Lots, together with such other facilities as in the sole opinion of Declarant reasonably may be required, convenient or incidental to the completion, management, rental, improvement and/or sale of Lots, Common Properties or the Additional Property. The Declarant also reserves the right to grant to any builder or builders the right to operate and maintain builder sales offices at any location within the subdivision upon such terms and conditions as the Declarant in the Declarant's sole discretion may determine.

Section 10. Easements for Additional Property. There is hereby reserved in the Declarant, its successors, assigns and successors in title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Subdivision, perpetual, nonexclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking facilities from time to time located on or within the Common Properties or within easements serving the Common Properties or within the streets within the Subdivision, whether or not such streets have been designated as Common Properties; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities, and distribution lines, including without limitation: drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Section 11. Unsightly Conditions. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Failure to comply with this condition may result in the Declarant or the Association taking the necessary action to clean up the property with the Owner being liable for the cost thereof, including a reasonable attorney's fee, if one is required.

Section 12. Environmental Easement. There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Properties and Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

Section 13. Dike Not Owned Or Controlled By Declarant. Notice is hereby given that Declarant does not own or control the dike which maintains the lake next to the road, a portion of which is shown on the plat referred to in Exhibit "A" hereto as "Common Area 13,203 Sq. Ft. 0.303 Ac." and the dike is not located within the subdivision or Additional Property. Consequently, Declarant is unable to guarantee the continued existence of the area as a lake.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessment charges and (2) special assessments for capital improvements or for maintenance expenses and other common expenses and emergencies and other purposes, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien on the property against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the Assessment fell due. The obligation for delinquent Assessments shall run with the owner and shall pass to his successors in title. Upon reasonable request, the Association shall provide an accounting of an Owner's Assessments and any delinquency in payment thereof.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to pay all Common Expenses of the Association, to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the administration, acquisition, construction, landscaping and improvement and maintenance of Common Properties, including, but not limited to, the costs of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for garbage services, water furnished and water and sewer services or other utilities rendered to the Common Properties, the employment of attorneys, accountants, employees, management companies and contractors as shall be required for the orderly and efficient discharge of its business and the operation of the Association's Common Properties, emergencies, and for all other purposes set forth in this Declaration or the By-Laws, and such other needs as may arise, or as may be required

in the judgment of the Association's Board of Directors. The Association shall be authorized to establish reserve funds in such amounts and for such purposes as the Board of Directors of the Association shall determine in their best judgment.

Section 3. Annual Assessment. The Declarant initially, and thereafter the Board of Directors, shall fix the annual Assessment based upon the annual budget of the Association as provided herein. When the Board of Directors fixes the annual Assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per lot. The annual assessment for the first year, which shall begin January 1, 1992, shall be One Hundred and No/100 (\$100.00) Dollars per lot. After first year, the annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten(10%) per cent per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. City Average, Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. In the event that the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

In the event the Board does not increase the annual assessment in a given year, or increases it in an amount less than that which is authorized by this Section 3, the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority but any application of same may only be given prospective application.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any calendar year, a special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures, personal property related thereto or for any other purpose not prohibited by this Declaration, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of Members, other than Declarant, voting in person or by proxy at a meeting called for such purpose. All special Assessments shall be set at a uniform amount for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 5. Uniform Assessment. Except as hereinafter provided in Section 8, all annual Assessments shall be set at a uniform amount for all Lots and shall be collected on a monthly, quarterly or yearly basis, or any other basis approved by the Board of Directors.

Section 6. Association's Working Capital. After these Covenants are recorded and upon conveyance of a Lot by the Declarant, the Board of Directors shall assess each Owner the sum of Fifty and No/100 (\$50.00) Dollars or a sum equal to two (2) months' assessment, whichever is greater, for working capital. Such sums are separate and distinct from annual Assessments and shall not be considered advance payments of such Assessments, and shall only be due and payable upon the initial sale and conveyance of such Lot by the Declarant. Each Owner's share of the working capital fund must be collected from such Owner upon his initial purchase of a Lot, and must be transferred to the Association at the time of said closing of such Lot purchase.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual Assessments provided for herein shall commence as to any Lot on the day of the conveyance of such Lot by Declarant. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the month of conveyance. At least thirty (30) days in advance of each annual Assessment period, the Board of Directors shall fix the amount of the annual Assessment and notify every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (a) eighteen (18%) per cent per annum or (b) the maximum rate provided by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property, or both. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual Assessment due and payable and collect the same through foreclosure. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessment. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclosure action,

and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

Section 9. Subordination of the Lien. The lien of Assessments provided for herein shall be subordinate to the lien of any first mortgage upon such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property. The following Property; individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the Assessments, charges and liens created herein: (a) the grantees in conveyances made for the purpose of granting utility easements; (b) owners of all open space and Common Properties; and (c) un subdivided land/or unsold Lots owned by the Declarant.

ARTICLE VI ARCHITECTURAL CONTROL AND SITING

Section 1. Architectural Control. No temporary or permanent structure, including a fence, may be commenced, erected or maintained upon any Lot or any portion of the Property, nor may any application for building permit for any home, building, or other structure be made or any significant landscaping done, or any addition or alteration to any existing home, building or other structure be made until the proposed plans, specifications, materials and exterior color and finish, plot plans, landscape plans and construction schedule have been submitted to and approved by the Declarant. Declarant shall have the absolute right, in its sole discretion, to approve or disapprove any and all such alterations. Declarant, in Declarant's sole judgment and discretion, shall have the right and option to transfer and relinquish its architectural review and siting authority herein to an Architectural Review Board established by it or the Board of Directors of the Association.

Section 2. Siting. To assure that buildings and other structures will be located with regard to the topography of each Lot taking into consideration the location of large trees and other aesthetic and environmental considerations, the Declarant reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious, and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any Lot, notwithstanding any set-backs or other matters shown on any recorded plats.

The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and approved by the Declarant, and such location complies with the Georgetown County Subdivision Regulations, the Declarant shall automatically approve such location for a residence or group of residential units.

ARTICLE VII USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for private single-family residential purposes; provided, however, that nothing herein shall prevent Declarant from using any dwelling as a model or sales office.

Section 2. Signs. No sign of any kind shall be displayed to public view on a Lot or the Common Properties without the prior written consent of the Declarant, except customary name and address signs and lawn signs of not more than six (6') square feet (e.g. 2' x 3' maximum dimensions) in size advertising a Property for sale or rent.

Section 3. Dwelling Specifications. No dwelling shall be erected on any Lot unless approved by Declarant and contains no less than one thousand two hundred (1,200) square feet of Living Space.

Section 4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of the Declarant and the transferees of the Declarant in developing all of the Lots.

Section 5. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that no more than three (3) household pets (including no more than two (2) dogs) may be kept or maintained

provided that they are not kept for commercial purposes and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. Dogs, cats and other household pets shall be permitted in the Common Properties, subject to the rules and regulations of the Association, only if control of such pets is maintained by leashes.

Section 6. Resubdivision. No lot shall be subdivided or reduced in size without the prior written consent of the Declarant, its successors and assigns.

Section 7. Outside Antennas. No outside radio antenna, satellite dish or television antenna shall be erected on the Properties unless and until approved by the Declarant.

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

Section 9. Completion of Construction. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of the same shall have commenced, 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 calamities. Houses or other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur. Nothing contained herein shall preclude a builder of speculative homes from leaving floors, countertops and wall coverings unfinished until sold.

Section 10. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament without, in every such case, unanimous consent of all other Property Owners affected being first obtained.

Section 11. Rebuilding Requirement. Any dwelling or other structure on any Lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 12. Repairing Requirement. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 13. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of any Lot within the Subdivision shall be made without the prior written approval of the Declarant or the Association Board of Directors nor shall any fill be used to extend any Property beyond any boundary line of any lakefront lot.

Section 14. Tree Removal. No trees or bushes of any kind having a diameter of six (6) inches or more (measured from a point two (2) feet above the ground level) shall be removed from any Lot without the express written authorization of the Board of Directors. The Board of Directors shall further have the authority to require any Owner removing a tree in violation of this provision to replace same at such Owner's cost.

Section 15. Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the County of Georgetown and/or the Association, which shall be visible from the streets on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted.

Section 16. Certain Vehicles Prohibited from Lots. No tractor trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, or large commercial vehicles, or boat trailers, or boats shall be kept, stored or parked overnight on any Lot, Common Properties or street within the Subdivision,

except that the storage of boat trailers and boats is permitted if adequately screened from view. Screening must be approved by the Architectural Review Board.

Section 17. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to, its proximity to any Common Properties or bodies of water. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision.

Section 18. Additional Restrictions On Lakes and Lagoons. All boating and swimming activities in such lakes and lagoons shall be prohibited without the consent of the Board of Directors of the Association.

Section 19. Reservation of Easements. In addition to those easements shown on the Subdivision Plat, as well as those easements shown on the Plat of any Additional Property subsequently subjected to the plan and operation of this Declaration, and not as any limitation thereof, a perpetual, alienable and transferable right and utility easement on each Lot is hereby reserved by the Declarant for itself and its agents, devisees, successors and assigns, along, over, under and upon the Lots and Common Properties subject to this Declaration; provided, however, that: (a) no utility easement shall run across any portion of the Lots or other property which is covered by an existing building or structure or across any area for which written approvals to construct a building thereon have been obtained; (b) such easements or installation of utilities therein or thereon shall be maintained in as attractive manner as is reasonably feasible; (c) the Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it may own to the Association, at which time the Association shall be responsible for and have the obligation to operate and maintain such utility easements; and (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements and easements of access to such utilities and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines, including water, sewer and power, to or from each Lot or other Property. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Board of Directors of the Association after such easements inure to the benefit of the Association as provided herein. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. For the purpose of this Section, the Declarant reserves the right to modify or extinguish the easements herein reserved. The easements herein reserved shall be for the use of the Declarant, utility companies and public agencies used in connection with development of the Subdivision. In addition, the Property shall be subject to a non-exclusive easement in favor of Declarant for construction of improvements on the Lots and Common Properties including any added by annexation, and for exhibition and sales of such improvements. There is further reserved for the benefit of the Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any public or private authority, agency, public service district, public or private utility or other person upon, over, under and across (a) all of the Common Properties and (b) an area across every Lot which is not covered by an existing building or over any area which would not prohibit the future developability of such lot. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Directors of the Association; provided, however, that for so long as the Declarant owns any portion of the Common Properties or owns any Lot primarily for the purpose of sale and has the option to add the Additional Property or any portion thereof to the plan and operation of this Declaration, the Board of Directors must obtain the written consent of the Declarant prior to granting or accepting any such easements.

Section 20. Mutual Easements. There shall be appurtenant to each Lot a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other Lot. Each Lot shall be subject to an easement in favor of other Lots for use of all pipes, wires, cables, conduits, utility lines, flues, and ducts situated on or across such Lot and serving other Lots. In addition, and subject to all rules and regulations promulgated by the Association and to the easements and Assessments set forth herein, each Owner, his lessees and guests, shall have a non-exclusive easement and right to use the areas designated as bridges, paths, streets, roads, walkways and security gates and systems to travel to and from his Lot and to and from the Common Properties, and a right of easements of enjoyment in and to the Common Properties. All such easements shall be appurtenant to and shall pass with the title to each Lot.

Section 21. Changes in Boundaries; Additions to Common Properties. Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Properties and any Lots or other Properties owned by Declarant, including the realignment of boundaries between adjacent Lots and between Lots and Common Properties. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time such real or personal property as it determines to be conveyed as an addition to the Common Properties and subject to the other provisions set forth in this Declaration. No Lot shall be subdivided by an Owner, or its boundary lines changed except as provided in this Declaration.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

Section 1. Insurance.

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property, casualty and other insurance, in such form as the Board deems appropriate, for the benefit of the Association.

ARTICLE IX GENERAL PROVISIONS

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

Section 2. Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by 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. In the event Declarant or the Association undertakes enforcement, a violator or violators shall be obligated to reimburse Declarant or the Association in full for all direct and indirect costs, including but not limited to legal fees, incurred in maintaining compliance with these restrictions in the event Declarant or the Association prevails in such enforcement proceedings.

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

SECTION 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner for a period of twenty (20) years from the date hereof and thereafter shall automatically continue in effect for additional periods of ten (10) years each, unless otherwise agreed to in writing by the then Owners of at least seventy-five (75%) per cent of the Lots.

SECTION 5. Assignment. The Declarant shall have the right to assign to any one or more persons, firms, corporations, partnerships or associations any and all rights, powers, duties, easements and estates reserved or given to the Declarant in this Declaration.

Section 6. Amendments by Declarant. For a period of ten (10) years from the date of recording of this Declaration, the Declarant may amend this Declaration in any particular, except relating to assessments, by an instrument in writing filed and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, with or without the approval of any Owner or mortgagees. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section. In addition to the foregoing amendment rights, the Declarant shall have the right at any time to amend the covenants and restrictions of this Declaration to correct typographical or clerical errors, and as may be required by any governmental authority, institutional or governmental lender, insurer or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration or the Federal Housing Administration.

Section 7. Amendments by Association. In addition to the amendments by Declarant set forth in the previous Section of this Declaration, this Declaration may be amended at any time by an instrument signed by the Owners of not less

than seventy-five (75%) per cent of the Lots, excluding those owned by the Declarant; provided, however, that during any period in which the Declarant owns a Lot or other Property within the Subdivision, no such amendment shall be valid unless approved in writing by the Declarant. In addition to the forgoing method, amendments to this Declaration may be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by Owners holding at least seventy-five (75%) per cent of the total votes in the Association, excluding the Declarant's votes; provided, however, that during any period in which the Declarant owns a Lot within the Subdivision or has the option under this Declaration to add Additional Property or any portion thereof to the Subdivision, such amendment must be approved by the Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, the Declarant, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself and shall be subject to the approval of Declarant, its successors and assigns.

Section 8. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 9. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

Section 10. Rule Against Perpetuities, etc. Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which shall not violate the Rule Against Perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for such reduced period of time.

EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain lots, pieces, or parcels of land situate, lying and being in the County of Georgetown, State of South Carolina, known and designated as lots 1 through 18 and 27 through 38 as shown on plat thereof entitled "Subdivision Plat of Ricefields Phase I Lots 1-18 And 27-38 For Loblolly Partners Georgetown County, South Carolina", dated October 15, 1991, surveyed by E. T. S. - Engineering and Technical Services, Inc. and recorded in the office of the Clerk of Court for Georgetown County in Slide 89 at page 1.

ALSO

All those certain common areas as shown on the aforesaid plat.

ALSO

All streets, roads, drives and cul-de-sacs contained within the foregoing Subdivision as shown on the aforesaid plat, including Ricefields Drive, Spy Glass Lane, Cherbourg Court, Abbington Court, Dubose Court, Preston Court and Summerhill Court.

EXHIBIT "B"
ADDITIONAL PROPERTY

All that certain tract of land situate, lying and being in the County of Georgetown, State of South Carolina, on Waccamaw Neck, containing 60.83 ± designated on a certain plat prepared for Richard H. Weston, dated April 28, 1981, by Moore, Gardner & Associates, Inc., R. L. S., as Phase D, River Oaks Estates, which said plat is recorded in the office of the Clerk of Court for Georgetown County in Plat Book II at Page 88.

ALSO

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina, being 9.83 acres, more or less, designated as Phase E River Oaks Estates on that certain plat prepared for M. E. Hinds, et al. by Moore, Gardner and Associates, dated July, 1981, entitled River Oaks Estates, Phase "E". Said property shall include up to the center line of the lake running from River Road in a northerly direction to the northwest boundary of said lake depicted on said plat. Also the right of ingress, egress and regress over and upon the remainder of the lake. Also being more fully shown and delineated on that certain plat prepared by Sur-Tech, Inc. and entitled "River Oaks Estates, Phase "E" dated April, 1983, and recorded in Plat Book 2 at Page 397, office of the Clerk of Court for Georgetown County, South Carolina.

SAVING AND EXCEPTING from the two above tracts of land all those certain lots, pieces, or parcels of land situate, lying and being in the County of Georgetown, State of South Carolina, known and designated as Lots 1 through 18 and 27 through 38, common areas, streets, roads, drives and cul-de-sacs as shown on plat thereof entitled "Subdivision Plat of Ricefields Phase I Lots 1-18 And Lots 27-38 For Loblolly Partners Georgetown County, South Carolina", dated October 15, 1991, surveyed by E. T. S. - Engineering and Technical Services, Inc. and recorded in the office of the Clerk of Court for Georgetown County in Slide 89 at page 1.

ALSO

All easements, rights, leasehold estates, licenses, riparian, littoral or other rights appurtenant to or associated with the Additional Property described above.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

**DECLARATION OF
RESTRICTIVE COVENANTS
FOR WETLANDS PRESERVATION**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 19th day of October, 1995, by RICEFIELDS ASSOCIATES, LLC, a South Carolina Limited Liability Company, and LOBLOLLY PARTNERS, a South Carolina General Partnership, "Declarants".

RECITALS

WHEREAS, Declarants are the owners of certain real property located in Georgetown, County, South Carolina, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, in consideration of the issuance of Department of the Army Permit No. SAC-26-94-1340 (G) to Declarants by the U.S. Army Corps of Engineers, Charleston District, and consistency certification by the S.C. Department of Health and Environmental Control, Office of Coastal and Resource Management ("OCRM), and for the protection or enhancement of the Property's wetlands, scenic, conservation, resource, environmental or other values, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Declarant's have agreed to place certain restrictive covenants on the Property in order that the wetlands and included uplands shall remain substantially in its natural condition forever; as provided herein.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land.

1. Declarants and their successors and assigns forever, are and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, cultivating, excavating, constructing or erecting in, or otherwise altering or improving the Property; burning, systematically removing, cutting, or otherwise destroying vegetation on the Property in other than an incidental fashion; spraying with biocides; introducing exotic species into the property; and otherwise altering the natural state of the Property; and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under Federal or State clean water and water pollution control laws and regulations, as amended.
2. The following are accepted from paragraph 1: Wetland Creation Plan - Loblolly Partners Mitigation Plan is incorporated herein.
3. Any request for modification of the Permit; or any other permit application or request for certification or modification which may affect the Property made to any governmental entity with authority over

wetlands or other waters of the United States, shall expressly reference and include a copy of these restrictive covenants.

4. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, wetlands and associated values, and Declarants reserve the ownership of the fee simple estate and all rights appertaining thereto, including without limitation, the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.
5. The Corps, OCRM (and any successor agencies) and its/their authorized agents shall have the right to enter and go upon the lands of the Declarants, their successors and assigns, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.
6. These restrictive covenants shall be binding upon the Declarants, their successors and assigns, and the restrictions herein shall be legally binding upon all subsequent owners, lessees, or other occupiers or users.
7. The Declarants grant to the U.S. Army Corps of Engineers, the U.S. Department of Justice, OCRM, or any other governmental entity with jurisdiction over wetlands on the Property, a discretionary right to enforce these restrictive covenants or terms hereof in an action at law or in equity against any person(s) or other entity/entities violating or attempting to violate this Declaration of Restrictive Covenants; provided, however, that no violation of these restrictive covenants or terms hereof shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other remedy available under law or in equity. An enforcing agency shall also be entitled to an award of costs and attorneys fees in any enforcement action in which it obtains relief. Nothing herein shall limit the right of the Corps to modify, suspend or revoke the Permit.
8. Declarants, their successors and assigns shall include the following warning on all deeds, mortgages, plats or any other legal instruments used to convey any interest in the Property: **WARNING: This Property Subject to Declaration of Restrictive Covenants for Wetlands Preservation Recorded in Deed Book 657 at Page 97.**
9. A plat depicting the Property entitled "Property Subject to Declaration of Restrictive Covenants for Wetlands Preservation", shall be recorded in the RMC Office for each of the Counties in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded in Slide 182 at Page 4.
10. Should any separable part of these restrictive covenants be determined to be contrary to law, the remainder shall continue in full force and effect.
11. Declarant may in the future request a modification of the Permit to substitute or trade property which is not encumbered by conservation easements or covenants, for, and in place of, the Property and restrictive covenants herein, provided such substitute or traded property is of greater values (wetlands, scenic, conservation, resource, environmental) than the Property herein, is placed under equivalent or more restrictive easements or covenants, and is otherwise consistent with mitigation law and policy, which discretionary determinations shall be made by the Corps and OCRM (or their successors), in consultation with resource agencies as appropriate.

EXHIBIT "A"

TO

DECLARATION OF RESTRICTIVE COVENANTS FOR WETLANDS PRESERVATION

All those pieces, parcels or tracts of land situate, lying and being in the County of Georgetown, State of South Carolina, being shown and delineated as Wetland Buffer containing 0.85 acres and Wetland Buffer containing 1.99 acres, for a total Wetland Buffer of 2.84 acres; Wetland Creation containing 0.52 acres; Wetland Creation containing 0.23 acres and Wetland Creation containing 0.06 acres for a total Wetland Creation of .81 acres and Wetlands containing 2.13 acres; Wetlands containing .04 acres; Wetlands containing 1.72 acres and Wetlands containing 3.38 acres, for a total Wetlands of 7.27 acres, all acreage being more or less, on a "Map of Proposed Property Subject to Declaration of Restrictive Covenants for Wetland Preservation For Loblolly Partners, A S.C. General Partnership and Ricefields Associates, LLC", dated October 6, 1995, prepared by ETS – Engineering and Technical Services, Inc., and recorded in the office of the RMC for Georgetown County in Slide 182 at Page 4.

acres and Wetlands containing 3.38 acres, for a total Wetlands of 7.27 acres, all acreage being more or less, on a "Map of Proposed Property Subject to Declaration of Restrictive Covenants for Wetland Preservation For Loblolly Partners, a S.C. General Partnership And Ricefields Associates, LLC", dated October 6, 1995, prepared by ETS – Engineering and Technical Services, Inc., and recorded in the office of the RMC for Georgetown County in Slide 182 at Page 4.

EXHIBIT "C"
BY-LAWS
OF
RICEFIELDS
PROPERTY OWNERS ASSOCIATION, INC.
ARTICLE I
NAME AND LOCATION

The name of the Association is Ricefields Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at Post Office Box 473, Pawleys Island, S.C. 29585, but meetings of the Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The words and terms used in the By-Laws or any supplemental set of By-Laws, unless the context shall clearly indicate otherwise have the same meanings as shall be set forth in the Declaration of Covenants, Conditions and Restrictions for Ricefields Property Owners Association, Inc. (the "Declaration").

ARTICLE III
MEMBERS

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

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

Section 3. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class a Member (s) shall be every Owner, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. Declarant may become a Class a Member upon the expiration of its Class B Membership status as hereinafter set forth. When more than one person hold title to any Lot, all such persons shall be Members and the one vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Class B Member (s) shall be the Declarant, its successors and assigns, and, for so long as the Declarant owns at least one Lot, shall be entitled to one vote for each Lot owned plus thirty-eight (38) votes. As each additional Phase, if any, is subdivided and submitted to this Declaration, the Declarant shall be entitled to one vote for each Lot owned plus the thirty-eight (38) votes plus the number of votes equal the number of lots in the applicable additional Phase or Phases. 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:

- (1) when the Declarant executes and records an instrument forfeiting its Class B Membership; or
- (2) On December 31, 2002.

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

conduct of any person thereon, as provided in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV MEETINGS OF MEMBERS

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

Section 2. Membership Special Meeting. Special Meetings of the Members for any purpose may be called at any time by the President, or by any two (2) or more members of the Board of Directors or upon written request of Members holding one-fourth (1/4) of the total votes of the Association.

Section 3. Notice. Notice of any meetings shall be given to the Members by the Secretary. Notice may be given to each Member either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary and notices of meetings shall be mailed to such address. Notice of any meeting, regular or special, shall be mailed not more than forty-five (45) days, and not less than ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve and be governed by the Declaration applicable to the Properties, or any action for which other provision is made in these By-Laws, notice of such meeting shall be given or sent as therein or herein provided.

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

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by Members holding a majority of the votes of the Association, which consent shall be filed with the Secretary of the Association as part of the Association's records.

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

ARTICLE V PROXIES

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

Section 2. Proxies. All proxies shall be executed in writing by the Member or by his duly authorized attorney-in-fact and filed with the Secretary; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Declaration. Unless a proxy otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. If at least ten (10) days prior to a duly called meeting a Member is informed by mail of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) such data as is then available relative to the issues on which there will be a vote, and a proxy form is included in such mailing, and the Member neither attends the meeting nor returns his executed proxy, then such Member shall be deemed present for purposes of determining a quorum and shall be deemed to have given his proxy to and for the majority present and voting. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date; and no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the Member of his Lot.

**ARTICLE VI
PROPERTY RIGHTS AND RIGHTS OF
ENJOYMENT OF COMMON PROPERTY**

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

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

**ARTICLE VII
ASSOCIATION PURPOSES AND POWERS**

Section 1. Association's Purposes. The Association has been or will be established for the purpose of exercising powers of maintaining, repairing, replacing and administering the Common Properties and common facilities and providing common services, administering and enforcing the covenants, conditions and restrictions contained in the Declaration, and levying, collecting and disbursing Assessments and charges herein created. The Declarant reserves the right to convey to the Association, and the Association agrees to accept any or all of its rights and obligations set forth herein or in the Declaration. The Association shall be authorized but not required to provide any of the services set forth in the Declaration or these By-Laws and shall be further authorized to provide any and all services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of the Declaration and these By-Laws.

Section 2. Additions to Properties and Membership. Additions to the Properties described in Exhibit A attached to the Declaration may be made as provided in the Declaration. Such additions, when properly made shall extend the jurisdiction, functions, duties and membership of this Association to such property owners.

**ARTICLE VIII
BOARD OF DIRECTORS**

Section 1. General Powers. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number and Tender. The Board of Directors shall consist of three (3) members. The initial Board of Directors shall be appointed by the Declarant and shall hold office until the election of their successors as provided herein. Beginning with the first annual meeting of the Association, the Declarant shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect, upon majority vote, one (1) Director for a term of three (3) years. Each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office.

Section 3. Vacancies. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

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

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

Section 6. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least four (4) days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. Any Director may waive notice of any meeting before or after the time

of the meeting stated herein, and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice at such meeting, unless specifically provided by law, the Articles of Incorporation, these By-Laws or the Declaration.

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

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

Section 9. Compensation. Directors shall receive no salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 10. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by a majority of the Directors, which consent shall be filed with the Secretary of the Association as part of the Association's records.

Section 11. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created or the vacancy may be filled by the Board of Directors.

ARTICLE IX 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 Properties, amenities and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use the Common Properties, amenities and facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, or the Declaration;
- (d) Employ a Property manager, an independent contractor, or such other employee as they deem necessary and to prescribe their duties;
- (e) To grant utility and ingress/egress easements on, over and across the Lots and Common Properties of the Association, as provided in the Declaration;
- (f) To sell, transfer and convey portions of Common Properties without a vote of the Members of the Association in order to (i) correct errors or mistakes in Deeds or easements to or from the Association; or (ii) to divest the Association of Properties which are not necessary for the functions and services which the Association is authorized to carry out and deliver.

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 Association affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a one-fourth (1/4) vote of the Class A Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
 - (1) to fix and levy the amounts of all Assessments, annual, special or otherwise;
 - (2) to send written notice of all Assessments to every Owner subject thereto;

- (3) in the discretion of the Board, to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and
- (4) To provide for a Board of Architectural Review, should the Declarant transfer and relinquish said authority to this Board.
- (d) To 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) To procure and maintain adequate liability and hazard insurance on Common Properties and other property owned or leased by the Association as it may deem appropriate;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; to provide Directors and Officers liability insurance, errors and omission insurance or similar insurance for Officers and Directors, as it may deem appropriate;
- (g) To cause the Common Properties and facilities to be maintained, replaced or improved, and properly landscaped;
- (h) To prepare an annual budget for the Association, outlining anticipated receipts and expenses for the following fiscal year;
- (i) To carry out the reconstruction of Common Property improvements after casualty, and to carry out the further improvement of such Common Properties;
- (j) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Properties, as may be necessary or convenient in the operation and management of the Association, except those which may be required by the Declaration to have approval of the Members;
- (k) To enforce by legal means the provisions of the Certificate of Incorporation, Declaration and By-Laws of the Association, and the regulations promulgated by the Board;
- (l) To pay all taxes and assessments which are liens against any part of the Common Properties or other property, real or personal, belonging to the Association;
- (m) To pay all costs of power, water and sewer and other utility services rendered to the Association and not billed to the Owners of Lots;
- (n) To borrow money on behalf of the Association and to pledge/mortgage the property of the Association as security for such loan (s) and
- (o) To exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Declaration and not reserved to the Membership by other provisions of these By-Laws or the Certificate of Incorporation.

ARTICLE X AUTHORITY TO MORTGAGE

To the extent provided by law, the Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. Notwithstanding anything in the Declaration to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there are outstanding any amounts as repayment of any such loans.

ARTICLE XI OFFICERS

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

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

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

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

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

Section 6. Interim Officers. The initial Board of Directors appointed by the Declarant shall elect interim or acting officers to serve until the first annual meeting of the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Association. He shall execute on behalf of the Association all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. The President shall preside at all meetings of the Association and the Board of Directors. He shall have all general powers and duties which are usually vested in the office of President of a property owners association, including the power to appoint committees.

Section 8. Vice President. The Vice President shall act under the direction of the President and shall perform such duties as may be imposed by the Board. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 9. Secretary. The Secretary shall act under the direction of the President. Subject to the direction of the President, the Secretary shall attend all meetings of the Board of Directors and meetings of the Association and record the proceedings. He shall give, or cause to be given, notice of all meetings of the Association and of the Board of Directors as required by these By-Laws and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 10. Treasurer. The Treasurer shall act under the direction of the President and shall keep or be responsible for keeping the accounts of the Association. He shall disburse the funds of The Association as may be ordered by the President or the Board of Directors and shall render on request or at the regular meetings of the Board of Directors an account of all his transactions as Treasurer and of the financial condition of the Association. The Treasurer shall be responsible for mailing all Assessment notices to Members of the Association.

ARTICLE XII COMMITTEES

Section 1. Committees of Directors. The Board of Directors may designate one or more committees, each of which shall consist of one or more Directors and such other Members as the Board shall determine, which committees, to the extent authorized by the Board, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the amendment of the Articles of Incorporation of the Association; or the sale, lease or exchange of all or substantially all of the property of the Association; (b) the designation of any such committee or the filling of vacancies in the Board of Directors or in any such committee; and (c) the amendment or repeal of any resolution of the Board of Directors.

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

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

ARTICLE XIII LIABILITY AND INDEMNIFICATION

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

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

- (a) Such Board Member or Officer has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws;
- (b) Such Board Member or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and
- (c) Such Board Member or Officer cooperates with the Association defending against the liability.

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

ARTICLE XIV CORPORATE SEAL

The Secretary may have a seal in circular form having within its circumference the name of the Association, the year of its organization and the words "Corporate Seal, South Carolina".

ARTICLE XV AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Declarant within five (5) years from the date of recordation of the Declaration. These By-Laws may also be amended by a majority of the total votes cast at a duly called meeting of the Association provided notice of such proposed amendment is given in the call for such meeting; provided, however, that during any period in which the Declarant owns a Lot within the Subdivision or has the option under the Declaration to add Additional Property on any portion thereof to the Subdivision, such change must be approved by the Declarant.

ARTICLE XVI DISSOLUTION

If the Members determine that it is in the best interest of the Association and/or its Members to completely dissolve the Association, such action may be taken by a three-fourths (3/4) vote of those present at a meeting duly called and held for such purpose. In the event of such action, the disposition of the Common Properties belonging to the Association shall be as determined by a similar vote of the Members.

ARTICLE XVIII FISCAL YEAR

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

**ARTICLE XIX
GENERAL**

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

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

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

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

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

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders Revised.

**STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)**

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR RICEFIELDS PROPERTY OWNERS
ASSOCIATION, INC.**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR RICEFIELDS PROPERTY OWNERS ASSOCIATION, INC., IS MADE THIS 20th day of August, 1992, by Loblolly Partners, a South Carolina General Partnership, hereinafter referred to as "Declarant."

WHEREAS, the Declarant desires to amend the Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc., dated October 15, 1991, and recorded October 17, 1991, in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book 446 at Page 196 to provide for the preservation of the wetlands; and

WHEREAS, the Declarant reserved the right to amend the Declaration; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares and certifies that this Amendment has been duly approved by the Declarant and shall be effective immediately upon recording in the office of the Clerk of Court of Georgetown County, South Carolina.

Article VII of the Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc., dated October 15, 1991, and recorded October 17, 1991, in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book 446 at Page 196 is hereby amended by the addition of Section 22 as follows:

Section 22. Wetlands. Portions of the property may be classified as wetlands, as will be shown on plats of record as "wetlands Reserve Area." These areas are subject to the jurisdiction and authority of the U.S. Army Corps of Engineers and South Carolina Coastal Council and other governmental agencies to regulate activities. No building or disturbance of the topography is allowed within any wetlands area unless permitted by the governing agencies.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS OF AND RESTRICTIONS
FOR RICEFIELDS PROPERTY OWNERS
ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR RICEFIELDS PROPERTY OWNERS ASSOCIATION, INC., is made this ____ day ____, 1995, by Loblolly Partners, a South Carolina General Partnership, hereinafter referred to as "Declarant" and Ricefields Property Owners Association, Inc. ("Association")

WHEREAS, the Declarant desires to amend the Declaration of Covenants And Restrictions For Ricefields property Owners Association, Inc. dated October 15, 1991, and recorded October 17, 1991, in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book 446 at Page 196, as amended by First Amendment To Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc. dated August 20, 1992, and recorded August 24, 1992, in the office of the Clerk of Court for Georgetown County in Deed Book 484 at Page 29 ("Declaration"), to allow certain real property owned by Ricefields Associates, LLC ("RALLC") and more fully described as Parcel 2 in Exhibit "B" attached hereto to become subject to this Declaration, as amended, should Declarant and RALLC elect to bring any of the property described in Parcel 2 within the operation of the aforesaid Declaration as provided in Articles I and II thereof as hereby amended; and

WHEREAS, the Declarant reserved the right to amend the Declaration pursuant to Article IX, Section 6 thereof; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares and certifies that these Amendments to the Declaration of Covenants And Restrictions For Ricefields Property Owners Association, Inc. have been duly approved by the Declarant and shall be effective immediately upon recording in the office of the Clerk of Court for Georgetown County, South Carolina.

1. Whenever the phrase "Exhibit B" is used in the Declaration, it shall now and hereafter mean Exhibit "B" attached to this Second Amendment.
2. Article I - Definitions are amended by deleting Section 1 and inserting in lieu thereof the following:

Section 1. "Additional Property" or "Additional Properties" shall mean and refer to the real property described in Exhibit "B" attached hereto and all improvements thereon.

3. Article I - Definitions are amended by inserting in Section 9 "Common Properties" or "Common Areas" after the word "Declarant" wherever it appears in the following phrase: "in Parcel 1 and RALLC in Parcel 2"

4. Article I - Definitions are further amended by adding the following Sections:

Section 20. "Parcel 2" shall mean and refer to the real property described in Exhibit "B" attached hereto as Parcel 2.

Section 21. "Parcel 1" shall mean and refer to real property described in Exhibit "B" attached hereto, not described as Parcel 2.

Section 22. "Ricefields Associates, LLC" ("RALLC") shall mean and refer to the owner and developer of Parcel 2 described in Exhibit "B" attached hereto.

Section 23. "Additional Covenants and Restrictions for Parcel 2" shall mean any Covenants and Restrictions imposed on Parcel 2 property by RALLC in addition to this Declaration, as amended, and any supplementary Declaration submitting all or any portion of Parcel 2 property to the provisions hereof.

Section 24. "Neighborhood Area" shall consist of such lots that shall be designated as a neighborhood Area on any subdivision plat or plats or other recorded instrument referring to such plat or plats. The "Neighborhood Area" shall be comprised of the total number of lots, or combination thereof, within a subdivision or group of such subdivisions designated as a Neighborhood Area and shall exist only in Parcel 2.

Section 25. "Neighborhood Association" shall refer to a South Carolina non-profit corporation, its successors and assigns, formed for the purpose of holding title to Restricted Common Properties and for such other purposes and responsibilities as shall be provided for by RALLC, the membership of which shall consist of Parcel 2 lot owners within a Neighborhood Area. Said Neighborhood Association shall have the right to assess its members for such purposes as shall be set forth in the By-Laws of the Neighborhood Association or Additional Covenants and Restrictions for Parcel 2 Lots.

Section 26. "Restricted Common Properties" or "Restricted Common Areas" shall mean and refer to those parcels of land with any improvements thereon which now or hereafter are designated as Restricted Common Properties or Restricted Common Areas by RALLC, which may hereafter be deeded or leased to a neighborhood Association and designated in said deed or lease as "Restricted Common Properties" or "Restricted Common Areas". The term "Restricted Common Properties" shall also include any personal property acquired by the Neighborhood Association if said property is designated a "Restricted Common Property". RALLC reserves the right to convey "Restricted Common Properties" to a Neighborhood Association. Any conveyance shall be made subject to such restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. RALLC may add or substitute mortgages; provided, the Neighborhood Association does not have to assume payments or obligations of any mortgage on "Restricted Common Properties" conveyed to it.

5. Article II - Property is amended by adding the following Section:

Section 3. Additional Property Parcel 2. Notwithstanding other provisions of this Article and the Declaration, as amended, the Additional Property described in Exhibit "B" attached hereto as Parcel 2 shall not be brought within the operation of the Declaration, as amended, without the consent of the Declarant and RALLC. RALLC is not obligated to bring the Additional Property Parcel 2 within the operation of this Declaration; and if a portion of said parcel 2 is brought within the operation of this Declaration, there shall be no obligation to bring in the remaining portion or portions of said Parcel 2. RALLC shall have the right, in its sole discretion, to impose Additional Covenants and Restrictions on Parcel 2 property which may include, but not be limited to, the creation of a Neighborhood Association or Association to which RALLC may convey Restricted Common Properties located within Parcel 2 property with the Neighborhood Association having the right to assess the lot owners within the Neighborhood for such purposes as shall be set forth in the Additional Covenants and Restrictions and/or the By-Laws of the Neighborhood Association.

6. Article IV - Rights in the Common Properties/Easements are hereby amended by inserting in Section 2, 3 (Except in Subsection [e]), 4, 5, 6, 9 and 12 after the word "Declarant" wherever it appears in the following phrase: "in Parcel 1 and RALLC in Parcel 2"

7. Article IV - Rights in the Common Properties/Easements are further amended by adding the following Section 14:

Section 14. Easements for Additional Property Parcel 2. There is hereby reserved in RALLC, its successors, assigns and successors in title to all or any part of the Additional Property Parcel 2, for the benefit of and as an appurtenance to the Additional Property Parcel 2, even if subdivided into lots, and as a burden upon so much of the Subdivision as shall hereafter be submitted to the Declaration by RALLC out of Parcel 2, perpetual, nonexclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking facilities from time to time located on or within the Common Properties or within the streets, whether or not such streets have been designated as Common Properties; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation, drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) the Subdivision, provided, that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Provided, that if any part of the Additional Property Parcel 2 is developed without being submitted to the Declaration (unsubmitted lots) and streets within the part or parts of Additional Property Parcel 2 which have been submitted to the Declaration (submitted lots) are used for ingress and egress, pursuant to the easement reserved in this Section, the cost of maintenance and upkeep of the streets shall be shared by the property owners association for unsubmitted lots and the

WHEREAS, the Declarant reserved the right to amend the Declaration pursuant to Article IX, Section 6 thereof; NOW,

KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares and certifies that this Third Amendment to the Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc., has been duly approved by the Declarant and shall be effective immediately upon recording in the Office of the Clerk of Court for Georgetown County, South Carolina.

Article VII

Section 2 shall be deleted in its entirety and the following substituted therefore:

Section 2 Signs: No sign boards of any description shall be displayed upon or above any lot with the exception of signs "For Sale" or "For Rent", and these shall be of durable wooden construction, professional in appearance, approximately 8" X 8" in size, and limited to one sign per lot. Signs shall be placed on lots in a position of ten (10) feet from the front property line.

<p>STATE OF SOUTH CAROLINA))) COUNTY OF GEORGETOWN)</p>	<p>Fourth Amendment to Declaration of Covenants and Restrictions for Ricefields Property Owner's Association, Inc.</p>
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This Amendment to Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc. is made this 7th day of February, 1998, by Loblolly Partners, A South Carolina General Partnership, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant desires to amend the Declaration of Covenants and Restrictions for Ricefields Property Owners Association, Inc., dated October 15, 1991 and recorded October 17, 1991 in Deed Book 446 at page 196, to provide for an additional Director and to increase the capital contribution upon the sale of a lot from the developer; and

WHEREAS, the Declarant reserved the right to amend the Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares and certified that this Amendment has been duly approved by the Declarant and shall be effective immediately upon recording in the office of the Register of Deeds for Georgetown County, South Carolina.

ARTICLE IV, Section 6 of the Declaration of Covenants and Restriction for Ricefields Property Owners Association, Inc., dated October 15, 1991 and recorded October 17, 1991, in the office of the Clerk of Court for Georgetown County in Deed Book 446 at page 196, is hereby amended as follows:

Section 6 Association's Working Capital. After these covenants are recorded and upon conveyance of a lot by the Declarant, the Board of Directors shall assess each Owner the sum of One Hundred (\$100.00) Dollars for working capital. Such sums are separate and distinct from annual assessments and shall not be considered advance payments of such assessments, and shall only be due and payable upon the initial sale and conveyance of such lot by the Declarant. Each Owner's share of the working capital fund must be collected from such Owner upon his initial purchase of a Lot and must be transferred to the Association at the time of said closing of such lot purchase.

Under Exhibit C, Article VIII, Section 6 is hereby amended as follows:

Section 2. Number and Tender. The Board of Directors shall consist of four (4) members. The initial Board of Directors shall be appointed by the Declarant and shall hold office until the election of their successors as provided herein. Beginning with the first annual meeting of the Association, the Declarant shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of (3) years. The fourth director shall serve a term of four (4) years. At each annual meeting thereafter, the Members shall elect, upon majority vote, one (1) director for a term of three years. Each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office,

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

**Fifth Amendment to Declaration
of Covenants and Restrictions for Ricefields
Property Owners Association, Inc**

WHEREAS, Loblolly Partners, "Declarant", Ricefields Associates, LLC, "RALLC", Ricefields Property Owners Association, Inc., "Association" and a minimum of seventy-five (75%) percent of the property owners within Ricefields Development, "Property Owners" desire to amend the Declaration of Covenants And Restrictions For Ricefields property Owners Association, Inc. dated October 15, 1991, and recorded on October 17, 1991, in the office of the Register of Deeds for Georgetown County in Deed Book 446 at Page 196, as amended, "Declaration", to allow for a one-time special assessment for expenses generally covered by the Annual Assessment which Annual Assessment, pursuant to Article V Section 3 of the Declaration, is limited to no more than an increase of ten (10%) percent per annum; and

WHEREAS, such a one time special assessment requires an amendment to the Declaration. The Association has opted to proceed by obtaining the written approval of not less than seventy-five (75%) percent of the lot owners as provided in Article VIII section 7 of the Declaration; and

WHEREAS, the Declarant and RALLC are precluded from voting on the proposed amendment and any lots which they own will not be included in arriving at the percentage; and

WHEREAS, there 210 lots owned by property owners and the consent of 158 owners is required to pass the amendment;

NOW, THEREFORE, FOR AND IN CONSIDERATION of these presents, this Declaration is amended, notwithstanding any provisions of this Declaration to the contrary, by adding the following Article thereto:

**ARTICLE X
ONE-TIME SPECIAL ASSESSMENT**

Section 1. Special Assessment. In addition to the other assessments provided herein, a one-time special assessment of Six Hundred (\$600.00) Dollars is hereby levied against each lot covered by this Declaration.

Section 2. Due Date.

- (a) Lots owned other Than By Declarant or RALLC. The assessment hereby levied against these lots shall become due and payable as follows: Three Hundred (\$300.00) Dollars on June 1, 2000, and Three Hundred (\$300.00) Dollars on June 1, 2001.
- (b) Lots Owned By Declarant or RALLC. The assessment hereby levied against these lots shall be deferred until the sale of the lot or lots at which time Three Hundred (\$300.00) Dollars shall be due and payable on or prior to June 1, 2000, with the additional installment herein created due June 1, 2001. If the sale occurs after June 1, 2001, the entire Six Hundred (\$600.00) Dollars shall become due and payable; provided, however, the entire Six Hundred (\$600.00) Dollars special assessment shall become due and payable on any lots not sold by December 31, 2002.
- (c) Enforcement. The one time special assessment created by this Fifth Amendment shall constitute and create an obligation subject to ARTICLE V Section 1 of this Declaration.

**ARTICLE XI
CONVERSION OF MEMBERSHIP**

Section 1. Membership Conversion by Declarant and RALLC. Pursuant to ARTICLE III, Section 4, the Declarant and RALLC by the execution of this Fifth Amendment and upon it becoming a valid amendment to the Declaration agree to, during the year 2000, convert their memberships from a Class B Membership to a Class A Membership and within

ten (10) days of said conversion pay the Annual Assessment provided for in ARTICLE V Section 3 of this Declaration on all lots owned by them. Thereafter all lots owned by the Declarant and RALLC shall be subject to this Annual Assessment which shall be due and payable as provided for all lot owners.

WITNESS our hands and seals this 28th day of April, 2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

**CORRECTIVE SIXTH AMENDMENT
TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR RICEFIELDS PROPERTY
OWNERS ASSOCIATION**

WHEREAS, a Declaration of Covenants and Restrictions for Ricefields Property Owners' Association, Inc. was executed by Loblolly Partners on October 15, 1991 and was recorded on October 17, 1991 in Deed Book 446 at Page 196 in the records of Georgetown County, and has been amended from time to time; and

WHEREAS, at an Annual Members' Meeting held on March 2, 2002, after proper timely notice, the owners of not less than seventy-five percent of the Lots affirmatively voted in accordance with the procedure set forth in Article IX, Section 7, Amendments by Association, of the Declaration to amend Article V of the Declaration by the addition of a Section 4A as set forth herein below; and

WHEREAS, at a Special Members' Meeting held on October 12, 2002, after proper timely notice, the owners of not less than seventy-five percent of the Lots affirmatively voted in accordance with the procedure set forth in Article IX, Section 7, Amendments by Association, of the Declaration to amend Article V, Section 3 of the Declaration as set forth herein below;

NOW, THEREFORE, know all men by these presents, that the Declaration of Covenants and Restrictions for Ricefields Property Owners' Association shall be amended as follows:

Article V Covenant for Assessments is amended as follows: Article V is amended by the addition of the following Section 4A.

Section 4A. Emergency Assessments. The Association may levy an emergency assessment for emergency situations (defined below) in order to restore, replace, or remove any conditions that may threaten the safety of Ricefields residents, or deprive them of the use of common areas. The amount of the assessment will not exceed the actual costs of the project. Any monies above the actual costs, or received from insurance settlements, will be proportionally credited back to each member. For the purposes of this section, "emergency" shall mean:

- (1) a condition directly attributable to a named storm or weather condition deemed extraordinary by the U.S. Weather Service (e.g. tornado);
- (2) damage to common properties caused by a water main break;

The assessment will be payable within 90 days of its approval by the Association.

Article V Covenant for Assessments

Section 3. Annual Assessments shall be amended by the addition of the following sentence at the end of the first paragraph of Section 3: "The Association may, however, exceed the ten per cent limit in the year 2003 and raise the annual assessment to the amount of \$400.00 per lot."

The Declaration of Covenants and Restrictions for Ricefields Property Owners' Association shall remain unchanged and in full force and effect in all other respects.

