

- (f) “Lot” shall mean and refer to any lot of land, including any lot with an improved structure located thereon, shown on the subdivision Plats of the Property referred to in Article II hereof, said lots being designated as Lots 1-7 and 9-30, Block A; Lots 1-19, Block B; Lots 1-10, Block C; Lots 1-20, Block D; and Lots 1-26, Block E, MacLaura Hall Subdivision. All Lots within the Property shall be used for residential purposes only.
- (g) “Member” shall mean and refer to all those Owners who are members of the Association as provided in Article III hereof.
- (h) “Of Record” shall mean recorded in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina.
- (i) “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities are holding the fee simple title, of any Lot but excluding any person having such interest merely as security for the performance of an obligation.
- (j) “Plat” or “Plats” shall mean and refer to the following plats:
 - 1. Plat of MacLaura Hall Subdivision, Lots 1—7 and 9—30, Block A, dated December 1, 1986, prepared by Forsberg Engineering & Surveying, Inc., recorded in the R.M.C. Office for Charleston County in Plat Book BL, Page 178.
 - 2. Plat of MacLaura Hall Subdivision, Lots 1—19, Block B, and Lots 1-10, Block C, dated December 1, 1986 prepared by Forsberg Engineering & Surveying, Inc. , recorded in the R.M.C. Office for Charleston County in Plat Book BL, Page 179.
 - 3. Plat of MacLaura Hall Subdivision, Lots 1-20, Block D, dated December 1, 1986, prepared by Forsberg Engineering & Surveying, Inc., recorded in the R.M.C. Office for Charleston County in Plat Book BL, Page 180.
 - 4. Plat of MacLaura Hall Subdivision, Lots 1-26, Block E, dated December 1, 1986, prepared by Forsberg Engineering & Surveying, Inc., recorded in the R.M.C. Office for Charleston County -in Book BL, Page 181.
- (k) “Property” shall mean and refer to all property described in Article II which is subject to this Declaration.
- (l) “Referendum” shall mean and refer to the power of all or some specific portion of the Members to vote by mail ballots on certain actions by the Board of Directors

of the Association more particularly set forth herein including the levy of any special assessment and the addition or deletion of functions or services which the Association is authorized to perform.

- (m) “Residence” shall mean and refer to the building located upon a Lot designated and intended for use and occupancy as a residence by a single family.
- (n) “Use or Used for Residential Purposes” shall mean to be used as one’s residence and all Lots shall be used for residential purposes only and shall not include any use for business purposes; no structure shall be erected, placed, altered or permitted to remain on any lot other than one (1) single family dwelling, and any accessory structures customarily incident to the residential use of such lots as may be permitted by this Declaration.

ARTICLE II

Section 1. **The Property.** The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied, subject to this Declaration, is located in Charleston County, South Carolina, and is more particularly described as follows:

Lots 1-7 and 9—30, Block A; Lots 1-19, Block B; Lots 1-10, Block C; Lots 1-20, Block D; and Lots 1-26, Block E, MacLaura Hall Subdivision, as more particularly shown on the Plats thereof dated December 1, 1986, and recorded in the R.M.C. Office for Charleston County in Plat Book BL, Page 178; Plat Book BL, Page 179; Plat Book BL, Page 180; and Plat Book BL, Page 181.

Together with all Common Properties more fully designated and described on the above referenced Plats referred to in Article I above, and any Common Properties hereafter conveyed to the Association.

ARTICLE III

Membership and Voting Rights in the Association

Section 1 **The Association.** The Declarant has caused or will cause to be incorporated under the laws of the State of South Carolina a non-profit corporation known as MacLaura Hall Property Owners Association, Inc. (hereinafter referred to as the “Association”) for the purpose of providing a vehicle for the orderly development and preservation of values and amenities of MacLaura Hall, as more particularly set forth herein and as set forth in the Association Bylaws attached hereto; to maintain the open spaces, lakes, ponds, lagoons, dikes, green areas and certain other Common Properties; and to engage in such other activities as may be to the mutual benefit of the property owners.

Section 2. **Membership.** Each Owner, including the Declarant, shall be a member of the Association, provided, however, that in the case of multiple ownership of any residential lot, there shall be a maximum of one (1) Member.

Section 3. Voting Rights. All Members of the Association, including the Declarant, shall be entitled to one (1) vote for each Lot, whether improved or unimproved, owned by such Member. When any property entitling the owner thereof to membership in the Association is owned of record in the name of a corporation, trust, partnership or two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by such Voting Member.

Section 4. Board of Directors. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors which shall consist of five (5) members, as more particularly set forth in the Bylaws of the Association. The initial Board of Directors need not be members of the Association and shall be appointed by the Declarant. Thereafter, at least three (3) members of the Board shall be members of the Association. At the inception of the Association, the Board shall consist of the members named in the Associations Articles of Incorporation, appointed by the Declarant.

Section 5. Power of Referendum. Where specifically provided for herein, the Members shall have the power to approve or reject certain actions proposed to be taken by the Association by referendum, including the levy by the Association of any special assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event a majority of the votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to “pass” and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to “pass” shall be specifically expressed herein, the higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a referendum without complying with the provisions therefor. In the event of a dispute as to whether a referendum is required, the following action may be taken: Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a referendum, a petition signed by not less than twenty-five (25%) percent of the total membership of the Association may be filed with the Secretary of the Association requesting that any such action either be repealed or submitted to a vote of the Members.

Section 6. Quorum. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from a referendum) shall be as follows: The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise

provided, any reference herein to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements established by this Article and any other requirements for such “duly called meeting” which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the Amendment of this Declaration and the quorum requirement established by Article VIII shall govern in that instance. For the purpose of this Section, “proper notice” shall be deemed to be given when given each member not less than fifteen (15) days nor more than fifty (50) days prior to the date of the meeting at which any proposed action is to be considered. Unless otherwise provided herein, a majority of the votes cast at a duly called meeting of the Association shall be the vote required to adopt and make decisions.

Section 7. Proxies. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be permitted for any action which is subject to a referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association Members.

ARTICLE IV

Property Rights in Various Common Properties

Section 1. Members Easements of Enjoyment in Common Properties. 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 Common Properties described herein, and such easement shall be appurtenant to and shall pass with the title of every Lot. A property owners spouse and children who reside with such Owner shall have the same easement of enjoyment under this Section.

Section 2. Title to Common Properties. Declarant covenants for itself, its successors and assigns, that it shall convey to the Association, at no cost to the Association, by Deed or lease of ninety-nine (99) years, those parcels of land designated in Section 4 of this Article at any time it so elects but in any event not later than December 31, 1991; provided, however, that the Declarant, its successors and assigns, shall have the right, but not the duty, to convey the adjoining marshland and the buffer between the MacLaura Hall Development and Highway 61 to the National Trust for Historic preservation or other similar nonprofit land conservation organization or to the City of Charleston, in which case such properties will be conveyed subject to a restrictive covenant or covenants prohibiting the development of such property, or to grant a Conservation Easement over same. Furthermore, Declarant shall have the right and option to revise the above described Plat of Lots 1-7 and 9-30, Block A, to designate the area containing 0.347 acres located between Lots 7 and 9, Block A, as a residential Lot, to be known as Lot 8, Block A, and to sell same subject to all covenants, conditions, restrictions and easements contained in this Declaration and appended By-Laws, provided Declarant obtains all necessary governmental approvals for same, including, but not limited to, approval of the U.S. Army Corps of Engineers. All parcels of land conveyed to the Association shall be subject to (1) all restrictive covenants and easements of record at the time of conveyance; (2) all existing mortgages; and (3) a reservation by the Declarant of the right to substitute or add new mortgages thereon, provided,

however, that in no event shall the Association be obligated to assume the payment of principal and interest on any such mortgages.

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

- (a) The right of the Association, in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein and in aid thereof to mortgage said properties.
- (b) The right of the Association to assume and pay any liens or encumbrances against the purchased Common Properties at the time of conveyance.
- (c) The right of the Declarant, its successors and assigns, or the Association by its Board of Directors, to dedicate or transfer to any public or private utility, utility easements on any part of the open space and Common Properties.
- (d) The right of the Association to give or sell all or any part of the Common Properties owned by the Association to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast, at a duly called meeting of the Association, subject to the most stringent quorum requirement established herein, and unless written notice of the meeting and of the proposed agreement and action thereof is sent to every Member at least fifteen (15) days prior to such meeting. A true copy of such Resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the open space or common properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.
- (e) The right and easement of enjoyment of the Common Properties shall be limited to the member and his or her spouse and children permanently residing with the Member.

Section 4. Common Property. Subject to the qualifications stated hereinabove and hereinbelow, there may be conveyed to the Association without charge by the Declarant the open spaces and common properties described herein below, which conveyances shall be subject to all the restrictions and limitations of the various Articles of this Declaration and any other restrictions and limitations of record:

- (a) All designated common property, open space areas, green areas and dikes as shown on the Plats prepared by Forsberg Engineering dated December 1, 1986 and recorded in the R.M.C. Office for Charleston County as aforesaid.
- (b) All lakes, ponds, lagoons and other water courses shown on the aforesaid Plats.
- (c) One Hundred (100') foot buffer shown on the aforesaid Plats.
- (d) The adjoining marsh below the mean high water mark adjacent to Lots fronting thereon and areas between lot lines and adjoining ponds, lagoons and water courses.

Notwithstanding anything contained herein to the contrary, the Declarant, its successors and assigns, shall not be obligated to convey to the Association the above described marshes nor shall the Declarant, its successors and assigns, be obligated to convey to the Association the buffer area between the MacLaura Hall lots and S. C. Highway 61. The Declarant, in Declarant's sole judgment and discretion, its successors or assigns, may elect to convey such buffer and/or marsh to the National Trust for Historic Preservation or other similar nonprofit land conservation organization, or to the City of Charleston, or to grant a Conservation Easement upon such buffer and/or marsh to the National Trust for Historic preservation or other similar nonprofit land conservation organizations or to the City of Charleston.

ARTICLE V

Covenants for Assessment

Section 1. **Obligation to Pay Assessments and Lien Therefor.** Each Owner, whether or not it shall be so expressed in any deed or other conveyance, agrees to all terms and provisions of this Declaration and to pay to the Association (1) annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection therefor as hereinafter provided shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In case of co—ownership of a residential lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. **Purpose of Assessments.** The annual assessments levied hereunder shall be used exclusively for the improvement, maintenance, management, and enhancement of the open spaces and Common Properties within MacLaura Hall, whether or not such open space and Common Properties have been conveyed to the Association, and for the improvements maintenance, enhancement, enlargement and operation of any paths, drainage systems, vegetation control, insect control and/or amenities within MacLaura Hall, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may

expend funds derived from assessments to make payments of taxes and insurance on any open space or Common Properties, maintain and repair the Common Properties, make improvements on open space or common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, legal costs and member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its authorized functions. 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. Amount of Assessment. The initial annual assessment in the amount of One Hundred Twenty-Five and no/100 (\$125.00) dollars for each improved and each unimproved Lot shall be levied by the Association only after the following have occurred: (1) filing of record of a plat showing such residential Lot and (2) the conveyance of a Lot by the Declarant to a purchaser.

From and after January 1, 1988, the annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) percent per year, or the percentage increase between the first month and the last month of an annual assessment in the Consumer Price Index, U.S. City Average, all items (1967-100)(hereinafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever these two (2) percentage figures is larger. Subject to the quorum requirements of this Declaration, the members may vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the annual assessment. In the event that the C.P.I. referred to above shall be discontinued, then 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.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 1 hereof, the Association may levy special assessments for any purpose for which the annual assessments may be utilized provided that such assessments shall have received the assent of a majority of the votes cast at a duly called meeting of the Association or a majority of the votes of the Members responding to a mail referendum within thirty (30) days of mailing, with such mail referendum to include a statement prepared by the Board of Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Board of Directors dissenting from such assessment, provided, further however, that neither of such statements may exceed a maximum length of five (5) pages on each proposed special assessment. This provision shall be interpreted to mean that the Association may make, in any one (1) year, an annual assessment plus an additional special assessment.

Section 5. Date of Commencement and Proration of Annual Assessments. The first annual assessment shall be made for the calendar year and shall become due and payable upon conveyance of the Lot by the Declarant to a purchaser. The Board of Directors of the Association shall have the power to change the date upon which annual payment of annual assessments shall be due, i.e., lump sum, monthly assessments, quarterly assessments, etc. provided, however, that the annual assessments shall be due and payable at least annually.

Section 6. Duties of the Board of Directors. The Declarant initially, and thereafter the Board of Directors of the Association, shall fix the amount of the annual assessment against each Lot and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Owner. Written notice of assessments shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid. The Board of Directors shall also have such powers and duties as may be more fully described in the By-Laws of the Association.

Section 7. Effect of Nonpayment of Assessment; Personal Obligation of the Property Owner; Lien for Assessment; Remedies of the Association. If the assessment is not paid within thirty (30) days of the levying of same, then such assessment shall become delinquent and shall, together with interest thereon at the rate of twelve (12%) percent per annum from the due date and the cost of collection (including reasonable attorney's fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner of such Lot personally or may foreclose its lien, and there shall be added to the amount of such assessment the costs of collection, including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments; provided, however, that such subordination shall only apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve the property from liability for any assessment accruing after conveyance by mortgagee to a subsequent owner, provided, however, that the mortgagee shall not be liable for assessments until it has held title to the Lot for more than six (6) months.

Section 9. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- (a) The grantees in conveyances made for the purposes of granting utility easements.
- (b) Owners of all open space and Common Properties.
- (c) All lands below the mean high water mark.
- (d) Unsubdivided land and/or undeveloped Lots owned by the Declarant.

Section 10. Annual Statement. The President, Treasurer or such other officer as may have custody of the funds of the Association shall annually within ninety (90) days after the close of the fiscal year of the Association prepare and execute under oath a general and itemized statement showing the actual assets and liabilities of the Association at the close of each fiscal year, and statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association to whom the Association owes more than One Thousand (\$1,000) Dollars. Such officer shall furnish each Member of the Association who may make request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 11. Annual Budget. The Board of Directors shall prepare and make available to all members at least thirty (30) days prior to the annual meeting, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all members at all reasonable times.

Section 12. Due Date of Assessments. With the exception of the initial assessment on each Lot which shall be due and payable upon transfer of such residential lot from the Declarant to the Purchaser thereof, all assessments shall be due and payable thirty (30) days after bills therefor have been mailed by the Association or its designated representative.

Section 13. Working Capital. In addition to any other assessments described herein, there shall be levied against each Lot, to be due and owing at the time of the conveyance of such Lot by Declarant to a purchaser, a one time working capital assessment of Fifty (\$50.00) Dollars per Lot for the use and benefit of the Association. The purpose of such working capital fund is to ensure that the Association will have cash available to meet unforeseen expenditures.

ARTICLE VI

Functions of Association

Section 1. Ownership and Maintenance of Common Properties and Open Space. The Association shall be authorized to own and maintain the Common Properties within the MacLaura Hall Development as described herein, including the adjoining marsh below the mean high water mark.

Section 2. Services. The Association shall be authorized but not required to provide the following services:

- (a) cleanup, maintenance, landscaping of all open spaces, lagoons, lakes, open spaces and dikes within the Property or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole.
- (b) police and fire protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in apprehension and prosecution of persons

who violate the laws of the State of South Carolina within the Property.

- (c) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local governments.
- (d) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property.
- (e) to set up and operate the Architectural Review Board as provided herein.
- (f) to construct improvements on open spaces and Common Properties.
- (g) to provide administrative services including, but not limited to, legal, accounting and financial, communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above listed services.
- (h) to provide liability and hazard insurance covering improvements and activities on the Common Properties, independently or in collaboration with the Declarant.
- (i) to provide directors and officers liability insurance for the Association and its duly elected Directors and Officers.
- (j) to maintain all lakes and lagoons located within the Property, including the stocking of such lakes and lagoons if approved by the Board of Directors.
- (k) landscaping of roads and streets, sidewalks and walking paths within the Property and any Common Properties located therein including, but not limited to, the landscaping and maintenance of the entrance to MacLaura Hall.
- (l) to maintain the entrance signage, if any, and to pay utility costs for the illumination of same.
- (m) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property.
- (n) to procure legal and accounting services as necessary or desirable in the judgment of the Board of Directors of the Association.
- (o) 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 this Declaration.

Section 3. Obligation of the Association. The Association shall not be obligated to carry out

or offer any of the functions and services specified or implied in this Declaration. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the members of the Association. The functions and services which the Association is authorized to provide may be added or reduced at any time upon the affirmative vote of a majority of those voting in a referendum conducted by the Board of Directors under the same procedures as set forth herein for a special assessment.

Section 4. Mortgage and Pledge. 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 only in performing its authorized functions.

ARTICLE VII

General Covenants and Restrictions

Section 1. Purpose. The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a high quality residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself, which provides certain open spaces and Common Properties which enhance the beauty and desirability of MacLaura Hall, and further provides for the ownership, operation and maintenance of certain Common Properties and open spaces by the Association.

Section 2. Single Family Residential Use. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one (1) single family dwelling, and any accessory structures customarily incident to the residential use of such lots, including a detached garage provided, however, that the use of such accessory building does not overcrowd the site. All structures hereafter erected, placed or altered on Lots shall be subject to architectural review and approval as hereinafter provided.

Section 3. Architectural and Design Review. In order to preserve the natural beauty of MacLaura Hall and its setting, to create a high quality single family residential community, to maintain MacLaura Hall as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, no building, home, fence, structure, wall, drive or other improvements shall be erected, placed or altered on any Lot until the proposed building plans, site plans, tree survey, landscaping plans, specifications, exterior color and finish, plot plan (showing the proposed location of such building or structure, drive and parking areas), and construction schedule shall have been approved in writing as hereinafter provided.

(A). Objectives. Architectural and design review shall be directed towards attaining the following objectives for MacLaura Hall:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which would cause disruption of natural water courses or scar natural landforms.
 - (2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of MacLaura Hall and with surrounding Lots and structures.
 - (3) ensuring that the architectural design of structures and their materials and colors are visually harmonious with MacLaura Hall's overall appearance, history and cultural heritage, with the surrounding development, with natural land forms and native vegetation.
 - (4) ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape.
 - (5) ensuring that any structure, building or landscaping complies with the provisions of these covenants.
- (B) Architectural Review Board. The MacLaura Hall POA Board of Directors shall appoint an Architectural Review Board (hereinafter sometimes referred to as "ARB") which shall consist of not less than three (3) nor more than five (5) members. The regular term of office for each member elected by the Board of Directors of the Association shall be one (1) year, coinciding with the fiscal year of the Association. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member elected by the Board of Directors of the Association shall be removed in accordance with the Bylaws of the Association.
- (C) Meetings of the Architectural Review Board. The ARB shall select its own Chairperson and he or she, or in their absence, the Vice Chairperson, shall be the presiding officer. All meetings shall be held at least once in each calendar month or upon call of the Chairperson. A majority of the Members of the ARB shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the ARB shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure and said rules shall be filed with the Association and maintained in the records of the Association. The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers and/or attorneys to advise and assist the ARB in performing the design review functions herein described.
- (D). Review of Plans for Structures, Additions, Alterations or Changes to Structures and for Landscaping. No building, structure, wall, fence, deck, swimming pool, roof, solar panel system, solar shingles (or the like), exterior light or other structure or improvement of any kind, and no change in topography, landscaping or any other item shall be commenced or erected upon any Lot or upon the Common Properties or open spaces, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or exterior change therein be

made until the proposed building plans, specifications (including the height, materials and exterior finish and colors), plot plan, tree survey, landscaping plan and construction schedule shall have been submitted to and approved by the ARB.

- (E). Submission of Plans. All plans and related data for structures proposed to be built or modified by addition or exterior alteration shall be submitted to the Architectural Review Board. Two (2) copies of blue prints and other plans or data that are not submitted electronically are required. For proposals involving installation of solar panels (or other energy generation devices), fences, walls, landscaping (including tree removal and outdoor lighting), swimming pools, deck additions, outdoor spas, sea walls or erosion control barriers, all plans and related materials can be submitted either as hard copy or by digital files (e.g., Portable Document Format (pdf file), JPEG, TIFF or similar format) with confirmation of correct format being conveyed by the ARB Chair to the Applicant. At the discretion of the ARB Chair, samples and specifications of building, roofing, fencing and hardscape materials and/or paint colors may be submitted as digital files of the material/paint manufacturer(s). The ARB shall be the sole arbiter of all plans and specifications submitted to the ARB and it may withhold approval for any reason, including purely aesthetic considerations. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, the applicant will submit a completed ARB application form and complete sets of all plans and related data, as stipulated above, and include such content as specified by the ARB. Following consideration of the complete application by the ARB, the Chair or Vice Chair (or appointed ARB member) will send a letter to the property owner indicating that the application as submitted is “approved”, “conditionally approved”, or “disapproved”. Upon giving approval, construction shall be started and carried to completion promptly and in strict conformity with such approved plans. If necessary, the ARB shall establish a fee sufficient to cover the expenses of reviewing plans and related matter at the time they are submitted for review and to compensate any consulting architect, landscape architect, urban designer or attorneys. Approvals shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related matter shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the ARB of a written request for approval, the provisions of this Section shall be thereby waived. The ARB may refuse approval of plans, location or specifications upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious. Following completion of construction, the ARB may require documentation that such construction was performed in accordance with the approved plans and specifications.
- (F). Approval shall not Represent a Guaranty or Warranty. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed

residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARB and the Association harmless for any failure thereof caused by the Owner's architect or builder.

Section 4. Siting; Setback Requirements. To ensure that buildings and other structures will be located so that the maximum privacy, view and breeze will be available to each building or structure, including those built or to be built on adjoining or other Lots, and that structures will be located with regard to topography and configuration of each Lot, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Architectural Review Board reserves unto itself, its successors and assigns, the right to control and to decide solely, so long as its decisions are not arbitrary or capricious, the precise site and location of any building, residence or structures on any property in MacLaura Hall. Notwithstanding the foregoing, no structure shall be erected or allowed to remain on any of the Lots in MacLaura Hall nearer than fifteen (15) feet to any side lot line. No structure shall be erected or allowed to remain on any of the Lots nearer than twenty five (25') feet to any street, lagoon, lake or rear lot line. The Architectural Review Board shall have the authority to waive the specific setback requirements herein and special consideration shall be given to any request for approval wherein the literal enforcement of such setback requirements would create a hardship or would be contrary to the objectives of architectural and design review because of the particular configuration of the Lot involved.

The location of a structure shall be determined only after reasonable opportunity is afforded a property owner to recommend a specific site. For purposes of this Section, a structure or part of a structure shall include the buildings, overhanging eaves, steps, porches, decks, garages and any other extension of a building beyond its foundation line.

Section 5. 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 dwelling 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 material from the Lot. The landscaping plan for all Lots must 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 6. Architecturally Designed Structures. All buildings, structures and residences constructed, remodeled or altered within MacLaura Hall shall be designed by a properly licensed architect and all plans and specifications submitted to the ARB for approval as hereinabove provided shall be signed by a licensed architect.

Section 7. Enclosed Dwelling Area Requirements. No residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with the minimum enclosed dwelling area set forth below. The term "enclosed dwelling area" as used herein shall mean total enclosed heated area within a dwelling unit provided, however, that such term does not include garage, terraces, decks, open porches, attics, finished rooms over garages and like area. In order to gain approval for construction of any residence, the same shall include at least a double car garage, with door or doors. All plans submitted to the Architectural Review Board for approval shall include, among other things, the enclosed dwelling area for such residence and no such plans shall be approved unless such plans reflect the minimum required square footage of the enclosed dwelling area. The minimum enclosed dwelling area for all Lots shall be two thousand (2,000) square feet.

Section 8. Service Yards. Each Owner shall provide a visually screened area to serve as a service area in which garbage and recycling receptacles, fuel tanks or similar storage receptacles, electric/gas meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the streets in MacLaura Hall or adjacent lots.

Section 9. Disposition of Trash and Other Debris. Trash, garbage, recycling, or other waste shall be kept only in sanitary, covered containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot. Such closed sanitary trash containers shall always be stored in such manner that they cannot be seen from the street. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any property except for the normal and customary use of outdoor fire pits and fireplaces within homes. No trash, leaves, grass, wood or other debris or litter shall be dumped or discharged into the lakes, lagoons, marshlands or common properties of MacLaura Hall.

No lumber, metals, bulk materials, refuse, trash or yard debris shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed twelve (12) months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view in a manner approved from the Architectural Review Board. During the course of construction, Lots are to be kept free of unsightly accumulation of rubbish and scrap materials.

Section 10. Parking Spaces. Each Owner subject to these Covenants shall provide off street parking space for at least two (2) automobiles prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the ARB.

Section 11. On-Street Parking. No owned vehicles shall be parked or left on any street or on any property in MacLaura Hall other than on a driveway, paved surface or within a garage. On street parking is prohibited except to provide temporary access for deliveries, maintenance, repairs or renovations. Overnight guests should park on the driveway if at all feasible. Garage doors should remain closed except when vehicles or persons are entering and exiting or garage is

being actively used.

Section 12. Parking of Trucks, Boats and other Vehicles. The parking of trucks_(other than standard sized pick-up trucks), buses, trailers, recreational and commercial vehicles, camping trailers, motor homes, boats, boat trailers, equipment and similar vehicles is prohibited. These vehicles of Owners shall be permitted only so long as they are garaged at all times except to prepare them for use or storage and not to exceed 24 hours. These vehicles of guests of MacLaura Hall residents are allowed for a period of 72 hours as long as the vehicle is within the driveway.

Section 13. Vehicle Maintenance. Vehicle maintenance is permitted on owner vehicles during daylight hours and only on driveways. There shall be no vehicle maintenance materials nor any disassembled vehicles left overnight. It is prohibited to perform vehicle maintenance on vehicles not owned by the property owner or immediate family. Temporarily disabled or unlicensed vehicles must be sheltered in garages out of view.

Section 14. Signs. One “for sale” sign no larger than 24” by 36” is permitted. Signs for legal proceedings or construction purposes are permitted. Signs for open houses, yard and garage sales are permitted for 72 hours prior to the event. Signage for neighborhood events is at the discretion of the Board of Directors. All signs must be free standing and not attached to any street sign posts or trees.

Section 15. Flags, Decorations and Ornaments. USA Flags and seasonal flags no larger than 3ft by 5ft, reasonably sized lawn decorations and ornaments are permitted. Holiday decorations and ornaments are permitted provided that they are removed after the holiday in a reasonable amount of time.

Section 16. Other Structures and Vehicles. No mobile home, trailer, tent, POD or other similar out building or structure shall be placed permanently on any Lot at any time. PODs are permitted on driveways for a period not to exceed two weeks. PODs may be permitted for a longer period with the Board of Directors approval. The occasional use of recreational, camping or event tents is permitted for a period of 72 consecutive hours.

Section 17. Fences. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a lot. If a property resides on a lake, lagoon or marsh, fences cannot be erected directly on property lines, but must allow a 4ft. area on lot sides and a 15ft. area on the lake, lagoon or marsh to allow access. Open, picket fences are required on any property abutting a lake, lagoon or marsh and shall not exceed 4 ½ ft. Other fences shall not exceed 6ft in height and the portion of the fence facing the street shall be of an ornamental nature consisting of wood, brick or other permitted material. Chain link, palisade and wire fences are not allowed. All fences must be approved prior to construction by the Architectural Review Board.

Section 18. Unightly Conditions. It shall be the responsibility of each Owner to prevent the accumulation of litter, trash, or rubbish or the development of any unclean, unsightly or un-kept condition of buildings or grounds on the property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of MacLaura Hall

as a whole or the specific area.

Section 19. Lights. All exterior lighting and landscaping fixtures shall not be located, directed or of such intensity to adversely affect the night time environment of any adjacent property.

Section 20. Animals. No animals, rodents, birds, fish, livestock, or poultry of any kind shall be raised, bred, kept, maintained or pastured on any property, with the exception that household pets such as domestic dogs, cats, fish and caged birds may be kept as household pets provided they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in these Covenants, unreasonable quantities shall be deemed to limit the total number of dogs, cats and birds to four (4) per property. All dogs must be secured by a leash or lead or under the control of a responsible person and obedient to that person's command at any time they are permitted outside any structure or fenced area. Permitted household pets shall not constitute a nuisance or cause unsanitary conditions. Frequent, prolonged barking or howling that is audible in another residence shall be considered a nuisance. No pet excrement shall be left on another Owner's property or any Common Property. Each person bringing or keeping a pet upon any property shall be absolutely liable to each and all other owners, their family members, invitees, lessees, renters and contract purchasers and their respective family members, guests or invitees for any damage to persons or property caused by such pet.

Section 21. Repairs and Hazards. Any building or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 22. Noise and Offensive Activity. Owners, guests and other persons shall exercise extreme care to avoid excessive noise from musical instruments, radios, televisions, music players of all types, vehicles, equipment, etc. that may disturb residents. Owners, guests and other persons shall not create or permit excessive smoke or offensive odors. No noxious, offensive or illegal activity shall be carried on upon any Owner property, Common Properties, open space or any place within MacLaura Hall, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the MacLaura Hall community by Owners, guests or other persons.

Section 23. Changing Elevations and Wells. No elevation changes shall be permitted which materially affect the surface grade of surrounding lots. No individual water supply system shall be permitted so long as the City of Charleston or other governmental entity has installed a water distribution line within one hundred (100') feet of such Lot with average daily water pressure in such line adequate for the normal household use in dwellings served by such distribution lines.

Section 24. Maintenance Required by Owner. Each Owner shall keep all property, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding six (6") inches at anytime. All tree stumps must be cut to 6" or

less. This maintenance requirement includes any easement associated with the property.

Section 25. Outside Drying. No clothing or other household fabrics shall be hung in the open on any Owner property.

Section 26. Tree Removal. No trees or bushes of any kind having a diameter of eight (8") inches or more (measured from a point four and one half (4 ½') feet above the ground level) shall be removed from any lot without the express written authorization of the Architectural Review Board. The ARB shall further have the authority to require any person removing a tree in violation of this clause to replace same at such person's cost. The Architectural Review Board reserves the right to have specimen trees preserved and to have site planning to provide for their preservation. A tree survey shall be submitted to the ARB, along with any other documents required by the ARB, prior to the commencement of any work on any Lot.

Section 27. Antennas. The following antennas are allowed to be installed on a Residence in accordance with FCC Guidelines:

- (1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
- (2) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
- (3) An antenna that is designed to receive local television broadcast signals.

The antenna should be installed such that it is not visible from the street. All other external antennas are prohibited.

Section 28. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of or any other exploitation of subsurface natural resources.

Section 29. Air and Water Pollution. No use of any lot (other than for normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or which discharges liquid or solid waste or other harmful matter in excess of environmental standards applicable thereto, or standards to be established by the Architectural Review Board, which standards at a minimum meet requirements of Federal and State law and any regulations there under applicable to the Property. No waste or any substance or materials of any kind shall be discharged into the lakes, lagoons and adjoining marshlands of MacLaura Hall or adjacent thereto. No person shall dump any garbage or trash or other refuse into any of the lakes and lagoons or Common Properties and open space, including marshland, of MacLaura Hall.

Section 30. Time Sharing Prohibition. No dwelling or other structure shall be used for or subject to any type of vacation time sharing plan as defined by the Code of Laws of South Carolina, 1976, as amended.

Section 31. South Carolina DHEC Office of Ocean and Coastal Resource Management Jurisdiction. Notice is hereby given of the restriction that as to any portion of any Lot which may contain submerged land or other critical areas, all activities on or over and all uses of such land or other critical areas are subject to the jurisdiction of the South Carolina DHEC Office of Ocean and Coastal Resource Management. Any Owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters or other critical areas.

Section 32. Uniform Mail Boxes. All mail boxes located within MacLaura Hall shall be uniform and shall be approved by the Architectural Review Board. Owners are required to maintain the mailbox and post in good order and repair.

Section 33. Modular or Prefab Buildings. No modular or prefab building shall be permitted to be constructed upon any Lot within MacLaura Hall.

Section 34. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits may not include the raising of crops intended for marketing or sale to others. No garden may exceed one hundred (100') square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the front corners of any house on any Lot.

Section 35. Lakes and Lagoons. The lakes and lagoons within MacLaura Hall are not designed for swimming or bathing purposes and the same is prohibited. No docks, landings or other structures may be located in or adjacent to any lake or lagoon without the prior written consent and approval of the Architectural Review Board. Boats of sixteen (16') feet or less in length are permitted within the lake provided the same contain no electric, internal combustion or steam engines. Manually propelled boats, i.e., oars, paddles, skulling or sailing shall be permitted subject to the limitations hereof. Fishing shall be permitted within the lakes so long as all regulations of the South Carolina Wildlife and Marine Resources Department, as the same may be changed from time to time, are strictly observed. No water may be withdrawn from any lake on the Property for any reason. All Owners adjacent to the lakes and lagoons shall be prohibited from using insecticides, pesticides, herbicides and other hazardous materials within twenty-five (25') feet of such lakes or lagoons.

Section 36. Easements. In addition to those easements shown on the Plats of the Property described hereinabove, and not as any limitation thereof, a perpetual, alienable and transferable right and easement on each Lot is hereby reserved by the Declarant for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the front and rear property lines of each Lot and along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with each side lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each Lot. 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 material 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. To the extent possible, all utility lines and facilities serving the Property 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 Property 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.

Section 37. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Association or their successors and assigns to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any Lot which is located adjacent to the water's edge of any lake, lagoon, pond or other body of water within MacLaura Hall or adjacent to any dike or green area within MacLaura Hall for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such dikes, lakes, lagoons and ponds, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 38. Street Lighting. The cost of street lighting is included in the annual MacLaura Hall POA assessment.

Section 39. Subdivision of Lots. No Lot or Lots may be subdivided except where the effect is to increase the size of the adjoining Lot or Lots. In such cases, the Association Board may alter the building or set-back lines and utility easements to conform. Should the Owner or Owners of any Lots and/or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Association Board is first obtained. In such instance, the adjoining Lot Owners, or other Owners in MacLaura Hall, shall not have the right to pass on or interfere with such Lot rearrangement.

Section 40. Replatting of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided.

Section 41. Buffer Areas. No structure of any nature shall be erected or placed in any area within MacLaura Hall which is designated "Buffer" or "Buffer Area(s)" on the recorded Plats, with the exception of utility easements, pipes and lines which are reasonably necessary to the use

and enjoyment of the Lots, and with the further exception of entrance signage. No Lot Owner or his family, guests, agents or employees shall disturb the natural buffer zone in any manner except as provided herein.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and inure to the benefit of and be enforceable by the Association, the Declarant, or any Owner, their respective legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods, provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty-five (25) year period or the last year of any ten (10) year renewal or extension period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall, execute a certificate which shall set forth the Resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration and the total number of votes cast for and against such resolution. Said certificate shall be recorded in the R.M.C. Office for Charleston County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The Declarant specifically reserves to itself, its successors and assigns, the right to amend this Declaration, or any portion thereof, from the date hereof until December 31, 1991, so long as the voting power of existing members is not diluted thereby, nor the amounts of assessments of such existing members raised or changed in any manner which would adversely effect such members. Any amendment by Declarant pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant. Each Owner, by acceptance of a deed or other conveyance to a Lot agrees to be bound by such amendments. Amendments to this Declaration, other than those authorized by Declarant herein, shall be proposed and adopted in the following manner: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment of this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment so approved, the effective date of the amendment, the date of the

meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, and the total number of votes cast for and against the amendment. Such amendment shall be recorded in the R.M.C. Office for Charleston County. The quorum required for any action taken pursuant to this action shall be as follows. The first time any meeting of the Members of the Association is called to take action under this section, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent and notice thereby given when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as the Owner in the public telephone directory of Charleston County, South Carolina or the address shown in the records of the Association. Notice to one of two or more co-owners of a Lot shall constitute notice to all co—owners. It shall be the obligation of every Member and Owner to immediately notify the Secretary of the Association in writing of any change of address.

Section 4. Who May Enforce Generally. In the event of a violation or breach of any of the obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any other Owner or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event.

Section 5. Enforcement by the Association. In addition to foregoing, the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. The Association may engage legal counsel to enforce these covenants. Violators shall be obligated to reimburse the Association in full for all of its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these covenants.

Section 6. Enforcement by The Declarant. In addition to the foregoing, the Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse Declarant in full for all of its direct and indirect costs, including but not limited to legal fees incurred by the Declarant in maintaining compliance with these covenants.

Section 7. Against Whom May the Covenants Be Enforced. The obligations and benefits prescribed by this Declaration and the covenants and restrictions contained herein shall run with the Property and shall be enforceable against the MacLaura Hall Property Owners Association, Inc. and against any property Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities which constitute violations of these covenants and restrictions.

Section 8. Severability. Should any covenant or restriction herein contained, or any article,

section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation or construction which will best tend toward the validity of this Declaration and the validity of any good faith action taken by the Declarant and/or the MacLaura Hall Property Owners Association, Inc. in reliance thereon.

Section 10. Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 11. Trespass. Whenever the Association and/or the Declarant are permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any Lot or Property or on the easement areas adjacent thereto, the entering of such Lot or Property and the taking of such action shall not be deemed a trespass.

ARTICLE IX

Enforcement Procedure

Section 1. Homeowners found to be in violation of the Covenants will receive a written warning outlining the violation with a request to remedy the problem within a specified time period as detailed by the warning letter.

Section 2. Two warning letters will be sent out every 45 days for a period of 90 days if the violation is not remedied.

Section 3. The homeowner must either cure the violation, or submit a written request for a hearing with the board of directors to dispute the violation within 10 days of the date of the second notice.

Section 4. If the violation(s) remain(s) uncorrected and the owner does not dispute the violation in writing, the Board of Directors will vote on whether a notice of violation as well as any penalty or fine applied to the owner's account will be issued in writing.

Section 5. In the case of non-owner occupied properties, all residents and owners will be provided copies of all correspondence.

Section 6. Hearings:

- (A) A hearing date will be scheduled within 45 days of the receipt of the homeowner's request for hearing.
- (B) Homeowner is responsible for calling to reschedule if the time or date is in conflict.
- (C) If the homeowner fails to attend the hearing, the original violation holds and the homeowner waives all right to rebuttal.

Section 7. Penalty or Fines:

- (A) Only the elected Board of Directors has the authority to issue a penalty or fine for violations of the covenants under Article IV, Section 1(a) of the MacLaura Hall Property Owners Association, Inc. Bylaws.
- (B) The Board of Directors will produce a schedule of fines each year to be voted on by the members of the HOA at the annual meeting for the calendar year.
- (C) The schedule of fines based on the infraction will be presented 30 days prior to the annual meeting for review of the membership.
- (D) If the new fine schedule is not approved, the fine schedule from the previous year will continue to be the fine schedule until the membership approves a new fine schedule at the next annual meeting.
- (E) The monthly fine for a notice of violation will be based on the annual fine schedule.

Section 8. The Board may waive or reduce all, or any portion, of a fine if the Board, in its sole discretion, determines such waiver or reduction is appropriate under the circumstances. Additionally, the Board may condition a waiver or reduction upon the violating party coming into compliance with the governing documents of the Association.

Section 9. In the discretion of the Board of Directors, once a homeowner has amassed more than \$2,500 in unpaid fines, upon a hearing, the Board of Directors may file a lien against the property.

Section 10. All decisions regarding fines and liens, once made final by the board, may be appealed to the membership of the HOA at the next annual meeting. Enforcement of the fines will be stayed until the membership appeal has been completed. The member who is subject to the fine will have the opportunity to have the members of the HOA vote on whether to enforce the fine as levied by the Board of Directors based on a simple majority vote of the members present at that annual meeting.

Section 11. Certain issues in the community are not HOA matters. These topics include dog waste, noise problems, etc. and should be communicated to the City of Charleston Police or City of Charleston Livability Court for resolution and enforcement.

IN WITNESS WHEREOF, MacLaura Hall Property Owners Association, Inc. has caused these Presents to be executed by its duly authorized Officer the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MacLAURA HALL PROPERTY OWNERS
ASSOCIATION, INC.

By: _____

Melanie Bias,
its President

**BY-LAWS OF
MacLAURA HALL PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

MEMBERS

Section 1. Definitions. All defined terms used in these By-Laws shall mean and refer to such terms as defined in the Covenants described in Section 2 below, unless otherwise specifically provided herein.

Section 2. Membership in the Association. The Members of the MacLaura Hall Property Owners Association, Inc. (hereinafter referred to as “Association”) shall be every Owner of the property subject to the provisions of the Declaration of Covenants and Restrictions applicable to MacLaura Hall Subdivision and Provisions for the MacLaura Hall Property Owners Association, Inc. (hereinafter referred to as the “Covenants” or “Declaration”), as the same may be amended from time to time, all such Covenants having been made by MacLaura Hall, a South Carolina General Partnership (hereinafter referred to as the “Declarant”). Every property Owner, including the Declarant, shall be a member of the Association, provided, however, that in the case of multiple ownership of any Lot, there shall be a maximum of one Member.

Section 3. Voting Rights. All Members of the Association, including the Declarant, shall be entitled to one (1) vote for each Lot, whether improved or unimproved, owned by such Member. When any property entitling the Owner thereof to membership in the Association is owned of record in the name of a corporation, trust, partnership or two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by the voting Member.

The Members of the Association shall have the right to vote for the election and removal of Directors and upon such other matters with respect to which a vote of the Members is required under the Covenants or these By-Laws. Members may cast their votes as set forth in the Covenants and these By-Laws.

Section 4. Power of Referendum. The Members of the Association shall have the power, by referendum, to approve or reject certain actions proposed to be taken by the Association as more particularly set forth in the Covenants and these By-Laws.

Section 5. Proxy. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be permitted for any action which is subject to a referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association Members.

ARTICLE II

MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members shall be held on the third Tuesday in January of each year commencing with January, 1988. Such annual meetings shall be held for the purpose of electing Directors of the Association and for the transaction of such other business as may be, pursuant to the Covenants and these By-Laws, properly the subject of action by the Members.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, a majority of the Board of Directors or, subsequent to the first annual meeting, Members of the Association holding not less than ten percent (10%) of the votes.

Section 3. Place of Meeting. The President or the Board of Directors may designate any location within Charleston County, South Carolina, as the place for any annual or special meeting. If no designation is made or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Association within Charleston County, South Carolina.

Section 4. Notice of Meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than fifteen (15) days or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at the address as shown on the records of the Association. If mailed, such notice shall be deemed delivered when deposited with postage prepaid in the U.S. Mail. A Member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated therein. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

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 a majority of the Members of the Association, which consent shall be filed with the Secretary of the Association as part of the Association's records.

Section 6. Quorum. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from a referendum) shall be as follows: The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such

meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference herein to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements established by this Article and any other requirements for such “duly called meeting” which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the Amendment of the Covenants, in which case the quorum requirement established in Article VIII of the Covenants shall govern in that instance.

Section 7. Manner of Acting. Unless otherwise provided herein or the Covenants, a majority of the votes cast at a duly called meeting of the Association shall be the vote required to adopt and make decisions.

Section 8. Conduct of Meetings. The Directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

ARTICLE III

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 Tenure. The Board of Directors shall consist of five (5) Members. The initial Board of Directors need not be Members of the Association and shall be appointed by the Declarant. Thereafter, at least three (3) Members of the Board shall be Members of the Association. At the inception of the Association, the Board shall consist of those persons named in the Association’s Articles of Incorporation. The Directors shall be elected by the Members at the annual meeting of the Association, except for the initial Board of Directors which shall be appointed by the Declarant. Except for the initial Board of Directors, which shall serve until the first annual meeting of the membership, the term of office shall be fixed at two (2) years; provided, however, that 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. Vacancy. Vacancies shall be filled on an interim basis by a majority vote of the Board of Directors. The Director so chosen shall hold office until the next annual election and until his successor is duly elected by the membership of the Association.

Section 4. Terms of the Initial Board of Directors. The Declarant shall appoint the initial Board of Directors who shall manage the affairs of the Association until the first annual meeting of the Association is held and new Directors are elected.

Section 5. Annual Meeting. 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 the holding of additional regular meetings of the Board.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof to the Members of the Board as provided herein.

Section 7. 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. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the U.S. Mail in a sealed envelope properly addressed. 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 of such meeting, unless specifically provided by law, the Articles of Incorporation, these Bylaws or the Covenants.

Section 8. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 9. Manner of Acting. The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 10. Compensation. Directors shall not receive any salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance 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 therefor.

Section 11. 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 a 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 12. 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 IV

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 and the conduct of the Members, their lessees or guests, and to establish reasonable penalties or fines for the infraction of such rules and regulations;
- (b) suspend the voting rights of a Member and his right to use the Common Properties during any period in which such Member shall be in default in the payment of any assessment levied by the Association and not cured within ten (10) days after written notice to the Member. Such rights may also be suspended after notice and the opportunity of a hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations, the Covenants or these By-Laws;
- (c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (d) to grant easements on, over or across the Common Properties owned by the Association;
- (e) exercise on behalf of the Association all other powers, duties and authority vested in or delegated to the Association as set forth in the Covenants or these By-Laws and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Covenants.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs, have the same available for inspection at the offices of the Association, and 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) majority of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) perform all duties set forth in the Covenants, including without limitation:
 - (1) fixing the amounts of all assessments as provided in the Covenants;
 - (2) sending written notices of all assessments to every Owner subject thereto;
 - (3) in the discretion of the Board, foreclosing the lien against any Lot for

which assessments are not paid within thirty (30) days after the due date or bringing an action at law against the Owner personally obligated to pay the same;

- (4) providing for a Board of Architectural Review upon transfer of such powers from the Declarant to the Association.
- (5) issuing, or causing 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 of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive of evidence of such payment;
- (6) preparing an annual budget for the Association, outlining anticipated receipts and expenses for the following fiscal year;
- (7) causing the Common Properties to be maintained, improved or repaired; and
- (8) periodically defining a minimum level of services as set forth in the Covenants.

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

(e) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

Section 3. Indemnity. The Association shall indemnify every Director and every officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which he is made a party by reason of his being or having been a Director or officer of the Association, except as to such matters wherein he shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association Directors and Officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

ARTICLE V

MERGER

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

Upon merger or consolidation of the Association with another association of associations, its

property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Common Properties, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall effect any revocation, change or addition to the Covenants, including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE VI

MORTGAGES

To the extent provided by law and by the Covenants, 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.

ARTICLE VIII

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 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 to perform the duties prescribed in these By-laws and prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. 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 interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors or these By-Laws.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. 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 the 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 IX

COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger or consolidation of the Association; (b) the amendment of the Articles of Incorporation of the Association; (c) the sale, lease or exchange of all or substantially all of the property of the Association; (d) the designation

of any such committee or the filling of vacancies in the Board of Directors or in any such committee; (e) the amendment or repeal of these By-Laws or the adoption of new By-Laws; (f) the amendment or repeal of any resolution of the Board of Directors which by its term shall not be so amendable or repealable; and (g) the declaration of dividends or other corporate distributions or issuance of stock.

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 the Board of Directors. Such committees may include or be entirely composed of Members who are not Directors and 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.

Section 4. Architectural Review Board. The Architectural Review Board (ARB) as more fully described in Article VII, Section 3, of the Covenants shall consist of not less than three (3) nor more than five (5) members. Until such time as the ARB rights have been transferred by the Declarant to the Association as provided in the Covenants, the ARB members shall be appointed by the Declarant, its successors and assigns. Once such rights have been transferred to the Association, the Board of Directors of the Association shall elect the members of the ARB. Any member of the ARB may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

ARTICLE X

CERTIFICATES OF MEMBERSHIP

The Board of Directors may provide, but is not required to provide, for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

ARTICLE XI

INSPECTION

The books and records of the Association shall at all times be subject to inspection by any Member during reasonable business hours. The Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal

office of the Association.

ARTICLE XII

PROXIES

Section 1. Proxy Allowed. Each Member entitled to vote may vote in person or by proxy at any meeting of the Association.

Section 2. Form and Effect. Each proxy shall be executed in writing by the Member or by his duly authorized attorney-in-fact, shall state the meeting for which such proxy is given and shall be filed with the Secretary; provided, however, that proxies shall not be permitted for any action which is subject to a referendum. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date.

ARTICLE XIII

CONSTRUCTION

The Covenants, By-Laws and Articles of Incorporation shall be read and construed together. In the event of a conflict between the Covenants and the Articles of Incorporation or the By-Laws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the By-Laws that the Covenants do not resolve, the Articles of Incorporation shall control.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Covenants, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which such assessments are made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date a penalty in an amount to be determined annually by the Board of Directors and consistently applied shall be added to such assessment, and such assessment shall, unless waived by the Board of Directors, bear interest at the rate of twelve (12%) percent per annum from the due date. The Association may further bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by suspension from or nonuse of the Common Properties or abandonment of the property owned by him.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

MacLaura Hall Property Owners Association, Inc., State of South Carolina.

ARTICLE XVI

AMENDMENTS

These By-Laws may be altered, amended, or repealed by, and new By-Laws may be adopted by a majority vote of the Board of Directors.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

I, Andrew S. Platte, Secretary of the MacLaura Hall Property Owners Association, Inc., do hereby certify that the within By-Laws are the legal By-Laws of the Association.

WITNESS my Hand and Seal this ____ day of ____, 2021.

WITNESSED:

Andrew S. Platte,
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared the undersigned witness who, on oath, says that (s)he saw the within named Andrew S. Platte, Secretary of MacLaura Hall Property Owners Association, Inc., sign, seal and as his act and deed deliver the within written certification and that (s)he with the other witness above subscribed witnessed the execution thereof.

SWORN to before me this
____ day of ____, 2021.

Notary Public for South Carolina
My Commission Expires: _____