

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 29th day of September, 1994, by TOWNHOMES AT BEAUMONT ASSOCIATION, INC., a South Carolina mutual benefit non-profit corporation, hereinafter called "Association", and BEAUMONT TOWNHOMES LIMITED PARTNERSHIP, hereinafter called "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a townhome residential community with the community to be known as "Townhomes at Beaumont" (hereinafter "Beaumont"); and

WHEREAS, Developer desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of South Carolina, a mutual benefit non-profit corporation, Townhomes at Beaumont Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in the Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

- (a) "Association" shall mean and refer to Townhomes at Beaumont Association, Inc., a South Carolina mutual benefit non-profit corporation, its successors and assigns.
- (b) "Beaumont Common Properties" shall mean and refer to those areas of land with any improvements thereon which may be either designated as "Common Area" or "Beaumont Common Properties" and as more fully shown on a plat entitled, "BEAUMONT TOWN OF MT. PLEASANT, S.C. PLAT OF A SUBDIVISION OF A 14.43 ACRE TRACT INTO 62 INDIVIDUAL LOTS A-Q, 3-6, 9-12, 17, 18, 23, 24, 49-43, 58-73 & 99-110 & AN 8.94 ACRE RESIDUAL COMMON AREA" prepared by E. M. Seabrook, Jr., Inc. dated June 21, 1994 and revised September 16, 1994, recorded in Plat Book EA at page 243 in the RMC Office for Charleston County, South Carolina and revised September 28, 2012, recorded in the Plat Book 0283 at page 743 in the RMC Office for Charleston County, South Carolina. Subject to the provisions hereof, the Common Area is to be enjoyed by the Property Owners. The term "Beaumont Common Property or Properties" shall include any personal property acquired by the Association if said property is designated as "Beaumont Common Property". All Beaumont Common Properties shall be devoted to and

intended for the common use and enjoyment of the owners of the Lots (subject to any fee schedules and operating rules adopted by the Association).

- (c) "Building" shall mean the entire Building containing two or more townhomes which developer reserves the right to subdivide into Lots at a later date. See Exhibit "C" for a list of Buildings and the potential number of units in each Building.
- (d) "By-Laws" shall mean the by-laws of the Association attached hereto as Exhibit "B" and made a part hereof by this reference.
- (e) "Lot" or "Lots" shall mean and refer to the improved parcel of land in Beaumont, together with the existing townhome located thereon as shown on the plat recorded in Plat Book EA, Page 243, as amended, with the exception of the Common Areas as heretofore defined.
- (f) "Maintenance Easement" shall mean the easement reserved by the Association and the Developer to enter upon a Lot to maintain the landscaping and the exterior and roof of the townhome located upon the Lot.
- (g) "Member" shall mean and refer to all those Property Owners who are Members of the Association as provided in Section 1 of Article III hereof.
- (h) The "Properties" shall mean and refer to the real property described in Article II, Section 1 hereof, which is subjected to the Declaration or any supplemental Declaration under the provisions of Article II hereof.
- (i) "Property Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, partnerships, corporations or other legal entities, of the fee simple title to any Lot, or Building and such term shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to

either foreclosure proceedings or receipt of a deed to a Lot in lieu of foreclosure; nor shall the term "Property Owner" mean or refer to any lessee or tenant of a Property Owner.

- (j) "Rules and Regulations" shall mean those Rules and Regulations concerning the use of the Beaumont Common Properties and the Lots as may be promulgated and amended from time to time by the Board of Directors, provided that copies of such Rules and Regulations are furnished to each Lot owner prior to the time that they become effective.
- (k) "Email Notifications" shall mean correspondences by the Board of the Association to the Members or by the President of the Association to the Members where said email recipient members have signed the designated email receipt form and filed same with the Association.

ARTICLE II

PROPERTY AND PROPERTY RIGHTS

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to these Covenants, is located in Mt. Pleasant, Charleston County, South Carolina, and is more particularly described in Exhibit A, as amended, attached hereto and by reference incorporated herein. All of the real property described in this Article shall be referred to as the "Properties".

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, 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 unconsolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties, as herein provided.

Section 3. Dissolution. Upon dissolution of the Association, the assets will be transferred first to another Association which provides the same or similar services, second to a municipal body willing to provide services to the members and third to the members.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject by these Covenants to assessment by the Association shall be a Member of the Association; provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation, shall not be a Member of the Association.

Section 2. Voting Rights. Voting rights of the Members shall be as set forth in the By-Laws, attached hereto as Exhibit "B".

Section 3. Member's Easement of Enjoyment. Subject to the provisions of these Covenants, the By-Laws and Rules and Regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Beaumont Common Properties. Such easement shall (subject to the provisions hereof and the By-Laws) be appurtenant to and shall pass with the title of every Lot, and shall be deemed a perpetual, transmissible, commercial easement essential

to the enjoyment of title to each Lot. It is further understood and agreed that each Property Owner shall have the right (subject to By-Laws, Covenants, and designation of the location by the Association) to the use of the Beaumont Common Properties for ingress and egress to its Lot and for such parking areas as may be designated and approved by the Association.

Section 4. 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 By-Laws, a copy of which is attached hereto as Exhibit B and by reference incorporated herein, to borrow money for the purpose of improving the Beaumont Common Properties, as applicable, and in aid thereof to mortgage said Properties.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Beaumont Common Properties against foreclosures;
- (c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of easement and other rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver of discharge of the Member's obligation to pay the assessment;
- (d) The right of the Association to charge reasonable admission, guest, and other fees for the use of the Beaumont Common Properties, as applicable, and/or facilities therein;
- (e) The right of the Association to designate and assign parking spaces for owners, tenants, guests, and visitor parking areas. It is the intent that the visitor and guest

parking be shared among all Property Owners. The Board of Directors may limit parking for owners, visitors, tenants, and guests as to any Lot if the use by the Property Owner, its visitors, tenants, guests or employees creates a nuisance or hardship for other Property Owners.

- (f) The right of the Association to give or sell all or any part of the Beaumont Common Properties, including leasehold interests, to any public agency, authority, 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 dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of two-thirds (2/3) of the vote, either in person or by proxy, at a duly called meeting and unless written notice or email notification of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution, together with a certificate of the result of the vote taken thereon, shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Beaumont Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE IV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line

between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If the owners disagree, the Board of Directors (with all interested Board Members abstaining) shall arbitrate and give its recommendation as to appointment and if the parties still disagree, the parties shall immediately resolve their differences by Binding Arbitration under American Arbitration rules and guidelines.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. If the owners disagree, the Board of Directors (with all interested Board Members abstaining) shall arbitrate and give its recommendation as to appointment and if the parties still disagree, the parties shall immediately resolve their differences by Binding Arbitration under American Arbitration rules and guidelines.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all terms and provisions of these Covenants and to pay to the Association: (1) annual general assessments; (2) special assessments for the purposes set forth in Section 4 of this Article; both 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 therefore as hereinafter provided, shall be a charge and continuing lien on each Lot so assessed and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection therefore as hereinafter provided, shall also be the personal obligation of the person who was the owner(s) of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners of the Lot shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used for exterior maintenance of the townhomes and roof replacement and repairs, not arising out of a casualty loss, on each Lot as hereinafter provided in Article VII and for the improvement, maintenance, and operation of the Beaumont Common Properties, including but

not limited to the payment of taxes and insurance thereon as well as repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. The assessments will also cover the annual fee and any increases due to the Snee Farm Community Foundation, Inc. under the agreement recorded in Book B176, page 880 in the RMC Office of Charleston County and the unrecorded agreement referred to in that instrument. In addition, the assessments levied by the Association may be used to maintain the catch basins, the detention ponds, a common sign, and to landscape, spray, clean, clear, trim, remove weeds, limbs and debris from Beaumont Common Properties and all Lots, and to provide general maintenance of all fencing, easement areas, parking areas including (without limitation) sweeping, striping, repairing, resurfacing, and repaving, and to provide for replacement reserves for all improvements. In addition to the annual assessment which may be billed monthly, each Property Owner will be billed a sewer and water assessment based upon water usage. Each Lot is currently separately metered; however, the meters are not approved meters as required by the Town of Mt. Pleasant Waterworks and Sewer Commission. The Association shall have the right to either assess all Unit Owners equally for water and sewer which would cover all townhomes and the use for Beaumont Common Property or the Association shall have the right to read the meters of each unit and add to each monthly assessment the Lot's portion of the sewer and water charge based upon use by the Property Owner, together with the prorate share of the amount used for Beaumont Common Properties. In connection with installing the meters, the Board reserves the right to grant any additional easements as may be required by the Mount Pleasant Water Works and Sewer Commission.

The special assessment shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Maximum Annual Assessment. Each Building shall be assessed for the number of Lots to which it can be subdivided.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (a) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its rights to revert to the full assessment for the remaining year or years of the then-current period fixed as provided in the preceding paragraph.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roof and exterior painting and maintenance, including the necessary fixtures and personal property related thereto or addition to

the Beaumont Common Properties, provided that any such assessment shall have the assent of a majority of the vote by Members either in person or by proxy at a duly called meeting of Members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. All notice in quorum requirements shall be as set forth in the By-Laws attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Board of Directors may provide for the annual assessments to be payable in monthly installments. The assessments for any year, after the first year, shall become due and payable the first day of January of said year, after the first year it shall become due and payable on the first day of January or in monthly payments as approved by the Board of Directors.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against such Lot and Building for each assessment period and shall, at the time, prepare a roster of the Properties and

assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Property Owner.

Written notice of the assessment shall thereupon be sent to every Property Owner subject thereto. The Association shall, upon demand at any time, furnish to any Property 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 of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner: The Lien: Remedies of the Association. If an assessment is not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall (together with interest thereon at the judgment rate and cost of collection as hereinafter provided) become a charge and continuing lien on the assessed owner's Lot or Building and all improvements thereon, against which each such assessment is made and shall pass as an obligation to his successors in title.

Any assessment not paid within fifteen (15) days of the due date shall be subject to a late fee of thirty-five (\$35) dollars per month late. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action against the Property Owner obligated to pay the same and may foreclose the lien against the property. There shall be added to the amount of such assessment all late fees, interest at the judgment rate commencing thirty (30) days after the due date until the date of collection, the costs of actual legal counsel in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment

as above provided and actual attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. 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 grantee in conveyances made for the purpose of granting utility easements; and
- (b) The Association as the Owner of Beaumont Common Properties.

ARTICLE VI

RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property;

Section 1. Use of Property. All Lots shall be used for a residential townhome in conformance with the zoning ordinances of the Town of Mt. Pleasant, S. C. Any rental of a Lot shall be for not less than six months.



- (a) Rentals do not include any Lot that is Owner occupied.
- (b) All rentals shall be by written lease, a memorandum of which shall, upon execution, be delivered to the Board of Directors of the Association.
- (c) Leases shall not allow more than three unrelated individuals per Lot.
- (d) All landlords shall inform the Board of Directors of the Association as soon as the lease expires and again as soon as the tenant(s) vacate.

Section 2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: Three (3) persons elected by a majority of all Property Owners subject to this Declaration with each Lot having one (1) vote.

Section 3. Review and Approval of Plans and Landscape Plans. No landscaping, grading, filling, building, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior painting or any addition to or alteration therein be made until the plans and specifications showing the grading, filling, nature, kind, shape, height, color, materials, size, and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to all such elements in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove same in writing within thirty (30) days after said plans and specifications have been submitted in writing, approval by the Architectural Control Committee will not be required. No member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, no member of the Architectural Control Committee shall be liable for

damages to anyone submitting plans or specifications for approval under this Section, or to any owner of a Lot affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that it will not bring any action or suit against any member of the Architectural Control Committee, to recover for any such damage. The decision of the Architectural Control Committee shall be final and binding in all respects.

Section 4. Patio and Fence Construction. All patios and fences shall be in strict compliance as to design, location and use of materials as may be approved in writing by the Architectural Control Committee. All construction debris must be removed within forty-eight (48) hours of notice from the Association.

Section 5. Townhomes.

(a) Each townhome shall be maintained as it is currently built and situated on such Lot.

No sun rooms, enclosed porches or other additions to the townhome located upon the Lot shall be made unless approved in writing by the Board of Architectural Review.

(b) Each Property Owner may add to the landscaping around the townhome located upon its Lot so long as such additions are approved by the Architectural Control Committee; provide, however, the Association shall have a right to enter upon the Lot for purpose of maintaining all general landscaping around each building and the Beaumont Common Properties. The Property Owner shall be responsible to maintain

any additional landscaping approved by the Architectural Control Committee and if the Property Owner fails to maintain such additional landscaping, the Association shall have the authority to remove such landscaping.

Section 6. Signage and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of the common sign to be located at the entrance, as well as property identification markers identifying each building. No other exterior signage or signage visible from the exterior of any building shall be allowed.

Section 7. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any fence, patio or reconstruction not completed within customary building time.

Section 8. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots subject to this Declaration.

Section 9. Signs. No advertising signs "For Sale" or "For Rent" or billboards shall be erected on any Lot or displayed to the public on any Lot. This restriction shall not apply to the common sign used to identify and advertise the townhomes at Beaumont as a whole.

Section 10. Garbage Receptacles. All garbage and waste receptacles shall be in such areas as designated by the Architectural Control Committee and screened from view. The Association shall provide within the Beaumont Common Properties for common receptacles which will be treated as a common expense. No Property Owner shall be permitted to place any waste in any common receptacle other than normal waste generated from household usage.

Section 11. Pets. No bird or animal shall be kept or harbored on any Lot except by permitted by the ordinances of the Town of Mt. Pleasant. In no event shall dogs be permitted on any of the Beaumont Common Properties unless carried or on a leash and the owner shall be responsible for the cleanup after their animals. The owner of any pet shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having a pet upon Beaumont Common Properties.

Section 12. Vehicles. The parking, storage, and use of motorcycles, motor homes, boats, commercial vehicles, un-drivable vehicles and the number of vehicles, including cars, shall be regulated by Association Rules and Regulations.

Section 13. Rules and Regulations. The Board of Directors shall have the right to publish and amend from time to time such additional Rules and Regulations as necessary to govern the use of Lots and Beaumont Common Properties. A copy of the initial Rules and Regulations and all amendments shall be kept at the clubhouse and by the Secretary of the Association.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Maintenance. In addition to the maintenance of the Beaumont Common Properties, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and the other exterior improvements. Such exterior maintenance shall not include glass surfaces. In addition, each Property Owner shall be responsible for the maintenance, repair and replacement of all heating

and air conditioning systems and all heating and air conditioning pads located on the exterior of the townhome.

In the event that the need for maintenance or repair of a Lot or the improvement thereon arises out of a casualty loss or is caused through the willful or negligent acts of the Property Owner, or through the willful or negligent acts of the family, guest or invitees of the Property Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. In the event of a casualty loss, the Owner shall be responsible to replace and repair the roof and all exterior improvements, subject to approval of the plans by the Architectural Control Committee.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Member or Property Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when personally delivered, emailed, and/or mailed, postpaid, to the last known address of the person who appears as Member or Property Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all such Lot co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association of any change of address.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction either to restrain violation or to recover damages, and against the owner's Lot to enforce any lien created by these Covenants; and failure by the

Association or any Property Owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppels of the right to enforce same thereafter.

Section 3. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of 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 which are hereby declared to be severable and which remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of the original Declaration shall run with and bind the land, for a term of twenty (20) years from the date the original Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-six and 2/3 percent (66.67%) of the Property Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

ARTICLE IX

MANAGEMENT

Section 1. Management. The management company hired by the Association shall have a right to maintain offices at the Club House without charge to the management company if requested by the management company as a part of its agreement. The management agreement may be terminated without cause upon sixty (60) days written notice, provided said action does not violate the terms of the management company's contract.

ARTICLE X

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Beaumont Common Property insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Beaumont Common Property shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Indemnification of the Board of Directors and Officers of the Association.

The Association shall indemnify the Board of Directors and Officers of the Association for such actions and amounts of coverage as agreed to between the Association, the Board and Officers, all in compliance with the terms and conditions and available coverages permitted by the requisite insurance company.

Section 3. Bonding. The Association may require and purchase necessary Bonds on all signatories of Association Bank Accounts, Certificates of Deposit and/or investments.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Townhomes at Beaumont Association, Inc., a South Carolina Corporation; and

That the foregoing Declaration of Covenants and Restrictions constitute the second amended Declaration of Covenants and Restrictions of the said Association, as duly adopted at a meeting of the Association thereof, held on the 19th day of July, 2013.

IN WITNESS WHEREOF, I have to hereunto subscribe my name as President of the said Association, the 29th day of July 2013

*Townhomes at Beaumont Association, Inc.

By: Wendy Weesner
Wendy Weesner, President

In the presence of:

Sharon R. Moeckel

Printed Name: JOAN D PIERCE

SHARON R. MOECKEL

Printed Name:

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the above named Wendy Weesner as President,* personally appeared before me this day and that the above names acknowledged the due execution of the foregoing instrument,

SWORN to before me the 29th day of July, 2013.

Deborah P. Rogers
Notary Public for South Carolina
My Commission Expires: January 3, 2017

EXHIBIT "A"

ALL those tracts or parcels of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, being shown as "Lots A-Q, 3-6, 9-12, 17, 18, 23, 24, 49-43, 58-73 & 99-110 & AN 8.94 ACRE RESIDUAL COMMON AREA" prepared by E. M. Seabrook, Jr., Inc. dated June 21, 1994 and revised September 16, 1994, recorded in Plat Book EA at page 243 in the RMC Office for Charleston County, South Carolina and revised September 28, 2012, recorded in the Plat Book 0283 at page 743 in the RMC Office for Charleston County, South Carolina.

Said tracts having such size, shapes, dimensions, metes, buttings and boundings as will by reference to said plat more fully and largely appear.