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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE REFUGE AT WHITEHALL
AND
PROVISIONS FOR AND BY-LAWS OF
THE REFUGE AT WHITEHALL OWNERS ASSOCIATION, INC.

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W. T. NESSERVY
DORCHESTER COUNTY, SC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)

THIS DECLARATION is made this 4th day of December, 2003, by Refuge at Whitehall, LLC, (a South Carolina limited liability company), hereinafter referred to as the "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of North Charleston, Dorchester County, South Carolina, known generally as "Refuge at Whitehall" and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant, desires, *inter alia*, to establish certain unique guidelines and development standards to assist in the preservation of values within Refuge at Whitehall and to enhance and protect the unique natural splendor of Refuge at Whitehall; and

WHEREAS, Declarant further desires to create a vehicle for use and the maintenance of Common Properties, and has caused to be incorporated under the laws of the State of South Carolina a non-profit corporation, Refuge at Whitehall Owners Association, Inc., for the purposes and functions more fully set forth herein and in its corporate charter,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Refuge at Whitehall, LLC, hereby declares that the Property described in Exhibit "A," is and shall be held, transferred, sold, conveyed, given, mortgaged, donated, leased, occupied, and used subject, among others, to the covenants and conditions (hereinafter referred to as the "Covenants") hereinafter set forth.

Ret.
 Buist, Byars et al
 1051 Chuck Dawley Blvd
 Mt. Pleasant, SC 29464

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration, (unless the context shall clearly indicate otherwise), shall have meanings set forth below. Other definitions may appear throughout this instrument and the By-Laws attached hereto, and shall have the meanings more particularly set forth therein.

"Assessment" shall mean and refer to any Lot Owner's share of the Common Expenses or any other charges from time to time assessed against an Owner by the Association in the manner herein provided. **"Assessment"** shall also mean and refer to Declarant's share of the Common Expenses or other charges from time to time assessed against Lots owned by Declarant. The term **"Assessments"** may also sometimes mean and refer to, collectively, the **"Annual Assessment"** or **"Special Assessments"** as the context herein shall so indicate.

"Association" shall mean and refer to the Refuge at Whitehall Owners Association, Inc., a non-profit corporation organized under the laws of the State of South Carolina, its successors and assigns.

"Board of Directors" and/or **"Board"** shall mean and refer to the Board of Directors of Refuge at Whitehall Owners Association, Inc., as more fully set forth herein.

"By-Laws" shall mean and refer to the By-Laws of the Association which govern the administration and operation of the Association, as may be amended from time to time, which said By-Laws are attached hereto and incorporated herein by reference.

"Cause" for removal of an Officer or Director of the Association shall mean and refer to either (i) fraudulent or dishonest acts or (ii) gross abuse of authority in the discharge of duties for or on behalf of the Association by an Officer or Director, and which cause must be established by the Board after written notice to such Officer or Director of specific charges, and opportunity of such Officer or Director to meet with the Board and refute such charges.

"City" shall mean the City of North Charleston, South Carolina.

"Common Expense(s)" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association in connection with the administration of Refuge at Whitehall, in the implementation and enforcement of the terms, provisions, and intent of this Declaration and the By-Laws.

"Common Property" or **"Common Properties"** shall mean and refer to those parcels of land within the Property, together with any improvements thereon, which are deeded or leased to the Association and designated in such deed or lease as **"Common Property"** or any property over which the Association owns or holds an easement. The term **"Common Property"** shall also include any personal property acquired by the Association if said property is designated by the Association as a **"Refuge at Whitehall Common Property."** Any property that is leased to the Association and designated in such lease as a **"Refuge at Whitehall Common Property"** shall be a Refuge at Whitehall Common Property but shall lose its designation and character as a Refuge at

Whitehall Common Property upon the expiration of such lease, if not renewed or extended. An initial designation of such Common Properties is attached hereto as Exhibit B.

“Covenants” or **“Declaration”** shall mean and refer to this Declaration and any supplements and amendments thereto recorded hereinafter in the R.M.C. Office.

“Declarant” shall mean and refer to Refuge at Whitehall, LLC, (a South Carolina limited liability company), its successors and assigns.

“Director” shall mean and refer to members, or any one member, of the Board of Directors of the Association.

“Home” means a residential dwelling unit on the Property intended as an abode for one family constructed upon a Lot.

“Improvement” means any building, fence, wall, patio area, driveway, walkway, antenna, sign, mailbox, pool, tennis court, or other structure or improvement, including trees, plants, shrubs, flowers and other landscaping, which is constructed, made, installed, placed or developed within or upon, or removed from, and portion of the Property, or any change, alteration, addition or removal of any structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and/or color of the same.

“Legal Fees” mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and (iii) court costs through and including all trial and appellate levels and post-judgment proceedings.

“Lot” shall mean and refer to any lot, whether improved or unimproved, which may be independently owned and conveyed, and which is shown on a recorded plat of the Property and designated for use as a building area site for the construction of a single family dwelling; such term shall also include, without limitation, any contiguous or non-contiguous portion of a Lot ancillary to the use allowable on the remainder of the Lot, together with any and all improvements located therein or thereon.

“Member” shall mean and refer to all Members of the Association as provided herein.

“Membership” shall mean and refer to membership by an Owner and/or Declarant in the Refuge at Whitehall Owners’ Association, Inc.

“Owner” shall mean and refer to the record owner (whether one or more persons, firms, associations, corporations, partnerships, trusts, trustees, or other legal entities) of the fee simple title to any Lot; notwithstanding any applicable theory of a mortgage, such terms shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding or instrument in lieu of foreclosure; nor shall the term **“Owner”** mean or refer to any lessee or tenant of an Owner. When reference is made herein to

Owner(s)' voting rights, all Owners of one Lot, when more than one Owner holds record title, shall have, collectively, such voting rights in the association as may be attached to the Lot.

"R.M.C. Office" shall mean and refer to the Office of the Register of Mesne Conveyances for Dorchester County, South Carolina.

"Refuge at Whitehall Architectural Review Board" or **"RWARB"** shall mean and refer to the architectural authority established under these Covenants.

"Refuge at Whitehall" or **"Subdivision"** shall mean and refer to the exclusive development, together with certain private community facilities and areas more fully described herein, to be constructed on the Property.

The **"Property"** shall mean and refer to the property described on Exhibit "A" attached hereto and incorporated herein by reference which is hereby subjected to this Declaration.

"Turnover Date" means the earlier of (i) three (3) months after seventy-five (75%) percent of the total planned Lots have been improved with a Home and conveyed to an Owner other than a successor Declarant, (ii) the date on which Declarant records in the R.M.C. Office a document relinquishing its control of the Association to the members at large, or (iii) the date these Covenants are recorded in the R.M.C. Office.

ARTICLE II

THE PROPERTY

Section 2.01. The Property. The real property which is and shall be held, transferred, sold, conveyed, leased, mortgaged, and occupied subject to these Covenants is known generally as "Refuge at Whitehall," located in the City of North Charleston, Dorchester County, South Carolina, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. Due to the private, exclusive, and unique nature of Refuge at Whitehall, no additional properties may be subjected to the terms and provisions of this Declaration.

ARTICLE III

COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN REFUGE AT WHITEHALL

The Declarant has established the within additional Covenants in order to create an exclusive, private community which is unique in design, environmentally sensitive, aesthetically appealing, tranquil, functional, and convenient.

Section 3.01. Miscellaneous Covenants, Conditions and Restrictions.

- (a) The Property shall be used exclusively for
 - (i) single-family residential purposes, and
 - (ii) such other activities as may be approved by the Declarant.

(b) Upon the completion of construction of improvements on any Lot, each Owner, at the sole expense of such Owner, shall be responsible for maintaining such improvements in comparable or better appearance and condition as at the time of initial completion of construction thereof, normal wear and tear between routine maintenance and repair being excepted.

Section 3.02. Subdivision, Re-Platting, and Lot Specifications.

(a) No Lot shall be subdivided or its boundary lines changed, nor shall application for same be made to the City of North Charleston, except with Declarant's prior, written consent, which consent may be granted or withheld in the sole discretion of Declarant, its successors and assigns. However, Declarant hereby expressly reserves for itself, its successors and assigns, the right to replat any of the Property if Declarant determines, in its sole discretion, that the reconfiguration, alteration, or other adjustment of Property lines and boundaries would improve or enhance the value and/or aesthetic appearance of Refuge at Whitehall or any part thereof. Provided, however, that upon the execution of a contract of sale between Declarant and a proposed purchaser of any Lot, Declarant shall no longer have the right to replat or otherwise alter the property lines of such Lot under contract, unless such proposed purchaser defaults under the terms of the contract.

(b) Any Lot may, with Declarant's written approval, be combined to create a larger Lot, and in such instance, Declarant may alter, without limitation, the specifications and guidelines affecting the Lot.

Section 3.03. Easements.

There are hereby reserved for the benefit of the Association and its successors and assigns, over, under, upon and across each Lot in Refuge at Whitehall Subdivision, the following non-exclusive rights and easements:

(a) a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial easement to enter upon any unimproved portions of any Lot for the purpose of planting and/or maintaining landscaping, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, dead or dying trees, or other unsightly growth, removing trash, and/or such other related purposes as the Association, in its sole discretion, deems necessary and essential to maintain the quality and distinctive character of the Property.

(b) a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial easement to enter upon any Common Property for the purpose of planting and/or maintaining landscaping, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, dead or dying trees, or other unsightly growth, removing trash, and/or such other related purposes as the Association, in its sole discretion, deems necessary and essential to maintain the quality and distinctive character of the Property.

Section 3.04. Conservation Easement. The Property is subject to a Conservation Easement, dated December 28, 2000 and recorded December 29, 2000 in Book 2580, Page 203 of the RMC Office for Dorchester County. A copy of the Conservation Easement is attached hereto as Exhibit "C", and the terms and conditions of the Conservation Easement incorporated herein by reference.

Section 3.05. Approved Builder Program. No Home shall be constructed on the Property except by licensed builders approved by the Declarant. Declarant shall have the right to approve or disapprove Builders based upon the builder's prior experience, reputation in the community, work product, financial stability and other similar factors which, in the Declarant's sole discretion, shall indicate the ability to construct Homes which will preserve property values within Refuge at Whitehall and enhance and protect the unique natural splendor of Refuge at Whitehall.

ARTICLE IV

REFUGE AT WHITEHALL OWNERS ASSOCIATION

Section 4.01. Establishment and Purpose of The Association. Refuge at Whitehall is a private, exclusive community carefully and comprehensively planned and developed by Declarant so as to preserve, protect, complement, and enhance the natural ambiance of the Property.

Declarant has established the Association for the purpose of exercising powers of owning, maintaining, repairing, reconstructing, improving, and administering the Common Properties, providing common services, administering and enforcing the within Covenants and the conditions and restrictions set forth herein, levying, collecting, and disbursing the Assessments and charges herein imposed, holding, owning, and utilizing the easements it may enjoy, and for other purposes.

It is Declarant's intention to convey a perpetual easement to the Association over the Common Properties and any and all improvements and personal property associated therewith, which are to be held and administered in accordance with this Declaration. Declarant further reserves the right to convey or transfer to the Association any and all rights and obligations of Declarant set forth herein. The legal costs and expenses of such conveyances shall be borne by Declarant.

Section 4.02. Membership and Voting.

Each Member shall be entitled to the benefit of, and be subject to, the provisions of Association Documents. The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be established and terminated as set forth below and in the Articles:

(a) Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the R.M.C. Office. Otherwise, voting rights attributable to an ownership interest shall vest upon the recording of this Declaration. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(b) The Association shall have three (3) classes of voting membership:

- (i) "Class A Members" shall be all Members, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned.
- (ii) "Class B Members" shall be Declarant who shall be entitled to two times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the Turnover Date.
- (iii) "Class C Members" shall be the Owners of Lots 31-38, 40 and 41. Class C Members of the Association shall be treated in all respects as either Members of Class A or Class B, except that by virtue of their membership in Class B they shall collectively be responsible for all expenses related to the repair, maintenance and upkeep of the "NEW 20' COMMON ACCESS EASEMENT FOR LOTS 30-38, 40-41" as shown on a Plat by Connor Engineering, Inc. entitled "A FINAL SUBDIVISION PLAT OF THE REFUGE AT WHITEHALL OWNED BY THE REFUGE AT WHITEHALL, LLC. LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", said Plat dated October 17, 2003, and recorded December 1, 2003 in the RMC Office for Dorchester County in Plat Book K-83, Page 131.

On the Turnover Date, Class A Members including Declarant shall assume control of the Association and elect the Board.

(c) The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and, nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

(e) Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot, but shall remain personally liable to the Association for any unpaid Assessments levied upon the subject Lot which accrue during the period of such Person's ownership of the Lot.

(f) There shall be only one (1) vote for each Lot, except for Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

(g) Unless a different percentage is specifically required by any other provisions of the Association Documents, a quorum shall consist of persons entitled to cast at least one-half (1/2) of the votes of the Members, which may be reduced as provided in the By-Laws. As used in these Association Documents, the term "majority" shall mean those votes, totaling more than fifty percent (50%) of the total number of eligible votes. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, all decisions shall be by majority vote

Section 4.03. Board. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Bylaws.

Section 4.04. Duration of Association. The duration of the Association shall be perpetual, as set forth in the Articles.

Section 4.05. Powers and Functions of the Association. The Association shall be and is hereby authorized and empowered to perform any and all of the following acts and services, the costs of which shall be a Common Expense.

(a) Clean-up, maintenance, landscaping, improvement, and replacement of: all Common Properties and improvements thereon, therein and thereunder, including but not limited to entrance ways, access roads, feeder roads and rights-of-ways, entrance signs, roadway signs, security and related systems, utility, drainage, erosion and flood control facilities, viewing areas and facilities, walkways and leisure trails, footbridges, residual areas, landscaped areas, vegetative buffers, and all other systems or areas which are a part of or appurtenant to the Common Properties and which are not maintained by Declarant or a public authority, a public service district, a public or private utility or other person(s) or entities.

(b) Clean-up, landscaping, and maintenance of landscaping on each Lot within the Subdivision in order to maintain and ensure the highest possible standards of appearance throughout the Subdivision. Such responsibilities include, but are not limited to, mowing, planting, pruning of trees and bushes, fertilizing, clearing, trimming, mulching, and applying pesticides and chemicals.

(c) Take any and all actions necessary to enforce the within Covenants, conditions, and restrictions, and to perform any of the functions or services required or delegated to the Association under this Declaration and any amendments or supplements thereto.

(d) Provide for the operation of the RWARB as more particularly set forth herein.

(e) Provide or contract for security, landscaping, and managerial services and other administrative services including, but not limited to legal, accounting, and financial services, communication services informing Members of activities, notice of meetings, referendums, etc.

(f) Provide liability, hazard, or other insurance covering improvements and activities on Common Properties and providing liability and errors and omission or similar insurance for the Directors and Officers of the Association and the RWARB as the Board may deem appropriate.

(g) Purchase and acquire personal property and equipment as necessary for the proper maintenance of Common Properties.

(h) Clean-up, maintenance, landscaping, improvement and replacement of pedestrian access areas, residual tracts, walkways and leisure trails, boardwalks, and all other areas within the Property or in a reasonable proximity thereto should, in the opinion of the Association, their deterioration affect the appearance of the Property.

(i) Insect, pest and wildlife control to the extent that measures in addition or supplemental to those services as may be provided by applicable governmental authorities are deemed necessary or desirable in the discretion of the Board of Directors.

(j) Construct improvements on residual areas, Common Properties, and such other areas within the Property as the Board of Directors deems appropriate, necessary, or essential for the Subdivision.

(k) Maintenance, repair, and replacement of any drainage easements, improvements, and/or facilities, and erosion and flood control improvements located within or adjacent to the Subdivision to the extent that such services are not performed by the Declarant.

(l) In the event the Board of Directors determines that any Lot Owner has failed or refused to comply properly with Owner's obligations with regard to the maintenance, cleaning, repair, and replacement of improvements and/or Lot or landscaped areas as set forth herein, then the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, and setting forth in reasonable detail the extent of such maintenance, cleaning, repair, or replacement deemed necessary, and such Owner shall have fifteen (15) days therefrom within which to complete the same in a good and workmanlike manner.

In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the Assessment to which such Owner and Owner's Lot is subject, and shall become a lien against such Lot in favor of the Association.

The Association is further authorized and empowered to perform or provide any and all other services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and duties under the terms and intent of this Declaration and the By-Laws.

Section 4.06. Rules and Regulations. The Association, by and through its Board of Directors, may adopt from time to time, additional rules, regulations, and fee schedules governing the use of Common Properties and which such rules, regulations, and fee schedules shall be binding upon the Lot and Parcel Owners.

ARTICLE V

REFUGE AT WHITEHALL ARCHITECTURAL REVIEW BOARD

Section 5.01. Establishment. "RWARB" shall mean the architectural control RWARB, which shall be the governing body charged with using its best efforts to promote and ensure a high level of design, quality, harmony and conformity throughout the Property consistent with these Covenants. Until the Termination of Declarant's Architectural Control, referred to below, Declarant shall constitute the RWARB, and may approve Plans and Submissions or take other actions on behalf of the RWARB in Declarant's own name or in the name of the RWARB. After the Termination of Declarant's Architectural Control, the RWARB shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner. The RWARB shall act by simple majority vote. In the event of death, resignation or other removal of any Board appointed members of the RWARB; the Board shall appoint a successor member. No member of the RWARB shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to these Covenants. Declarant shall cease to control and constitute the RWARB on the earlier of: (a) the date on which Declarant records in the R.M.C. Office a document declaring the termination of its control of the RWARB, or (b) at such time as Declarant no longer owns a Lot within the Property (which may be referred to in this Declaration as "Termination of Declarant's Architectural Control").

Section 5.02. Purpose of the RWARB. The RWARB is established to provide a system of review for the construction or modification of all Improvements within the Property. No Improvement shall be commenced, improved or altered, nor shall any grading, excavation or change of exterior color or other work which in any way alters the exterior appearance of an Improvement be done without the prior written approval of the RWARB.

Section 5.03. Development Standards. The RWARB is empowered to publish or modify from time to time, design and development standards for the Property, including, but not limited to, standards for the following ("Standards"): (i) architectural design of Improvements, including, but not limited to, design standards for any Home or other Improvement constructed upon a Lot; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior appurtenances relating to utility installation; (v) signs and graphics, mailboxes and exterior lighting; (vi) building setbacks, pools and pool decks, side yards and related height bulk and design criteria; (vii) pedestrian and bicycle ways, sidewalks and pathways; and (viii) all buildings, landscaping and Improvements on lands owned or controlled by the Association. After Termination of Declarant's Architectural Control, a copy of any Standard promulgated by the RWARB shall be subject to approval by the Board. After the Board's approval, a copy of the Standards will be made available to all Members. The RWARB may publish some Standards which are limited to certain portions of the Property as necessary or desirable to reflect the different character, if any, of the portion of the Property for which such Standards apply. In addition to the Standards published by the RWARB, all improvements shall comply with restrictions set forth in the Conservation Easement, and all of the terms and conditions contained therein.

Section 5.04. Requirement of RWARB Approval. No Improvement of any kind shall be erected, placed or maintained, and no addition, alteration, modification or change to any Improvement shall be made without the prior written approval of the RWARB.

Section 5.05. Obtaining RWARB Approval. In order to obtain the approval of the RWARB, a complete set of plans and specifications ("Plans") for proposed Improvement shall be submitted to the RWARB for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The RWARB may also require the submission of additional information and material as may be reasonably necessary for the RWARB to evaluate the proposed Improvement or alteration ("Submissions"). The RWARB shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the RWARB shall be in writing and shall be sent to each respective Owner submitting same. In the event the RWARB fails to approve or to disapprove in writing any Plans and/or Submissions after: (i) submission to the RWARB of the last item of the Plans and Submissions requested by the RWARB, so that the RWARB has a complete package of all Plans and Submissions requested by the RWARB; and (ii) thirty (30) days have elapsed since submission and written request for approval or disapproval was delivered to the RWARB by the Owner; then said Plans and Submissions shall be deemed to have been approved by the RWARB provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any conditions or restrictions contained in this Declaration, or which violates any applicable zoning or building ordinance or regulation. The approval by the RWARB relates only to the aesthetics of the Improvements shown on the Plans and Submissions and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any construction.

Section 5.06. Scope of Review. The RWARB shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the immediate vicinity and to the Property as a whole and any other factors deemed relevant to the review by the RWARB in its opinion, reasonably exercised. The RWARB shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of, any design or plan which the standpoint of structural safety or conformance with building or other codes.

Section 5.07. Variance from Standards. The RWARB may authorize, in a reasonable manner so as not to destroy the general scheme or plans of the development of the Property, variances from compliance with any Standards which it has promulgated pursuant to its authority when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variances are granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose, except as to that particular property and particular provisions hereof or Standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing.

Section 5.08. Tree Mitigation. The RWARB shall require mitigation for all trees removed from any Lot as a condition of Plan approval. No tree greater than 6" DBH shall be removed from any Lot without prior RWARB approval.

(a) For the purposes of this article, "tree removal" shall include, but not be limited to damage inflicted to the root system by machinery, girdling, storage of material and soil compaction, changing the natural grade above or below the root system or around the trunk; damage inflicted on the tree permitting fungus infection or pest infestation; excessive pruning; excessive thinning; paving with concrete, asphalt or other impervious material within such proximity as to be harmful to the tree; or any act of malicious damage to a tree. Excessive pruning or thinning shall be pruning or thinning that exceeds more than 25% of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a single growing season. Additionally, one-half of the foliage of a mature tree is to remain evenly distributed in the lower two-thirds of the crown and individual limbs upon completion of any pruning.

(b) Diameter Breast Height (DBH) shall be used for measuring all trees. The DBH of a tree is the total diameter, in inches, of a tree trunk or trunks measuring 4 ½ feet above existing grade (at the base of the tree). In measuring DBH, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14. If a tree trunk splits at ground level and the trunks do not share a common base, then each trunk shall be measured as a separate tree. If a multi-trunk tree splits below the 4.5 foot mark, all trunks shall be measured separately and count as one tree.

(c) For each tree above 6" DBH removed during construction of Improvement, mitigation trees shall be planted on the Lot such that the total DBH of all trees of at least 6" DBH shall meet or exceed a density of 160 inches per acre. In any case where the total density of trees does not exceed 160 inches per acre prior to any tree removal, mitigation plantings shall be required to bring the density of inches per acre back to the level existing on the Lot prior to any tree removal.

Section 5.09. Landscaping. In addition to the Plans, complete landscaping plan for each proposed House shall be submitted to the RWARB for its review. The landscaping plan shall include, as appropriate, the size, location and species of all materials to be installed, the size, location and species of all existing vegetation, and the approximate costs, nature, type and color of all non-vegetative materials to be used. The RWARB may also require the submission of additional information and material as may be reasonably necessary for the RWARB to evaluate the proposed landscaping plan, and insure its compliance with the Conservation Easement. The RWARB shall have the right to refuse to approve any proposed landscaping plan which, in its sole discretion, is not suitable or desirable, does not adequately represent the native flora of the Property, or which does not comply with the terms and conditions of the Conservation Easement.

Section 5.10. Enforcement. There is specifically reserved unto the RWARB the right of entry and inspection upon any Lot or other portion of the Property for the purpose of determination by the RWARB whether there exists any Improvement which violates the terms of any approval by the RWARB or the terms of this Declaration. Except in emergencies, any exercise of the right of entry and inspection by the RWARB hereunder should be made only upon reasonable notice given to the Owner of record at least twenty-four (24) hours in advance or such entry. The RWARB is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any Improvement, or to remove any unapproved Improvements, the prevailing party in such litigation shall be entitled to recover all court costs, expenses and reasonable attorneys fees in connection therewith. The Association shall indemnify and hold harmless any member of

the RWARB from all costs, expenses and liabilities, including attorneys fees incurred by virtue of any member's service as a member of the RWARB, provided such member acted in good faith and without malice.

Section 5.11. Sub-RWARB's and Delegation of Authority. The RWARB may establish sub-RWARB's for the purpose of acting on behalf of the RWARB with respect to similar circumstances, situations, or types of Improvements, such as a swimming pool sub-RWARB or a sub-RWARB which would deal with modifications of existing Improvements or additional new Improvements ancillary to an existing Home, in contrast to the construction of initial Improvements upon a previously unimproved Lot. All rights and powers of the RWARB may be delegated to such sub-RWARB with regard to subject matter of the sub-RWARB. The rights and powers of the RWARB may be assigned to a management company, an architect, design professional or other entity, or any portion of such rights and powers applicable to a particular sub-RWARB or area of similar circumstances.

ARTICLE VI

USE RESTRICTIONS

For purposes of this Article VI, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant contained in this Article VI.

Section 6.01. Residential Use. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in the Property without consent of the Board except as such occupation or activity is permitted to be carried on by Declarant under these Covenants. In addition, temporary guest are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Property. No more than one Home may be built on one Lot.

Section 6.02. Nuisances. No obnoxious or offensive activity shall be carried on about the Lots or in or about any improvements, Homes, or on any portion of the Property nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No trade, business, profession or commercial activity, or any other non residential use shall be conducted on the Property or within any Lot or Home without the consent of the Board. The foregoing shall not prohibit an Owner from leasing his Home. No loud noises or noxious odors shall be permitted in any improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment of large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board and/or the RWARB, if required.

Section 6.03. Outside Storage of Personal Property. The personal property of any resident of the Property shall be kept inside the resident's Home or a fenced or a walled-in-yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good conditions.

Section 6.04. Parking and Vehicular Restrictions. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Property overnight without the prior written consent of the Board, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, boat, aircraft, motorcycle, or vehicle other than a private passenger vehicle specified above, may be parked or stored outside of a Home overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the Board. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Property. All vehicles parked within the Property must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Property. All-terrain vehicles and the like are not permitted to be operated within the Property or parked overnight outside of an enclosed garage, except with the prior written consent of the Board which may be withdrawn at any time, and any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.

Section 6.05. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Violations of laws, orders, rules, regulation or requirements of any governmental agency having jurisdiction over the Property, relating to any Home shall be corrected by, and at the sole expense of the Owner of the Home.

Section 6.06. Trash and Other Materials. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner or resident shall place or dump any garbage, trash, refuse, rubbish or other materials on any other portions of the Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home or fenced-in-area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 6.07. Leases. No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provision of these Covenants, the Articles,

Bylaws, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. A copy of the proposed lease must be delivered to the Association prior to occupancy by the tenant. No lease shall be for a period of less than six (6) months without the approval of the Board. The Owner of a leased Home shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 6.08. Temporary Buildings, Etc. No tents, trailers, shack or other temporary buildings or structures shall be constructed or otherwise placed upon the Property except in connection with construction, development, leasing or sales activities permitted by the RWARB. No temporary structure may be used as a Home.

Section 6.09. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the RWARB. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 6.10. Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Home, not to exceed a total of three (3) per Home without the prior consent of the Board but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull dog be permitted on the Property. Any pet must not be an unreasonable nuisance or annoyance to other residents on the Property. The Board may adopt rules and regulations concerning animals which are more restrictive than the provisions of these Covenants including rules requiring that all animals be kept on a leash when on Common Property or outside a fenced yard and that animals be restricted to designated areas within Common Property and that Owners are responsible for cleaning up any mess that a pet created within any Lot or Common Property. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this Section.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold them harmless against any loss liability of any kind or character whatsoever arising from or growing out of his having any animal on the Property.

Section 6.11. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part hereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, without the prior written approval of the RWARB, which approval may be withheld for purely aesthetic reasons.

Section 6.12. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property no owned by such Owner.

Section 6.13. Air Condition Units. Only central air conditioning units are permitted, and no window, wall, or portable air condition units are permitted. No air-condition or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Home on a Lot.

Section 6.14. Clotheslines and outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the RWARB shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

Section 6.15. Outside Antennas and Satellite Dishes. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment unless: (i) such apparatus is eighteen inches (18") or less in diameter, (ii) the apparatus is screened from public view and located behind the Home either in the rear yard or affixed to the rear roof, (iii) the apparatus is not visible while standing at any point along the Lot boundary line in front of the house that abuts or is adjacent to a street, right-of-way or sidewalk, and (iv) the RWARB has approved the location of the apparatus and the type of screening.

Section 6.16. Flagpoles. No Owner may erect or install a flagpole or decorative banner on any portion of a Lot, including freestanding detached flagpoles or banners, and those that are attached to a Home, without the prior written approval of the RWARB.

Section 6.17. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse container, air condition units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas approved by the RWARB so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

Section 6.18. Signs. Except for signs placed or constructed by Declarant, no signs shall be placed upon any Lot, and no signs shall be placed in or upon any Home which are visible from the exterior of the Home, without the prior written consent of the RWARB, with the exception of one (1) "for sale" or "open house" sign limited to six (6) square feet in size.

Section 6.19. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for period not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

Section 6.20. Surface Water Management. No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the Property, without the prior written approval of the RWARB, and any controlling governmental authority, including, but not limited to, the excavation or filling in of any Lot, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of Improvements upon the Property by Declarant in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place an fill on the Owner's Lot which would adversely affect the drainage of any contiguous Home. No structures, trees or shrubs shall

be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the RWARB.

Portions of the Property are in close proximity to OCRM Critical Lines. Each Owner is placed on notice that there shall be setbacks adjacent to all OCRM Critical Lines within which no permanent structures shall be constructed and a natural buffer shall be maintained, as established and imposed by the Town, OCRM, or the RWARB. All Owners shall be responsible for determining the then existing setback requirements prior to planning any Improvements and seeking the approval of such Improvements by the RWARB.

Section 6.21. Swimming Pools. No swimming pools, spas, or the like, shall be installed without the consent of the RWARB.

Section 6.22. Fences and Walls. If any Owner desires to construct a fence on his Lot, the Owner shall submit a plot plan to the RWARB showing the proposed location of the fence upon the Lot and the height and type of fence to be installed, which must be approved by the RWARB. In any event, no fence may be constructed on the portion of any Lot between the front of the Lot and the front of the Home constructed upon the Lot, and any fence constructed upon a Lot must be located in strict conformance with the plot plan approved by the RWARB. All fences must be approved by the RWARB.

Section 6.23. Mailboxes. No mailboxes are permitted without the consent of the RWARB, except for mailboxes which are identical to mailboxes originally provided for the Homes by Declarant.

Section 6.24. Damage and Destruction. In the event any Improvement contiguous with a Home is damaged or destroyed by casualty or for any other reason, the Owner of the Home shall repair and restore the damaged Improvement as soon as is reasonably practical to the same condition that the Improvement was in prior to such damage or destruction, unless otherwise approved by the RWARB.

Section 6.25. Certain Rights of Declarant. The provisions, restrictions, terms, and condition of this Article V shall not apply to Declarant as an Owner.

Section 6.26. Use of Chemicals and Pesticides. In order to preserve the natural beauty of the property and surrounding marshes and ecosystems, all initial landscaping and the maintenance of all landscaping shall be conducted in a manner which minimizes the use of synthetic substances. Methods used to enhance the health of landscaping material and prevent weed, pest or disease problems shall emphasize natural and organic methods, including, by way of example, the selection of appropriate varieties and planting sites, proper timing and density of plantings and irrigation, composting and mulching.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligations of Assessments. Declarant covenants, and each Owner of any Lot whether or not it shall be so expressed in Owner's deed or

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other conveyance, shall be deemed to covenant and agree to all other terms and provisions of this Declaration and pay to the Association:

- (i) Annual Assessments or charges; and
- (ii) Special Assessments or charges for capital improvements to or for maintenance of Common Properties and other Common Expenses, emergencies and other purposes.

The Assessments, together with any penalty (to be set by the Board), interest, costs, and Legal Fees shall be a charge upon the Lot and shall be a continuing lien on the Lot against which each such Assessment is made. Each such Assessment, together with interest, any penalty, costs, and Legal Fees, shall also be the personal obligation of the person(s) or entity who was the Owner of such Lot at the time the Assessment became due. The obligation for delinquent Assessments shall run with such Lot and shall pass to the Owner's successors in title. Upon written request, the Association shall provide or cause to be provided an accounting of an Owner's Assessments and any delinquency in the payment thereof. All reports of delinquency must be given subject to any state and federal laws regarding disclosure of a debtor's financial information.

Section 7.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively in connection with the operation and administration of Refuge at Whitehall. Such use shall include, but is not limited to, the payment of all Common Expenses; to promote and maintain the health, safety, welfare, and convenience of the Owners and their guests and tenants; for the acquisition, construction, landscaping, repair, replacement, improvement, maintenance, and use of Common Properties; labor, equipment, materials, services, management, supervision, security, garbage service, water, sewer and utility service in connection with the Common Properties; insurance premiums and deductibles; emergency repairs, reconstruction after casualty loss, and such other needs, without limitation, as may arise or as may be required in the sole discretion of the Board of Directors. Until and unless otherwise approved by the Board of Directors, all Assessments shall be levied in proportion to the total acreage owned by each Lot Owner within the Development.

Section 7.03. Annual Assessment. The Declarant initially and after the Turnover Date the Board of Directors shall determine the amount of the Annual Assessment based on the annual budget of the Association as provided herein. When the Board of Directors determines the Annual Assessment for the ensuing fiscal year, it shall cause to be prepared in connection therewith an annual budget showing the services provided by or on behalf of the Association and the costs thereof.

At least thirty (30) days prior to the end of the calendar year, the Board of Directors shall determine the amount of the Annual Assessment for the following calendar year, and shall notify every Owner subject thereto of their pro rata share, as set forth in this Article.

Section 7.04. Special Assessments.

(a) In addition to the Annual Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures,

personal property related thereto and for any other purposes not prohibited by this Declaration. Such Special Assessments may be collected by the Association on a monthly, quarterly, or annual basis.

(b) In addition to the Annual and Special Assessments authorized above, the Board of Directors may levy, in any fiscal year, an amount not to exceed one hundred (100%) percent of the Annual Assessment for such fiscal year a Special Assessment applicable to that year only for the purpose of maintenance or repairs of the Common Properties, including, fixtures, landscaping, and personal property related thereto; for the costs of the taxes for and the utilities supplied to the Common Properties; for any repairs, restoration, reconstruction, maintenance, or improvements made necessary by any emergencies including but not limited to damages resulting from storm, wind, earthquake, and flood as determined in the sole discretion of the Board of Directors, and for any other purpose not prohibited by this Declaration.

Section 7.05. Effect of Non-Payment of Assessments. Any Assessment (whether Annual, Special, or otherwise) not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (a) eighteen (18%) percent per annum; or (b) the maximum rate provided by applicable law. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against such Owners Lot in like manner as a mortgage of real property, or both. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the outstanding Assessment(s) due and payable and collect the same through foreclosure. Penalties (as determined by the Board), interest, costs, and Legal Fees of such action or foreclosure shall be added to the amount of such Assessment, and collectable as such Assessment.

Section 7.06. Subordination of Lien. The lien of Assessments provided for herein shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure shall extinguish the lien of such Assessments as to the payment of the portion thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve any subsequent Owner of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 7.07. Allocation of Assessments Among Lot and Parcel Owners. All Assessments provided for herein shall be divided among the Lots equally.

Section 7.08. Indemnification. The Association covenants and agrees that it will indemnify and save harmless Declarant, and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. The costs of fulfilling the covenant of indemnification therein set forth shall be deemed to be Operating Expenses.

Included in the foregoing provisions of indemnification are any expenses that Declarant may be compelled to incur in bringing suit for the purpose of compelling the specific

enforcement of the provisions, conditions and covenants contained in these Covenants to be kept and performed by the Association.

ARTICLE VIII

COMMON PROPERTIES

All Common Properties are ultimately intended for the common use and enjoyment of the Association, the Owners, and their respective guests, invitees, tenants, permittees, heirs, successors and assigns, subject to any operating rules promulgated by the Association, its successors and assigns, and nothing contained herein or set forth on any plat shall in any way or manner be construed as a dedication to the public of any of the Common Properties and other such areas and amenities associated therewith.

Section 8.01. Members' Easements of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Owner shall have a non-exclusive easement of enjoyment in and to the Common Properties, and such easement shall benefit and be appurtenant to and shall run with the title to each and every Lot. It is the intention of Declarant that such rights of enjoyment shall be and are hereby deemed for the use and benefit of the Property Owners, and their respective guests, invitees, tenants, permittees, heirs, successors and assigns, and successors-in-title, subject to such rules and regulations as may be established by the Board of Directors for the Association.

Section 8.02. Perpetual Commercial Easement Over Common Properties. Declarant agrees, to convey or cause to be conveyed to the Association (and the Association agrees to accept) as Common Properties, a perpetual commercial easement for use of all Common Properties, together with all structures, improvements, appurtenances, landscaping, and infrastructure located thereon and/or thereunder now or at the time of such conveyance. Such easements will be conveyed prior to the conveyance of any Common Properties to any third party by the Declarant.

The Association shall be responsible for the maintenance, repair, and replacement of any areas intended for the common use and enjoyment of the Owners once such areas have been conveyed or a perpetual commercial easement granted to the Association; provided, however, that Declarant first provides the Association with written notice of its intention to convey or to grant easements in favor of the Association over such areas for use as Common Properties.

Section 8.03. Extent of Members' Easements. The Owners' non-exclusive rights and easements for enjoyment of Common Properties shall be subject to the following:

(a) The rights of Declarant to convey the Common Properties to the Association, or to any other non-profit agency or governmental authority, subject to Owner's approval rights, if required hereunder.

(b) Non-exclusive, appurtenant, perpetual, permanent, assignable, transmissible, commercial easements in favor of Declarant and the Association for access, ingress, egress, and for the installation, maintenance, inspection, repair, and replacement of all utilities and services, irrigation systems, landscaping, and for all other lawful purposes deemed necessary, useful, or

beneficial, in the discretion of Declarant and the Association, for the orderly development by third-party developers of Refuge at Whitehall; and the right of Declarant and of the Association, their successors and assigns, to grant, reserve, and accept such easements and rights-of-way through, under, over, and across the Common Properties.

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

(d) The right of the Declarant and the Association, as the case may be, to establish rules and regulations for the Common Properties, to charge Common Expenses and to prescribe fees and charges from time to time for use of any amenities which may now or hereafter be constructed on or near the Common Properties.

(e) All applicable covenants, conditions, restrictions and easements of record, including, without limitation, all applicable regulations and ordinances adopted or as may be adopted in the future by any governmental agency or entity having jurisdiction over the Property. This Declaration is intended as a supplement to any such governmental regulations or ordinances, and shall be interpreted to be consistent therewith wherever possible.

(f) The right of the Association, in accordance with its By-Laws, to borrow money from the Declarant or any lender for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein, and in connection therewith, to mortgage all or part of the Common Properties to secure any such loan.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES

Section 9.01. Insurance.

(a) Property Insurance. The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect casualty insurance at replacement value, in such form and with such coverage and deductibles as the Board deems appropriate for the benefit of the Association, insuring all insurable improvements in and to the Common Properties against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief; such coverage, if available at reasonable costs, to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible amounts as are deemed reasonable by the Board), of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) Liability Insurance. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy of not less than \$1,000,000, covering all Common Properties and all damage or injury caused by the negligence of the Association, RWARB, their Members, Directors, and Officers, or any of their agents. Such public liability policy shall provide such coverages as are deemed necessary by the Board.

(c) Other Insurance. The Board or its duly authorized agents shall have the authority to and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) any such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners, and the cost thereof shall be a Common Expense. The Association shall have exclusive authority to adjust losses under such insurance policies with respect to the Subdivision; provided, however, that no mortgagee or other security holder of the Common Properties having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, relating thereto.

(d) Each Owner shall be solely responsible for obtaining, at each such Owner's sole expense, public liability, property damage or casualty coverage, flood, title, and any other insurance coverage in connection with such Owner's individual Lot(s) or Parcels and all improvements thereon, as each such Owner deems necessary or appropriate.

Section 9.02. Damage to or Destruction of Common Properties. Should any of the Common Properties or other property owned by and/or covered by insurance written in the name of the Association as such trustee for the Owners, be damaged or destroyed by fire, windstorm, flood, or any other casualty, the Board of Directors, or its agent shall be responsible for timely filing all claims and adjustments arising under such insurance. In such event, the Board shall be further responsible for obtaining detailed estimates for repairing or restoring and/or reconstructing such damaged property to substantially the same condition as existed prior to such casualty, and such estimates must be obtained by the Board from reputable, reliable, licensed individuals or companies. The Association shall restore, repair, or replace such damaged improvements, including structures, trees, shrubbery, fences, lawns, landscaping, bridges, signage, personal property, and natural vegetation, within sixty (60) days of such damage or destruction, or as soon thereafter as reasonably possible under the circumstances. In the event insurance proceeds, if any, are insufficient to repair, restore, and/or replace such damaged or destructed property and reserve funds as may have been appropriated or established for such purpose are, in the sole discretion of the Board, insufficient or inadequate to defray the costs thereof, or would unreasonably deplete such reserve funds, the Board may levy a Special Assessment against all Owners, without the necessity of a vote of the Members, in an amount sufficient to provide adequate funds to pay such excess costs of repair, reconstruction, or replacement. Such a Special Assessment shall be levied against the Owners in the same pro rata manner as Annual Assessments are levied, and additional Assessments may be made at any time during or following the completion of any repair, reconstruction, or replacement. Any and all sums paid to the Association under and by virtue of such Special Assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds, if any, and Assessments shall be disbursed by the Association in payment of such repair, reconstruction, or replacement pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any funds remaining after defraying such costs shall be retained by and for the benefit of the Association. Special Assessments levied according to this Section may include but are not limited to Special Assessments for insurance deductibles, temporary emergency repairs and uninsured losses as well as the legal or other costs of collection.

Section 9.03. Damage to or Destruction of Improvements to Lots or Parcels. In the event of damage or destruction by fire or other casualty to any improvements to any of the Lots or Parcels, the Owner thereof, at his sole expense, shall be responsible for clearing away the ruins and debris of any damaged improvements or vegetation within thirty (30) days of such damage or destruction, so that the Lot is promptly restored to a clean, orderly, safe, and sightly condition. In the event such Owner shall fail or refuse to clear away the ruins and debris of any damaged improvements within said thirty (30) day period, or such extended period as the Board may allow, in its sole discretion, the Association may enter the Lot, and its agents may undertake (but are not obligated to do so), any such clearing and charge the costs thereof to the responsible Owner.

In the event of such damage or destruction, the responsible Owner shall repair, restore, or rebuild the Lot and/or improvements to substantially the same condition as existed prior to such casualty (or to such new condition as the RWARB may allow) in accordance with the terms, conditions, provisions, and Covenants set forth herein, and all applicable zoning, subdivision, building and other laws, ordinances and regulations. All repairing, restoring, or rebuilding of improvements to any Lot as originally existing shall be promptly commenced no later than 90 days following such damage or destruction, and shall be carried through, without interruption, diligently to conclusion. Should such Owner fail or refuse to promptly repair, restore, or rebuild such Lot or improvements as provided herein, the Association may, at its option, undertake such repair, restoration, or replacement, charge the cost thereof to the responsible Owner, and have a lien on the Lot for the repayment thereof as an Assessment.

ARTICLE X

MAINTENANCE AND REPAIR

Section 10.01. By the Association. Except as otherwise specifically set forth herein, the responsibility of the Association is to repair, maintain and replace any and all improvements located on the Association Property commencing with the completion of same by Declarant and whether or not same are owned by or conveyed to the Association. The improvements shall be maintained in the same condition as originally constructed by Declarant. In the event of any damage or destruction to the Association Property or to the improvements and facilities located thereon by fire, storms, acts of God, acts of government, acts of third parties or other calamity, the Association shall be required to rebuild such improvements and facilities as quickly as practicable.

Section 10.02. By the Lot Owners.

(a) Each Owner shall maintain his Home and all Improvements and personal property upon his Lot in good condition at all times, except any portions thereof to be maintained by the Association (if any) as provided in these Covenants. The exterior of all Homes including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in good condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with color which are harmonious with other Homes, and no excessive rust deposits on the exterior of any Home, peeling of paint or discoloration of same shall be permitted. No Owner shall change the exterior color of his Home

without the consent of the RWARB. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Home shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

(b) The Owner of each Lot containing a Home shall be required to maintain the landscaping of his Lot, and on any contiguous property between his Lot and the pavement edge of any abutting road, in accordance with the provisions of these Covenants and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the Owner in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the Owner. Underground sprinkler systems may be installed, maintained and used to irrigate all landscaping on the Lot, or any other landscaping which the Owner of the Lot is required to maintain pursuant to this Section. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the RWARB. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced and other artificial vegetation shall be placed or maintained on the exterior of any Lot. Notwithstanding the foregoing, no Owner shall install or maintain any landscaping on any portion of his Lot to be maintained by the Association, without the prior written consent of the Association.

(c) In the event that a Lot Owner fails to maintain his Lot or Home in accordance with these Covenants, the Association shall have the right but not the obligation, upon thirty (30) days' written notice to the Lot Owner, to enter upon the Lot for the purpose of performing the maintenance and/or repairs described in such notice to the Lot Owner, as applicable. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited, Legal Fees) shall be assessed by the Association against the Lot Owner as an Individual Expense Assessment.

Section 10.03. Rights of Governmental Authority. Any governmental authority or agency, including, but not limited to the City and the County, their agents, and employees, shall have the right of immediate access to the Property at all times if necessary for the preservation of public health, safety and welfare. Should the Association or its Board fail to maintain the Association Property in accordance with the specifications set forth in the applicable governmental approvals for the Property for an unreasonable time, not to exceed ninety (90) days after written request to do so, the City, the County and any other applicable governmental authority, by and through the affirmative action of a majority of authorized members, directors or officers, shall have the same right, power and authority as is herein given to the Association and its Board to enforce these Covenants and levy Assessments necessary to maintain the Association Property, it being understood that in such event the applicable governing body may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any action required and levy any Assessment that the Association might have taken, either in the name of the Association or otherwise, to cover the cost of maintenance of any Association Property.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Duration. The Covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or any Lot Owner, their respective, heirs, personal representatives, successors, successors-in-title and assigns, for a period of twenty-five (25) years from the date of recordation of this Declaration in the R.M.C. Office. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for additional successive ten (10) year periods, unless otherwise agreed to in writing by the Association.

Section 11.02. Amendments. The process of amending or modifying these Covenants shall be as follows:

(a) Prior to Turnover Date. Until the Turnover Date and except as specifically provided otherwise in this Article X, Declarant may amend this Declaration without the approval of any Member provided the amendment does not materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in these Covenants, and the amendment does not adversely affect the title to any Lot. During any such period prior to the Turnover Date, these Covenants may not be amended without the written joinder of Declarant. Any other amendments of these Covenants prior to the Turnover Date, shall require the vote or written consent of sixty-seven percent (67%) of the votes held by each class of Members of the Association as such classes are set forth herein; provided, however, that the percentage of the votes attributable to each class of Members of the Association necessary to amend a specific provision of these Covenants shall not be less than the prescribed percentage (if any) of affirmative votes required for action to be taken under that provision.

(b) After the Turnover Date. After the Turnover Date, and except for the annexation of additional property, these Covenants may be amended by: (i) the consent of the Owners owning sixty-seven (67%) of all Lots; together with (ii) the approval or ratification of a majority of the Board, provided however, that the percentage of the votes attributable to the Owners and necessary to amend a specific provision of these Covenants shall not be less than the prescribed percentage (if any) of affirmative votes required for action to be taken under that provision. The aforementioned consent of the Owners owning sixty-seven percent (67%) (or such higher percentage, if applicable) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

(c) Scrivener's Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

(d) Amendments affecting Declarant's Rights. Notwithstanding anything to the contrary herein contained, no amendment to these Covenants shall be effective which shall impair or prejudice the rights or priorities of Declarant or the Association, without the specific written approval of Declarant. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to these Covenants shall be effective which would prejudice the rights

of a then Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Common Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedure required for adoption of an amendment to these Covenants after the Turnover Date. Additionally, notwithstanding anything to the contrary contained herein, no amendment to these Covenants shall be effective which shall eliminate, modify, impair or prejudice the rights of Declarant hereunder.

Section 11.03. Enforcement and Waiver. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce in whole or in part any covenant or restriction herein contained, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter. This Declaration shall be governed by, construed, and is enforceable under the laws of the State of South Carolina.

Section 11.04. Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration and the By-Laws and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding upon the Owners. In all cases, the provisions of this Declaration and the By-Laws shall be given the interpretation or construction, in the opinion of the Board, that will best preserve, protect, maintain, and benefit Refuge at Whitehall Subdivision.

Section 11.05. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase, or term of this Declaration be declared or rendered void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto or the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 11.06. Assignment. Declarant reserves the right to assign to the Association or any one or more persons, firms, corporations, partnerships, or associations, any and all rights, powers, duties, easements and estates reserved or given to the Declarant in this Declaration, including, without limitation, the right to grant and assign utility easements from time to time over, under, and within Common Properties.

Section 11.07. Notice. Any notice, demand, or other instrument or written communication required or permitted to be given, served, made or delivered to Declarant hereunder may be given, served, made or delivered by service in person or by mailing the same by certified mail, return receipt requested, postage prepaid, or by overnight courier (e.g., Federal Express), addressed as follows:

Refuge at Whitehall, LLC
attn: Mr. Robert I. Murrie
SRM Real Estate, Inc.
65 Gadsden, Suite 100
Charleston SC 29401

With Copies to:

Gray B. Taylor, Esq.
Buist, Byars, Pearce & Taylor, LLC
1051 Chuck Dawley Blvd.
Mt. Pleasant, SC 29464

or to such other addresses as Declarant may request by written notice to the Owners. Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was personally served or with sufficient postage placed in the mail, certified return receipt requested, or delivered to the overnight courier. Delivery of any notice, demand or communication to a Lot Owner shall be made in accordance with the By-Laws.

Section 11.08. Limited Liability. Neither Declarant, nor the Association, nor the RWARB shall be liable for injury or damage to any person or property (a) caused by the elements or by any Owner or any other person; (b) caused in whole or in part from rain or other surface water or any tidal waters which may leak or flow from and/or on or along any portion of the Common Properties; or (c) caused by the malfunction or failure of any pipe, plumbing, drain, conduit, pump, road, appliance, structure, equipment, security system, utility line, or facility which the Association is responsible for maintaining.

The Declarant, RWARB, and the Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Properties or any other portion of the Subdivision, nor any alleged trespass or damage resulting from entering upon any Lot under any authority provided herein and taking actions thereon as are allowable hereunder.

Further, no diminution, abatement or deferral of Assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of Declarant or the Association to take action or perform a function required to be taken or performed by Declarant or the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of Declarant or the Association, or from any action taken by them to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay any such Assessment authorized herein being separate and independent obligations on the part of each Owner.

Section 11.09. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

Section 11.10. Construction. The language in all of the parts of this Declaration and the By-Laws shall be construed as a whole according to its fair meaning, and not strictly for or against either Declarant, RWARB, the Association, or the Lot and Parcel Owners. By the acceptance and the recordation of a deed of conveyance to any Lot Owner in the R.M.C. Office, such Owner acknowledges that such Owner and/or his counsel have reviewed this Declaration, and that any

rule of construction to the effect of ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Declaration, the By-Laws, or any amendments thereto.

Section 11.11. Termination of Association. In the event this Declaration is declared void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto or the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording of this Declaration, all Common Properties and other properties belonging to the Association at the time of such adjudication shall revert to the Declarant, its successors and assigns, and the Declarant, its successors and assigns, shall own and operate said Common Properties and other properties as trustee for the use and benefit of the Owners as set forth herein. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, all Common Properties and other properties owned by the Association at such time shall be transferred by the Association to a trustee appointed by the Court of Common Pleas of Dorchester County, South Carolina, which trustee shall own and operate said Common Properties and other properties for the use and benefit of Owners within the Subdivision as set forth herein.

(a) In any of the foregoing events, each Lot shall continue to be subject to the Assessments which shall be paid by the Owner to the Declarant or trustee, whichever becomes successor in title to the Association. The amount of the Assessments which may be charged by the Declarant or trustee shall be established in accordance with the provisions set forth herein.

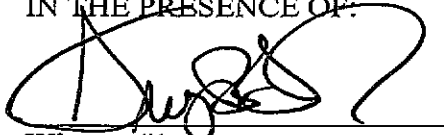
(b) Any past due Assessments together with any delinquent payment fees thereon, and all costs of collection, interest and reasonable attorneys' fees, shall continue to be the personal obligation of the Owner and a continuing lien on the Lot and all improvements thereon against which the Assessment was made.

(c) The Declarant or trustee, as the case may be, shall be required to use the funds collected as Assessments for the operation, maintenance, repair, and preservation of the Subdivision in accordance with this Declaration, and the Declarant or trustee may charge as a part of the costs of such services and functions a reasonable fee for its services in carrying out the duties herein provided. Neither the Declarant nor the trustee shall have the obligation to provide for the operation, maintenance, repair, and upkeep of the Common Properties once the funds provided by the Assessments may have become exhausted.

(d) The Declarant or trustee shall have the right and power to convey title to the Common Properties and to assign the rights of Declarant and the Association hereunder, provided that such conveyance is first approved in writing by the Owners by a two-thirds majority vote, with voting rights in the same percentages as set forth for the Association Members herein. The agreement of the required percentage of Owners to such a conveyance and/or assignment of rights shall be evidenced by the sworn statement executed by the proper authorized officer(s) of Declarant, or the trustee, attached to or incorporated in such instrument executed by the Declarant or trustee, stating that the agreement of the required parties was lawfully obtained in accordance with this Declaration.

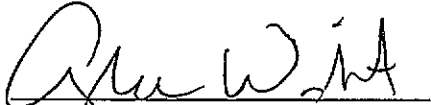
IN WITNESS WHEREOF, Refuge at Whitehall, LLC, by SRM Real Estate, Inc., its Manager, by Robert I. Murrie, its President, has caused these presents to be signed this 4th day of December, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

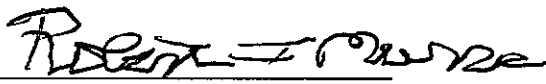


Witness #1

Refuge at Whitehall, LLC
By: SRM Real Estate, Inc.
Its: Manager




Witness #2



By: Robert I. Murrie
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

The foregoing instrument was acknowledged before me by Refuge at Whitehall, LLC, by SRM Real Estate, Inc., its Manager, by Robert I. Murrie, its President, this 4th day of December, 2003.



(SEAL)
Notary Public for South Carolina
My commission expires: 12/16/08

Exhibit "A"

ALL those pieces, parcels, or tracts of land situate, lying and being in the County of Dorchester, State of South Carolina and shown and designated as Lots 1-64 on a Plat by Connor Engineering, Inc. entitled "A FINAL SUBDIVISION PLAT OF THE REFUGE AT WHITEHALL OWNED BY THE REFUGE AT WHITEHALL, LLC. LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", said Plat dated October 17, 2003, and recorded December 1, 2003 in the RMC Office for Dorchester County in Plat Book K-83, Page 131. Said Tract having such metes, bounds, buttings, boundings, courses and distances as are shown on said plat.

This being the same property conveyed to Refuge at Whitehall, LLC by deed of Templeton & Huff, LLC dated August 29, 2002 and recorded September 4, 2002 in the RMC Office for Dorchester County in Book 3222, Page 273.

TMS No. 180-03-05-030	TMS No. 180-03-05-060	TMS No. 180-03-07-018
180-03-05-031	180-03-05-061	180-03-07-019
180-03-05-032	180-03-05-062	180-03-07-020
180-03-05-033	180-03-05-063	180-03-07-021
180-03-05-034	180-03-05-064	180-03-07-022
180-03-05-035	180-03-05-065	180-03-07-023
180-03-05-036	180-03-05-066	180-03-07-024
180-03-05-037	180-03-05-067	180-03-07-025
180-03-05-038	180-03-05-068	
180-03-05-039	180-03-05-069	
180-03-05-040	180-03-05-070	
180-03-05-041	180-03-05-071	
180-03-05-042	180-03-05-072	
180-03-05-043	180-03-05-073	
180-03-05-044	180-03-07-001	
180-03-05-045	180-03-07-002	
180-03-05-046	180-03-07-003	
180-03-05-047	180-03-07-004	
180-03-05-048	180-03-07-005	
180-03-05-049	180-03-07-006	
180-03-05-050	180-03-07-007	
180-03-05-051	180-03-07-008	
180-03-05-052	180-03-07-009	
180-03-05-053	180-03-07-010	
180-03-05-054	180-03-07-011	
180-03-05-055	180-03-07-012	
180-03-05-056	180-03-07-013	
180-03-05-057	180-03-07-014	
180-03-05-058	180-03-07-015	
180-03-05-059	180-03-07-016	
	180-03-07-017	

Exhibit "B"

Initial Common Property Description

ALL that piece, parcel, or tract of land situate, lying and being in the County of Dorchester, State of South Carolina and shown and designated as "COMMON AREA" on a Plat by Connor Engineering, Inc. entitled "A FINAL SUBDIVISION PLAT OF THE REFUGE AT WHITEHALL OWNED BY THE REFUGE AT WHITEHALL, LLC. LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", said Plat dated October 17, 2003, and recorded December 1, 2003 in the RMC Office for Dorchester County in Plat Book K-83, Page 131. Said COMMON AREAS having such metes, bounds, buttings, boundings, courses and distances as are shown on said plat.

TMS No. out of parcel 180-00-00-044

BK 3921PG084

Exhibit "C"

Conservation Easement in favor of The Middleton Place Foundation

20-00

BK 2580PG203

Sinkler + Boyd, P. A.
P.O. Box 340
Charleston, SC 29401

FILED-RECORDED
LHC / RCD

STATE OF SOUTH CAROLINA) 2000 DEC 29 PH 1:57
)
COUNTY OF DORCHESTER) CONSERVATION EASEMENT
)
) DORCHESTER COUNTY, SC

THIS GRANT OF CONSERVATION EASEMENT is made this 27th day of December, 2000, by Templeton & Huff, LLC, having an address at 216 Calhoun St., Charleston, SC 29401 (hereinafter "Grantor"), in favor of The Middleton Place Foundation, having an address at 4300 Ashley River Road, Charleston, South Carolina 29414 (hereinafter "Grantee").

WHEREAS, The Middleton Place Foundation is the owner of the historic core of Middleton Place on the Ashley River in Dorchester County; and,

WHEREAS, some 110 acres of Middleton Place has been designated a National Historic Landmark and comprises the oldest landscaped gardens in America and the home of a signer of the Declaration of Independence; and,

WHEREAS, Grantor is the sole owner in fee simple of certain real property located across the Ashley River from Middleton Place, said property being shown and delineated as Tract "B" 26.51 Acres on a plat prepared by Joseph O. Eelman, SCRLS, dated August 30, 1999, and recorded in the office of the Register of Deeds for Dorchester County in Plat Cabinet J, Slide 144, and being more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter "the Protected Property"); and,

WHEREAS, a preliminary subdivision plat of the Protected Property has been prepared and is entitled "Preliminary Plat Showing the Subdivision of Tract 'B' 26.51 Acres TMS 180-00-00-044 to form Lots 1 through 65 Whitehall Point Property of Templeton & Huff, LLC Located near the Oakbrook Area Dorchester County, SC" and is dated December 9, 2000 (the "Preliminary Plat"), and by reference, the Preliminary Plat is made a part of this Conservation Easement; and

WHEREAS, the Protected Property possesses significant natural, ecological, scenic, and open space values (collectively "Conservation Values") of great importance to Grantor, to Grantee and to the people of this state and nation, including wetlands, wetland border areas and marshlands; and

WHEREAS, the Ashley River corridor in South Carolina in recent years has suffered a tremendous loss of critical ecosystems, scenic property, wetlands, wildlife habitat, prime farm land

POOR ORIGINAL

and timber land, and other cultural, historic and natural resources; and

WHEREAS, Grantee is a publicly supported, tax exempt, non-profit organization whose purposes include one or more of the following: (1) the protection of natural, scenic, or open-space aspects of real property; (2) ensuring the availability of real property for forest, recreational, educational, or open-space use; (3) protecting natural resources; (4) maintaining or enhancing air and water quality; and (5) preserving the historical, archaeological, and cultural aspects of real property; and,

WHEREAS, by act of the Legislature of the State of South Carolina, as recorded in South Carolina Code Ann. (1976, as amended) Section 27-8-10, *et seq.* (The South Carolina Conservation Easement Act of 1991), the State of South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as recorded in South Carolina Code Ann. (1990, as amended) Section 27-8-20, the State of South Carolina recognizes and authorizes the Grantee to hold conservation easements; and,

WHEREAS, the Grantee is an organizations whose purposes and powers include one or more of the purposes set forth in SC Code Ann. Section 27-8-20(1) authorizing Grantee to be a holder of conservation easements as contemplated by the South Carolina Conservation Easement Act of 1991, and agrees by accepting this grant to preserve and protect the conservation values of the Protected Property in perpetuity; and,

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

WHEREAS, Grantor is willing to forego forever the right to exploit fully the financial potential of the Protected Property by encumbering the Protected Property with a Conservation Easement;

WHEREAS, the Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the South Carolina Conservation Easement Act of 1991 and Section 170(h) of the Internal Revenue Code of 1986 and the laws of the State of South Carolina, as amended, Grantor hereby voluntarily grants and conveys to Grantee and its successors and permitted assigns a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the

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"Easement"). Grantor herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

By Execution of this Easement, the Grantee accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, if any, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

A. Purpose. It is the purpose of this easement to protect the wetlands, open space, and other natural resources of the Protected Property to the extent required hereunder and, to the extent not specifically required hereunder as feasible within the context of reasonable development as allowed under the zoning ordinance and coastal management laws administered by the County of Dorchester, the South Carolina Office of Ocean and Coastal Resource Management, and other regulatory authorities. It is also the purpose of this easement to protect, to the greatest extent possible, the "view-shed" of the Ashley River so that the view across the Ashley River from Middleton Place is maintained in its present and historic condition. (Hereinafter these will be known as the Purposes of this Conservation Easement.)

B. Restrictive covenants and conservation easements.

1. Buffer areas. There are hereby established buffer areas on the Protected Property, abutting all marshlands bordering on and/or within the Protected Property, and having a width varying between fifty feet (50') and one hundred eighty feet (180') measured from the edge of the "Critical Area" as determined by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management, and shown and delineated as the "Undisturbed Buffer" on the Preliminary Plat of the Protected Property as described above (the "buffer areas"). The buffer areas shall also include the area outside the Critical Area designated on the plat of the Protected Property with the notation "Wetland to Remain Undisturbed".

Except as set forth below, within the buffer areas, all natural vegetation must be left

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BK 3921PG088

BK 2580PG206

in place undisturbed, the buffer areas shall be kept in their natural and wild state, and no construction, development or alteration of the surface or subsurface conditions shall occur. To the greatest extent possible, the buffer areas shall be maintained as an opaque buffer, so that development on the landward side of the buffer areas shall not be visible from the Ashley River and Middleton Place.



The Lots numbered 12, 13, 14, 15 and 16 on the Preliminary Plat will contain an undisturbed buffer as shown on the Preliminary Plat, with no view corridors. Lots 1 through 11 and Lot 17 will be allowed a view corridor to the Ashley River or its marshes in a fixed location and width (no greater than 25 feet) as shown on the Preliminary Plat.

The following Lots having marsh frontage as shown on the Preliminary Plat (Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28) shall be allowed a view corridor 35 ft. wide to allow a view of the Ashley River or its marshes. These view corridors shall be in a location established by locating the center of the frontage line of the Lot along Fiume Drive and the center of the lot line bordering the marsh. These two points connected will form the centerline of the view corridor that may extend 17.5 ft. on either side of this centerline. Provided, however, that any lots having an average width of less than one hundred feet shall be limited to view corridors of twenty-five (25) feet, extending 12.5 feet on either side of the centerline as established herein.

Within the view corridors as established above, vegetation may be cleared to allow a view of the Ashley River or its marshes; provided, however, that the clearing of vegetation must be limited to shrubs and small trees having a diameter at breast height of less than six inches (6"). For all trees having a diameter at breast height of six inches (6") or greater, there shall be no pruning or girdling in such a manner as to impair the health of the tree.

Provided, further, that no view corridor shall be established in a location which will allow any house or other structure to be visible from Middleton Place.

The Grantor shall have the right to combine or reconfigure Lots 11, 12, 13, 14, 15, 16 and 17 so long as the undisturbed buffer and the fixed view corridor adjacent to these Lots remains unchanged. The Grantor shall also have the right to combine or reconfigure the remaining Lots as shown on the Preliminary Plat subject to the provisions of this Conservation Easement.

Prior to the sale by the Grantor of any lots covered by this Conservation Easement, a final subdivision plat shall be prepared. In preparing the final subdivision plat, the Grantor shall cause the buffer areas to be permanently marked with survey irons or similar markers. The final subdivision plat shall also depict the view corridors as allowed under this Conservation Easement.

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BK 2580PG207

Upon preparation of the final subdivision plat, and prior to recording, the Grantor and Grantee shall review the plat and make any adjustments to view corridors necessary to fully carry out the intent of this Conservation Easement. Upon mutual agreement the final subdivision plat as adjusted shall be recorded.

2. Restrictions as to docks. Grantor will not apply for or construct, or allow others to apply for or construct, any boardwalks or docks on, across, or over the marshlands and buffer areas of the Protected Property. Provided, however, Grantor shall be allowed to construct one small dock for the common use of the development at the location designated as "Common Dock Site" on the aforesaid plat, said dock to be constructed of natural materials (or such other materials as may be approved by Grantee in writing), with no roof structure, no boat lifts, no sinks or other clean-up areas, and with as low a profile as shall be allowed by state permitting authorities, with a fixed pier no larger than 12 feet by 12 feet, and a floating dock no larger than 12 feet by 6 feet.

No docks
except
one

3. Additional Restrictions on Development.

a. Height and Color Restrictions. All homes constructed within the development on the Protected Property shall be limited to a maximum height of thirty-five (35) feet above the natural grade elevation with allowance for a crawl space not to exceed 3 feet, or, where applicable flood insurance regulations require a first floor elevation above the natural grade elevation, a maximum height of thirty-five (35) feet above the minimum first floor elevation required by such flood insurance regulations, unless a greater height is approved in writing by the Grantee after a demonstration that a greater height structure would not be visible from Middleton Place. All homes constructed within Lots 1 through 29 as shown on the Preliminary Plat shall be painted or constructed of materials which are natural tones which will blend into the natural scenery, and shall not be painted colors such as whites, pinks, yellows or similar colors which tend to be visible through the natural buffer.

b. Outdoor Lighting Restrictions. All outdoor lighting within the Protected Property shall be minimized to the extent feasible, directed downward only, and shall be shielded so that, to the greatest extent possible, the source of the lighting is not visible through the natural buffer.

4. Notice to Subsequent Purchasers of Lots. In addition to the legal notice provided by the proper recording of this instrument, Grantor shall provide notice of the requirements of this Conservation Easement to its subsequent grantees of Lots within the development, as follows:

a. Contracts and leases. All contracts of sale and leases for Lots 1 through 29

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as shown on the Preliminary Plat shall contain the following provision: "This lot is subject to the terms and conditions of the Conservation Easement given by Templeton & Huff, LLC to The Middleton Place Foundation, dated December ____, 2000, and recorded in the office of the Register of Deeds for Dorchester County in Deed Book __ at Page __. The Conservation Easement places certain restrictions on this lot. The lot contains a Buffer Area; within this buffer area, all natural vegetation must be left in place undisturbed, the buffer areas shall be kept in their natural and wild state, and no construction, development or alteration of the surface or subsurface conditions shall occur. To the greatest extent possible, the buffer areas shall be maintained as an opaque buffer, so that development on the landward side of the buffer areas shall not be visible from the Ashley River and Middleton Place. For a full explanation of the rights and obligations within this buffer area, the Conservation Easement should be consulted."

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b. Lot Survey. Upon closing of the sale of any lot covered by this agreement, the purchaser shall be provided an individual lot survey that clearly delineates the Buffer Area covered by this Conservation Easement, and that contains a notation with the same language stated in item a. above.

c. Deeds for Lots. Upon closing of the sale of any lot covered by this agreement, the deed conveying title to the purchaser shall contain a statement with the same language stated in item a. above.

The failure of Grantor to perform any act required by this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

C. Rights of Grantee. Grantor hereby grants the following rights to the Grantee:

- (A) to preserve and protect the conservation values of the Protected Property;
- (B) to have visual access to and view of the buffer areas of the Protected Property in its natural, scenic, open and undisturbed condition; provided that such right shall not be construed to permit general public access over or upon any portion of the Protected Property;
- (C) to prevent Grantor or third persons from conducting any activity on or use of the Protected Property that is inconsistent with the Purposes of this Conservation Easement and to require Grantor or third persons to restore such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to subparagraph D. below;
- (D) to enter upon the Protected Property at reasonable times in order to monitor

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Grantor's, and/or Grantor's successors in title's, compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor or its successors in title, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.

D. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee (or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if Grantor shall fail to begin curing such violation within said thirty (30) day period, or fail to continue diligently to cure such violation until finally cured), Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the conservation values of the Protected Property, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, Grantee may pursue its legal and equitable remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire.

Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to seek the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

In the event of a violation of this Easement caused solely by an owner of an individual lot covered by this Easement, then provided that the Grantor has fully complied with the notice provisions of subsection B.4. above, all rights of enforcement shall be exercised only against the

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owner(s) of such lot.

E. Costs of Enforcement. If Grantee prevails in any action to enforce the terms of this Easement, any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

F. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

G. Costs, Liabilities, and Taxes. Grantor and the successors in title to the Grantor retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

H. Assignment. The rights under this Easement shall be assignable by a Grantee only (i) if as a condition of any assignment, the Grantee requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under South Carolina law as an eligible donee to receive this Easement directly. In the event that any Grantee ceases to exist or exists but no longer as a tax-exempt, non-profit corporation, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as amended, or no longer qualifies under South Carolina law to be a holder of this Easement, then this Easement shall continue in effect under the rights held by the remaining Grantees; in the event that none of the Grantees remains so qualified, this Easement shall automatically become vested in the following tax-exempt, non-profit organizations, qualified under Section 501(c)(3) and 170(h)(3) of the Internal Revenue Code of 1986, as amended, in the order of priority as listed below:

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1. Lowcountry Open Land Trust
2. South Carolina Coastal Conservation League

or to similarly qualified conservation organization.

I. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: c/o Special Properties
216 Calhoun St.
Charleston, SC 29401

To Grantee: c/o Charles Duell
The Middleton Place Foundation
4300 Ashley River Road
Charleston, SC 29414

or to such other address as any of the parties from time to time shall designate by written notice to the others.

J. Recordation. Grantee shall record this instrument in timely fashion in the Office of the Register of Deeds for Dorchester County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

K. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

L. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid.

M. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be

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affected thereby.

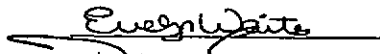
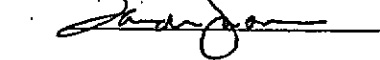
N. Binding effect. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property.

O. Condemnation. If all or a part of the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in accordance with applicable law.


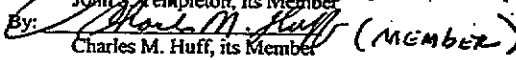
P. Amendment. This Conservation Easement may be amended at any time by written instrument signed by the Grantor and the Grantee, or their successors or assigns, and recorded in Dorchester County. At such time as the final subdivision plat of the Protected Property is approved by the Grantee and Dorchester County and is recorded, this Conservation Easement shall be amended to delete reference to the Preliminary Plat and replace it with reference to the final plat.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be executed in their respective corporate names by their duly authorized officers as of the 26th day of December, in the year of our Lord Two Thousand (2000).

Signed Sealed and Delivered
in the presence of

TEMPLETON & HUFF, LLC
(SEAL)

By:  Member
John S. Templeton, its Member
By:  (MEMBER)
Charles M. Huff, its Member

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THE MIDDLETON PLACE FOUNDATION
(SEAL)

Evelyn White
Jan Gann

By: [Signature]
Its: PRESIDENT

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within named Templeton & Huff, LLC, by John S. Templeton its member, and by Charles M. Huff, its member sign, seal and as its act and deed, deliver the within written CONSERVATION EASEMENT for the uses and purposes therein mentioned, and that s/he, with the other witness, witnessed the execution thereof.

Evelyn Waite

SWORN ~~TO~~ before me this
27th day of January, 2000.

John S. Templeton (SEAL)
Notary Public for South Carolina
My Commission Expires: 12/12/10

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within named THE MIDDLETON PLACE FOUNDATION, by Charles Duell, its President, sign, seal and as its act and deed, deliver the within written CONSERVATION EASEMENT for the uses and purposes therein mentioned, and that s/he, with the other witness, witnessed the execution thereof.

Evelyn Waters

SWORN TO before me this

28th day of December, 2000.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 10/22/10

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**Exhibit A
Description of Protected Property**

ALL that piece, parcel or tract of land situate, lying and being in the County of Dorchester, State of South Carolina, and shown and designated as "Tract B, 26.51 Acres on a plat by Joseph O Eelman, S.C.R.L.S. entitled A Boundary Survey Showing the Subdivision of Tract A TMS 171-00-00-046 to Form Tract B Whitehall Plantation Y." Said Plat dated August 30, 1999, and recorded October 18, 1999, in the RMC Office, for Dorchester County in Plat Cabinet J, Slide 144. Said Tract having such metes, bounds, buttings, boundings, courses and distances as are shown on said plat.

TOGETHER with easement for ingress/egress as set forth in that certain Easement Agreement between Mid-Atlantic Development Company of Charleston, LLP and Templeton & Huff, LLC dated October 18, 1999, and recorded in the RMC Office for Dorchester County in Book 2301, page 048.

BEING the same property conveyed to Templeton & Huff, LLC herein by deed of Godley Auction Company, Inc. and recorded October 19, 1999, in the RMC Office for Dorchester County in Book 2301, at page 053.

TMS# 180-00-00-044

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 29th
Day of Dec 2000
at 1:50 P. M. and recorded
in book 2580 page 048
LINDA T MESSERY
REGISTER OF MESNE CONVEYANCES

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Exhibit "D"

By-Laws of the Refuge at Whitehall Owners Association, Inc.

ARTICLE I
General

Section 1.01. Applicability. These By-Laws provide for the self-government of Refuge at Whitehall Owners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State of South Carolina and the Declaration of Covenants and Restrictions for Refuge at Whitehall, recorded in the RMC Office for Charleston County, South Carolina (the "Declaration").

Section 1.02. Name. The name of the association is Refuge at Whitehall Owners Association, Inc. ("Association").

Section 1.03. Definitions. The terms used herein shall have their generally accepted meanings or such meaning as are specified in Article I of the Declaration.

Section 1.04. Membership.

Each Member shall be entitled to the benefit of, and be subject to, the provisions of Association Documents. The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be established and terminated as set forth below and in the Articles:

(a) Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance in the R.M.C. Office. Otherwise, voting rights attributable to an ownership interest shall vest upon the recording of this Declaration. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(b) The Association shall have three (3) classes of voting membership:

(i) "Class A Members" shall be all Members, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned.

(ii) "Class B Members" shall be Declarant who shall be entitled to two times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the Turnover Date.

- (iii) "Class C Members" shall be the Owners of Lots 31-38, 40 and 41. Class C Members of the Association shall be treated in all respects as either Members of Class A or Class B, except that by virtue of their membership in Class B they shall collectively be responsible for all expenses related to the repair, maintenance and upkeep of the "NEW 20' COMMON ACCESS EASEMENT FOR LOTS 30-38, 40-41" as shown on a Plat by Connor Engineering, Inc. entitled "A FINAL SUBDIVISION PLAT OF THE REFUGE AT WHITEHALL OWNED BY THE REFUGE AT WHITEHALL, LLC. LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", said Plat dated October 17, 2003, and recorded December 1, 2003 in the RMC Office for Dorchester County in Plat Book K-83, Page 131.

On the Turnover Date, Class A Members including Declarant shall assume control of the Association and elect the Board.

(c) The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and, nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

(e) Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot, but shall remain personally liable to the Association for any unpaid Assessments levied upon the subject Lot which accrue during the period of such Person's ownership of the Lot.

(f) There shall be only one (1) vote for each Lot, except for Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one all such persons shall be Members, but no more than one vote shall be cast with respect to any Lot. The vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless otherwise notified by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of any co-owner shall be conclusively presumed to be the majority vote of the Owners of that Lot.

Section 1.05. Majority. As used in these By-Laws, the term "majority" shall mean those votes, totaling more than fifty percent (50%) of the total number of eligible votes. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these By-Laws, all decisions shall be by majority vote.

Section 1.06. Establishment and Purpose of The Association. Refuge at Whitehall is a private, exclusive community carefully and comprehensively planned by Declarant so as to preserve, protect, complement, and enhance the natural ambiance of the Property.

Declarant has established the Association for the purpose of exercising powers of owning, maintaining, repairing, reconstructing, improving, and administering the Common Properties, providing common services, administering and enforcing the within Covenants and the conditions and restrictions set forth herein, levying, collecting, and disbursing the Assessments and charges herein imposed, holding, owning, and utilizing the easements it may enjoy, and for other purposes.

It is Declarant's intention to convey a perpetual easement to the Association over the Common Properties and any and all improvements and personal property associated therewith, which are to be held and administered in accordance with this Declaration. Declarant further reserves the right to convey or transfer to the Association any and all rights and obligations of Declarant set forth herein. The legal costs and expenses of such conveyances shall be borne by Declarant.

ARTICLE II
Meeting of Members

Section 2.01. Annual Meetings. The regular annual meeting of the members shall be held during the month of December of each year with the date, hour, and place to be set by the Board of Directors.

Section 2.02. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President, the Secretary, or by request of any two (2) or more members of the Board of Directors, or upon written petition of twenty-five percent (25%) of the Owners. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these By-Laws.

Section 2.03. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to each Owner of record a notice of each annual or special meeting of the Association at least fifteen (15) days prior to each meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it will be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than his or her Lot, the Owner shall designate in writing to the Secretary such other address. The mailing or delivering of notice of meetings in the manner provided in this Section shall be considered proper service of notice.

Section 2.04. Waiver of Notice. Waiver of notice of meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the

Owners, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of such notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 2.05. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast fifty percent (50%) of the vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or by these By-Laws shall not be counted as eligible votes toward the quorum requirement.

Section 2.06. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 2.07. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or telefax transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Association, except that the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. In the event a member neither attends the meeting nor returns an executed proxy, then such member shall be deemed to be present for purposes of determining a quorum and shall be deemed to have given his proxy to and for the majority present and voting.

Section 2.08. Action Without a Meeting. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter.

(a) A written ballot shall:

- (1) Set forth each proposed action; and
- (2) Provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant to this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that

would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall:

(1) Indicate the number of responses needed to meet the quorum requirements;

(2) State the percentage of approvals necessary to approve each matter other than election of directors; and

(3) Specify the time by which a ballot must be received by the Association in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

Section 2.09. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these By-Laws or Articles of Incorporation.

Section 2.10. Record Date. The Association may establish such record date for Membership as may be authorized by the South Carolina Nonprofit Corporation Act or applicable South Carolina law.

ARTICLE III **Board of Directors**

Section 3.01. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of five (5) persons. The directors shall be Owners of Lots or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

Section 3.02. Directors During Declarant Control. Until the Turnover Date, Declarant shall have the right and power to select and appoint all members of the Board of Directors. The initial directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant until the Turnover Date. The directors selected by Declarant need not be Members of the Association or Owners.

Section 3.03. Veto. Declarant shall have the veto power over all actions of the Board of Directors of the Association as is more fully provided below. This power shall expire when waived in writing by the Declarant, or fifteen (15) years from the date of recording of the Declaration, whichever first occurs. This veto power shall be exercised only by Declarant, its successors and assigns. The veto shall be as follows:

No action authorized by the Board shall become effective, nor shall any action, policy or program be implemented until and unless:

(a) Declarant shall have been given written notice of the meeting at which an action is to be taken by certified mail, return receipt requested or by personal delivery, at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the terms of these By-Laws as to regular and special meetings of the Directors, and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity at any such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion from the floor of any prospective action, policy or program to be implemented by the Board. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Association and/or the Board. At such meeting, Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors and to be taken by said Board, the Association or any individual member of the Association if Board approval is necessary for said member's action. Said veto may be exercised by Declarant, its representatives, or agents at the meeting held pursuant to the terms and provisions hereof or in writing within ten (10) days of written notice of the proposed action. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board or Association. If Declarant so desires, Declarant may construe this veto power as Declarant, being a member of the Board of Directors, existing in a class of directors independent from the other Board members with a term equal to the term of the veto power and with the powers as described herein.

Section 3.04. Election and Term of Office.

(a) Directors shall serve for terms as provided herein, to wit: initially, the term of two (2) Directors shall be fixed at one (1) year; the term of two (2) Directors shall be fixed at two (2) years; and the term of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. If additional directors shall exist, their initial terms shall be fixed so as to create a staggered term thereafter. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association or until they resign, whichever first occurs.

(b) At the first annual meeting of the membership after the termination of the Declarant's majority position in the Association, and at each annual meeting of the membership thereafter, Directors shall be elected by members of the Association in accordance with their voting powers, as further specified in the Declaration and the Articles of Incorporation. Members shall vote on all directors to be elected, and the candidates receiving a plurality of votes shall be elected.

Section 3.05. Removal of Members of the Board of Directors. Any one or more of the members of the Board of Directors may be removed with or without cause by a Majority of the members

of the Association and a successor may then and there be elected to fill the vacancy thus created. Moreover, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in payment of any assessment may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 3.06. Vacancies. Vacancies in the Board of Directors caused by any reason, except the removal of a director by vote of the membership, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the director being replaced.

Section 3.07. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

Section 3.08. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other director to leave the room during the discussion.

Section 3.09. Nomination of Directors. Except with respect to Directors selected by the Declarant, nomination for election to the Board shall be made by a Nominating RWARB. The Nominating RWARB shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating RWARB shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the time of appointment until the close of the annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating RWARB shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor, also. All candidates shall have a reasonable opportunity, if they so desire, to communicate their qualifications to the members and to solicit votes.

Section 3.10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least twice during each fiscal year. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

Section 3.11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Vice President, Secretary, or Treasurer in like manner on like notice on the written request of at least two (2) directors.

Section 3.12. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of the notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book recorded therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A Majority of directors shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other .

Section 3.14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 3.15. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent must describe the action taken and be signed by no fewer than all of the directors and such written consent or consents shall be filed with the minutes of the Board of Directors.

Section 3.16. Powers and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Property and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these By-Laws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following (subject, however, to the limitation provided for in the Declaration), in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all Common Properties;
- (d) designate, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair, and replacement of the Common Property, Association property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) collecting the assessment, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;
- (g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Property in accordance with the other provisions of the Declaration and these By-Laws, after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By Laws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expense incurred; and

(m) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations.

(n) the repair, maintenance and upkeep of the "NEW 20' COMMON ACCESS EASEMENT FOR LOTS 30-38, 40-41" as shown on a Plat by Connor Engineering, Inc. entitled "A FINAL SUBDIVISION PLAT OF THE REFUGE AT WHITEHALL OWNED BY THE REFUGE AT WHITEHALL, LLC. LOCATED IN THE CITY OF NORTH CHARLESTON DORCHESTER COUNTY SOUTH CAROLINA", said Plat dated October 17, 2003, and recorded December 1, 2003 in the RMC Office for Dorchester County in Plat Book K-83, Page 131. However, all costs associated with this Section 3.16(n) shall be divided pro rata among the Class C Members of the Association.

Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 3.17. Limitations on Powers and Duties of the Association. Notwithstanding any other provision contained herein to the contrary, neither the Board of Directors acting on behalf of the Association, nor the Association as an entity, shall have any right, privilege, power nor standing to proceed on any cause of action, claim or demand arising from or related to any property, real, personal or intangible, unless such property is owned and titled to the Association and the Association shall have no right, title, power or privilege to act on behalf of any other person, including Owners, derivatively or otherwise, in respect to any other property not owned and titled to the Association.

Section 3.18. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable efforts in any management contract to provide for termination of such contract with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3.19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement of the Common Property and facilities without the approval of the members of the Association; the Board shall also be authorized to borrow money for other purposes; provided, however, the Board shall obtain membership approval in the same manner as provided in the Declaration for special assessments if the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Property.

Section 3.20. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director, and the Declarant, against any and all expenses, including, without limitation, Legal Fees, imposed upon or reasonably incurred by any officer or director or the Declarant in connection with any action, suit, or other proceedings to which such officer or director may be a party be reason of being or having been an officer, director or otherwise acted in accordance with the terms hereof or on behalf of the Association hereunder. Neither the

officers and directors nor Declarant shall be liable for any mistake of judgment, negligent or otherwise, except for individual willful misfeasance, malfeasance, misconduct or bad faith. Neither the officers and directors nor Declarant shall have any personal liability with respect to any contract or other commitment made by any of them, in good faith, on behalf of the Association (except to the extent that such officers and directors or Declarant may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director and Declarant free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director or Declarant, or former officer or director may be entitled. The Association shall maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such coverage is reasonably available.

Section 3.21. Nominating RWARB. Pursuant to Section 7 of this Article, there shall be a Nominating RWARB composed of three (3) members appointed in the manner and to perform the functions specified in this Article.

Section 3.22. Other RWARB's. There shall be such other RWARB's as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3.23. Service on RWARBs. Unless otherwise provided in these By-Laws or in the resolution authorizing a particular RWARB, the members of any RWARB shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any RWARB member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE IV **Officers**

Section 4.01. Designation. The principal offices of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President and Vice President shall be elected by and from the Board of Directors. The Secretary and Treasurer shall be elected by the Board of Directors, but need not be Board members. The Board of Directors may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be members of the Board of Directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members and shall hold office at the pleasure of the Board of Directors and until a successor is elected.

Section 4.03. Removal of Officers. Upon the affirmative vote of a Majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4.04. Vacancies. 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 4.05. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Code, including, but not limited to, the power to appoint RWARB from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.06. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 4.07. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under South Carolina law.

Section 4.08. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 4.09. Other Officers. Other officers may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

Section 4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contract, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) offices or by such other person or persons as may be designate by resolution of the Board of Directors.

ARTICLE V.

Rule Making and Enforcement

Section 5.01. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conducts, us, and enjoyment of Lots and the Common Property; provided, copies of all such rules and regulations

shall be furnished to all Owners and Occupants. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any Occupant of a Lot violates the Declaration, By Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and the Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Lot Owner shall pay the fine upon notice of the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter .

Section 5.02. Fining and Suspension Procedures. The Board shall not impose a fine, suspend the right to vote (unless an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association in which case such suspension shall be automatic), or suspend the right to use the Common Property unless and until notice of the violation is given as provided in subsection (a) below:

(a) Notice. If any provision of the Declaration or By-laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be effective upon the date of the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within ten (10) days from the date of notice. In the event of a continuing violation, each day the violation continues constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

Section 5.03. Additional Enforcement Rules. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board of Directors, may elect to enforce any provisions of the Declaration, the By-laws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and monetary damages or both without the necessity for compliance with the procedure set forth in this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including Legal Fees.

The Association or its duly authorized agent shall have the power to enter a Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the

rules and regulations. All costs of self-help, including Legal Fees, shall be assessed against the violating Lot Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE VI.
Miscellaneous

Section 6.01. Notices. Unless otherwise provided in these By-laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;

(b) If to an Occupant, at the address of the Lot occupied; or

(c) If to the Association, the Board of Directors or the managing agent at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 6.02. Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws or the Declaration.

Section 6.03. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By Laws or the intent of any provisions thereof.

Section 6.04. Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 6.05. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board of Directors. In the absence of such resolution by the Board of Directors, the fiscal year shall be the calendar year.

Section 6.06. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant.

Section 6.07. Conflicts. The duties and powers of the Association shall be those set forth in the South Carolina Nonprofit Corporation Code, the Declaration, these By-Laws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the South

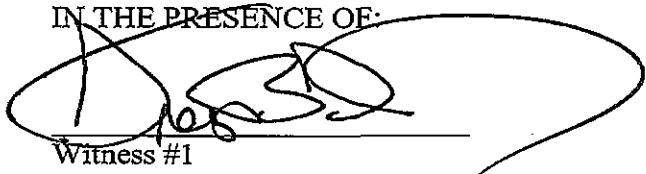
Carolina Nonprofit Corporation Code, the Declaration, these By-Laws, or the Articles of Incorporation, then the provisions of the South Carolina Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

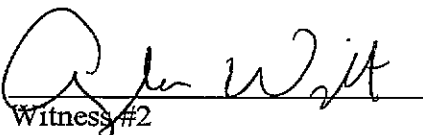
Section 6.08. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or By-Laws, in which case such higher vote shall be necessary to amend, these By-Laws may be amended only by the affirmative vote, and written consent of a majority of the members of the Board of Directors of the Association; provided, however, that no amendment to these By-Laws shall be in conflict with the Declaration, and no amendment to these By-Laws shall change, alter or affect any rights or privileges of the Declarant, without the prior written consent of the Declarant. Any amendment duly certified and recorded (containing any additional signatures required by the Declaration) shall be conclusively presumed to have been duly adopted in accordance with the Declaration and By-Laws.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

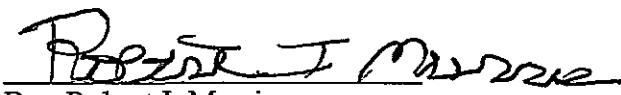
IN WITNESS WHEREOF, Refuge at Whitehall, LLC, by SRM Real Estate, Inc., its Manager, by Robert I. Murrie, its President, has caused these presents to be signed this 4th day of December, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness #1


Witness #2

Refuge at Whitehall, LLC
By: SRM Real Estate, Inc.
Its: Manager


By: Robert I. Murrie
Its: President

BK 3921PG114

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

The foregoing instrument was acknowledged before me by Refuge at Whitehall, LLC, by SRM Real Estate, Inc., its Manager, by Robert I. Murrie, its President, this 4th day of December, 2003

 (SEAL)

Notary Public for South Carolina
My commission expires: 10/16/08

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 5th
Day of Dec. 2003
at 1:46 p M and recorded
in book 3921 page 53
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCES