

BK M 178 PG 403

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership, hereinafter referred to as "Declarant" and shall serve as revocation and replacement of Declaration of Covenants, Conditions, Easements and Restrictions Theretofore recorded by the Developer on February 19, 1988, in the RMC Office for Charleston County in Book P172 at Page 85.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Charleston, County of Charleston, State of South Carolina, which is more particularly described as:

SEE ATTACHED EXHIBIT "A"

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on the all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Bayview Farms Homeowners Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely

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as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All those certain areas designated as "Common Areas" or "Proposed Lake" which appear on the plats referenced on Exhibit "A" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of the development.

ARTICLE II

PROPERTY RIGHTS

Section 1. By the recording hereof the Declarant hereby dedicates to the Bayview Farms Homeowners Association, Inc. all those certain areas designated a "Common Area" or "Proposed Lake" which appear on the plats referenced on Exhibit "A" attached hereto.

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Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by the members.

No such delegation or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III BK M 178PG406
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on August 30, 1996.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and

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NO/100 (\$100.00) DOLLARS per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the pervious year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

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shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the

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assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

USE RESTRICTIONS AND ARCHITECTURAL REVIEW BOARD

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, drive, or other improvement shall be

placed or altered on any Lot except in accordance with the provisions of this Declaration.

Section 2. Architectural Review Board. No building, fence, wall or other structure, and no change in topography, landscaping, grading, filling, or any other item shall be commenced, erected or maintained upon any portion of the Subdivision, including any Common Area, nor shall any exterior addition to or change be made until the plans and specifications (including but not necessarily limited to all elevations, a complete landscaping plan for the Lot and a complete tree survey of the Lot, including any Common Area) showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same on the Lot or Common Area shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Architectural Review Board. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

The Architectural Review Board shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association. The Architectural Review Board may require a reasonable fee of \$75.00 with each request or submission of plans or specifications. The Architectural Review Board shall have the power and authority to adjust the application fee from time to time.

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In the event that the Architectural Review Board fails to approve or disapprove or request additional information with respect to any application within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provisions of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Review Board may deem sufficient. No member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Board, nor for any structural defects in any work done according to such plans or specifications approved by the Architectural Review Board. Further, no member of the Architectural Review Board shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will

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not bring any action or suit against the Developer, or any member of the Architectural Review Board, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association or the Architectural Review Board shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby hold Architectural Review Board and the Developer harmless for any failure thereof caused by the Owner's architect or builder.

Section 3. Objectives of the Architectural Review Board.

Architectural and design review shall be directed towards attaining the following objectives for the Subdivision:

(1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms.

(2) Insuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the Lot or Common Areas and with surrounding Lots

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and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

(3) Insuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the Owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

(4) Insuring the plans for landscaping provide visually pleasing settings for structures on the Lots and Common Areas and on adjoining or nearby Lots which blend harmoniously with the natural landscape.

(5) Insuring that any structure, building or landscaping complies with the provisions of these covenants.

(6) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions and run-off water quality.

Section 4. Residential Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and such accessory structures as may be approved by the Architectural Review Board, provided, however, that nothing contained herein shall be construed to

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prevent the Developer from maintaining one or more model homes and/or sales offices in the Subdivision for the purpose of selling Lots or other property in or near the Subdivision.

Section 5. Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the City of Charleston, South Carolina. However in each case individual setbacks and sidelines must be approved by the Architectural Review Board for its aesthetic value and the Architectural Review Board may require a more stringent setback so long as the required setback does not violate the setback requirements of the City of Charleston, South Carolina. In addition, no portion of any house shall be placed less than 20 feet from any street nor less than 7.5 feet from any side lot line, nor less than 15 feet from the water line of any lake, nor within any "critical area" as established by the South Carolina Coastal Council. The Architectural Review Board shall have the power and authority to promulgate and publish setback requirements for each Lot. In certain cases, the Architectural Review Board may require an Owner to seek a variance from the City of Charleston, South Carolina, if necessary, to protect important trees, vistas or to preserve aesthetic value.

Section 6. Size Requirements. The living space of the main structure on any Lot shall not be less than 1500 square feet of heated living space. Houses of less than the stated minimum living space may be approved by the Architectural Review Board if in the opinion of the Architectural Review Board the design and

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construction of the house would be in keeping with the adjoining properties and the lowering of the minimum living space requirement for such Lot would not depreciate the value of the adjoining properties subject to this Declaration, provided, however, the Architectural Review Board shall have no authority to permit the construction of any house of less than 1,400 square feet of living space.

Section 7. Landscaping. All yard areas must be seeded. A landscaping plan containing a minimum of two (2) trees and basic shrubbery must be submitted to the Architectural Review Board for approval at the same time Plans and Specifications are submitted.

Section 8. Tree Removal. No trees or bushes of any kind having a diameter of six (6") inches or more (measured from a point two (2') feet above the ground level) shall be removed from any Lot or Common Area without the express written authorization of the Architectural Review Board. The Architectural Review Board shall further have the authority to require any person removing a tree in violation of this clause to replace same at such Owner's cost. The Architectural Review Board reserves the right to have specimen trees preserved and to have site planning provide for their preservation.

Section 9. Fences. No fences whatsoever shall be erected or allowed to remain in the Subdivision except as shall be approved by the Architectural Review Board. No fences shall be permitted which obstruct the view of any marsh, stream or other body of water when viewed from inside any adjacent Lot.

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Section 10. Prohibition of Open Outdoor Storage. No junk, debris or materials of any kind shall be stored on a Lot other than in an approved enclosed structure or in a manner that is visible from any other Lot, Common Area, street, easement or amenity area. Firewood, trash cans, and bicycles may be stored outside in side yards or rear yards only, which are not visible from any Common Area or street unless otherwise approved by the Architectural Review Board.

Section 11. Prohibition of Accessory Structures. No clotheslines, drying yards, dog houses, treehouses, swimming pools, sheds, or any other accessory structure shall be constructed upon any Lot unless approved by the Architectural Review Board prior to installation or construction.

Section 12. Uniform Mail Boxes. All mail boxes located within the Subdivision shall be uniform and shall be provided by the Association. The Association may charge a reasonable fee for the mail boxes as may be determined by its Board of Directors, at an initial cost of \$100.00, subject to the right of the Association to increase the cost in the future.

Section 13. Garages. All Lots shall have an enclosed garage for two (2) cars, unless otherwise approved by the Architectural Review Board. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Review Board and of a uniform quality. The entrance to the garage shall not face the street unless specifically approved by the Architectural Review Board. There shall be no overnight parking on the street or the lawns unless

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the Association shall determine otherwise.

Section 14. Additional Restrictions for Lots or Common Areas Fronting Lakes and Marsh.

(a) No foliage or vegetation on lakes or marsh shall be removed or altered without permission of the Architectural Review Board.

(b) A lake or marsh Owner shall maintain and mow the area between the Lot line and the lake or marsh even though such area may be owned by the Association or others.

(c) No dock, pier, or wharf shall be constructed on any lake and no dock, pier, or wharf shall be constructed on the marsh without the approval of the Architectural Review Board. In order to obtain such approval, it will be necessary to submit plans specifying the location, color, height, finish and other details of such proposed facility. The Architectural Review Board shall have the right to require uniformity of design and to require submission of approved designs for docks, piers, or wharfs. The Architectural Review Board has the right to disapprove such plans on any grounds including aesthetic consideration. Any approved dock, pier, or wharf must be well maintained by the Owner and, if not maintained as required, enforcement of this requirement may be enforced as provided herein in cases of violations of these covenants.

(d) The Association shall have the authority, subject to the approval of the Architectural Review Board to build bridges and walkways around the lakes or on the Common Areas.

(e) No water vehicles shall be permitted in the lakes

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without approval of the Association.

(f) No waste, garbage, or waste water are to be discharged, dumped or otherwise placed in the lakes.

(g) Fishing will be allowed only in accordance with the rules to be established by the Association.

(h) Swimming, bathing or wading in the Lakes is prohibited.

(i) The Association shall have the authority to establish fines and regulations governing the lake and all other Common Areas.

Section 15. Sign Controls. No signs of any character shall be erected on any Lot or displayed to the public on any Lot or Common Area except "For Sale" sign or signs indicating the name of one contractor only (not subcontractors) during the period of sale or construction only, provided said signs (a) shall not exceed nine square feet in size, (b) shall only refer to the premises on which displayed, (c) shall be located within 15 feet of the main structure but no less than 25 feet from the front street right of way, and (d) shall not exceed more than one per Lot. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, nor to signs for selling Lots during the development and construction period, which period shall not exceed twenty (20) years from the date hereof, provided such signs are approved by the Architectural Review Board. Also the provisions of this Section shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu

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thereof.

Section 16. Water Systems. No individual water supply system shall be permitted upon any Lot with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof and method of operation by Architectural Review Board, prior to installation. The Owner shall be responsible for connecting the Lot to the central water system, including payment of all tap-in and meter fees in connection therewith.

Section 17. Sewer System. No surface toilets or septic tanks are permitted in the Subdivision. Plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the central sewer system of the Subdivision. The Owner shall be responsible for connecting the Lot to the central sewer system, including payment of all tap-in and meter fees in connection therewith.

Section 18. Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any type shall be placed in appropriate conduit underground and no outside electrical lines shall be placed overhead unless approved by the Architectural Review Board. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Subdivision except those facilities approved by the Architectural Review Board. Provided, however, that the normal service pedestals, etc., used in

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conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 19. Communication System. There shall not be permitted or maintained any type of radio or communications system antenna (other than normal receive-only radio antennae) or satellite dish on any exterior portion of a dwelling or on any Lot unless approved by the Architectural Review Board.

Section 20. Timely Construction Progress. Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within twelve (12) months from commencement of construction and all landscaping must be completed within ninety (90) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

Section 21. Re-Building Requirement. Any dwelling or out-building on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event such debris remain longer than three (3) months.

Section 22. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Subdivision shall be made on the premises without the prior

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written approval of the Architectural Review Board nor shall any fill be used to extend any property beyond any boundary line of any waterfront property.

Section 23. Replatting of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. Property lines between Lots may be adjusted and modified with the consent of the Adjacent Owners and the Architectural Review Board.

Section 24. Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade of any kind whatsoever shall be carried on upon or in any Lot. Provided, however, that nothing contained herein shall be construed so as to prohibit home occupations (i.e. any occupation on a Lot and clearly incidental thereto, carried on by a member of the family resident of the premises is employed, so long as no stock in trade is kept or commodities sold, no mechanical equipment is used except such that is normally used for family, domestic, or household purposes, and there is no exterior indication that the building is being used for any purpose other than a dwelling), or the construction of houses to be sold on said Lots or the showing of said Lot for the purpose of selling or leasing Lot in the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales and lease or management of Lots in the Subdivision. Provided,

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however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in Common Areas or on other property owned by Developer.

Section 25. Prohibition Against Time-Sharing. No Lot or structure shall be "time shared", as defined by the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. Sections 27-32-10 et seq. (1986 Supp.), as the same may be amended from time to time.

Section 26. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction. No trailer, mobile home, double-wide, park model trailer, motor home, tent, barn, bus, or other similar vehicle, out-building or structure shall be placed on any Lot or on any portion of the Common Areas at any time either temporarily or permanently.

Section 27. Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained, or permitted in the Subdivision.

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Section 28. Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision.

Section 29. Prohibited Vehicles. The Association shall have the authority to prohibit or regulate the use or maintenance or storage of motorcycles, campers, trailers, trucks, commercial vehicles, boats or boat trailers in the Subdivision.

Section 30. Pets. The Association shall promulgate rules and regulations concerning pets in the Subdivision, including regulations relating to the number, type, noise, odor and restraint of such pets.

Section 31. Nuisances. No noxious or offensive activity shall be carried on upon on in any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance. No trash, leaves or rubbish may be burned on any Lot or within the Subdivision nor shall there be maintained anything of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owner thereof.

Section 32. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including but not limited to its proximity to any recreational facility or Common Area or

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the marsh and other bodies of water. Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of the marsh, and all ditches, streams, lakes, lakes or other bodies of water or watercourses located in the Subdivision.

Section 33. Ponds and Lakes. The lakes within the Subdivision are not designed for boating, swimming or bathing purposes and the same is prohibited unless authorized by the rules of the Association. No docks, landings or other structures may be located in or adjacent to any lake without the prior written consent of the Architectural Review Board. Fishing shall be permitted within the ponds from the Homeowner's access and maintenance easement areas designated on the Subdivision Plat if authorized by the rules of the Association so long as all regulations of the South Carolina Wildlife and Marine Resources Department and the Association, as the same may be changed from time to time, are strictly observed. All property Owners adjacent to the lakes and lakes shall be prohibited from using insecticides, pesticides and other hazardous materials within twenty-five (25') feet of such lakes.

Section 34. Perimeter Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads within the Subdivision, provided, however, that Developer reserves the right to construct and operate temporary construction roads during the construction and development period.

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Section 35. Rental Period. No Owner shall lease or rent any Lot more than three (3) times in any given twelve month period.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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Section 4. Annexation.

(a) The Developer reassures the option to annex the additional real property described in Exhibit "8" attached hereto to the Properties provided

(i) The additional properties and any improvements developed therein and any dwellings constructed thereon will be subject to the standards and restrictions set forth herein;

(ii) The additional properties shall be annexed within seven (7) years of the date hereof;

(iii) The annex of the additional properties shall be subject to the approval of the Veterans Administration.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, an amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set this hand and seal this 30th day of August, 1988.

Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership

By: Landura Group, Inc.

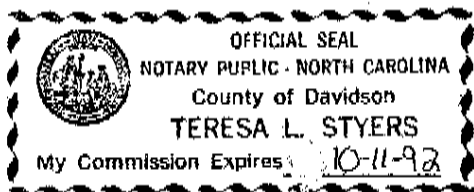
William R. Ogburn Jr
Witness
Paul J. Midura
Witness

Paul J. Midura
by: Ronald J. Midura
its: President

Personally appeared before me, the undersigned witness who, on oath, says that he saw the within named Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership by Landura Group, Incorporated, its General Partner, by Ronald J. Midura it's President sign the within declaration and that he with the other witness witnessed the execution thereof.

Teresa L. Styers
Notary

William R. Ogburn Jr
Witness



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EXHIBIT "A"

All that certain piece, parcel or tract of land, situate, lying and being on James Island, in the City and County of Charleston, State of South Carolina, known as Bayview Farms, and being shown and delineated on a Plat of Bayview Farms, prepared by Wilbur Smith and Associates, Inc. dated December 7, 1997 and recorded in the Office of the Register of Mesne Conveyances for Charleston County in Plat Book 80, Pages 132, 133 and 134.

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EXHIBIT "B"

Being a portion of the property conveyed to Landura Group, Inc. by deed of James F. Schaffer, dated September 22, 1986, and recorded September 23, 1986, in the office of the RMC for Charleston County in Deed Book U157 at Page 769; and by deed of Christopher Davis King and Marion Bee King, dated September 22, 1986 and recorded September 23, 1986, in Deed Book U157 at Page 286.

The above property is shown and designated a "future development" on a plat entitled "Subdivision Plat of: Phasing Plan Bayview Farms, James Island, City of Charleston, Charleston County, S.C." which plat is recorded in the RMC Office in Charleston County in Plat Book BQ at Page 131.

EXHIBIT "C"

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BY-LAWS

OF

BAYVIEW FARMS ASSOCIATES LIMITED PARTNERSHIP,
A NORTH CAROLINA LIMITED PARTNERSHIP

NAME AND LOCATION. The name of the corporation is Bayview Farms Homeowners Association hereinafter referred to as the "Association". The principal office of the corporation shall be located at One North Adgers Wharf, Chalreston, South Carolina, 29401, but meetings of members and directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with

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the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Bayview Farms Associates Limited Partnership, a North Carolina Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the R.M.C. for Charleston County, South Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power or adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in

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writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a

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meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same affect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee 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 Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

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MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which

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such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual

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assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer, to issue, upon demand by any person, certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers

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shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall each hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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Section B. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association;

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keep proper books of account; cause an annual audit of the Association books to be made by an public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

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property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Bayview Farms Homeowners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control;

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and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of the Bayview Farms Homeowners Association, Inc. have hereunto set our hands this 31st day of August, 1988.

William R. Osburn, Jr.
WILLIAM R. OSBURN, JR.

Robert L. Watson, Jr.
ROBERT L. WATSON, JR.

CERTIFICATION

I, the undersigned do hereby certify:

THAT I am the duly elected and acting secretary of the Bayview Farms Homeowners Association, Inc. a South Carolina Corporation, and,

THAT the foregoing By-laws constitute the original By-laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31st day of August, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31st day of August, 1988.

Vickie Savage
Secretary

#1.RES