

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DECLARATIONS OF
 RESTRICTIONS AND EASEMENTS
 FOR
 SUMMERTREES SUBDIVISION

THIS DECLARATION made this 30th day of October, 1987 by TREMONT ASSOCIATES, a Limited Partnership (hereinafter sometimes called "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property as shown on a Plat entitled "SUBDIVISION PLAT SUMMERTREES - PHASE I LOCATED ON BROWNSWOOD ROAD ON JOHNS ISLAND, CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" by Engineering, Surveying & Planning Inc., dated Nov. 24, 1987 and recorded Dec. 29, 1987 in Plat Book BP, Page 179 in the R.M.C. Office for Charleston County, South Carolina (hereinafter called the "Property") and shown as Block A, Lots 1-4; Block B, Lots 2-4; and Block C, Lots 1-41; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property; and

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities for the above-referenced lots to create covenants and restrictions for said lots;

NOW, THEREFORE, in consideration of said benefits to be derived by Developer and subsequent owners of said Lots, the undersigned does hereby

establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to said Lots set forth becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

NOTE: THIS DECLARATION APPLIES ONLY TO THE LOTS ABOVE DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY OR LAND SHOWN AS "UNDEVELOPED" LAND ON THE REFERENCED PLAT OWNED BY THE DEVELOPER UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY DEVELOPER.

ARTICLE I

Definitions

1. "Lot" means any numbered Lot shown on a recorded plat comprising a single dwelling site designated on any plat or survey recorded in the Office, Clerk of Court of , now or hereafter made subject to this Declaration.

2. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot as per the recorded plat which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.

3. "Person" means an individual, corporation, partnership, trust or any other legal entity.

4. "Developer" means , or any successor-in-title to the said to all or some portion of the property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor or such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

5. "Declaration" means this Declaration of Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Mortgage" means chattel mortgage, bill of sale to secure debt, deeds to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

ARTICLE II

Restrictions and Covenants

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

1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Developer or any builder of homes subject to the Declarations of Restrictions and Easements from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of said property, including but not limited to sales offices, parking areas and model homes.

2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: "The Developer", until such time as Developer has sold more than seventy-five (75%) percent of all Lots made subject to this Declaration. Thereafter, the Developer may assign his rights for Architectural Control review to an Architectural Control Committee of five (5) persons elected by a majority of all Lot owners subject to this Declaration with each Lot having one (1) vote. Developer further reserves the right, but shall not be obligated to, assign his rights for Architectural Control to the Architectural Control Committee

prior to the sale of seventy-five (75%) percent of the Lots or the Developer shall automatically lose such control at the time as required by any governmental body having jurisdiction over said property.

3. Review and Approval of Plans and Landscape Plans. No landscaping, grading, filling, building, fence, wall, sidewalk, lamp post, or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the grading, filling, nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be required. Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer nor any member of the Architectural Control committee shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of 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. No person shall paint the exterior of any building a color different from the original color unless the proposed color has been approved by the Architectural Control Committee. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. A small accessory building, not to exceed one (1) story, may be approved so long as its location complies with the setback requirements of the City of Charleston, South Carolina, does not obstruct any views, the exterior design and construction is comparable with that of the main dwelling, and is approved by the Architectural Control Committee. All construction debris must be removed within forty-eight (48) hours.

5. Setbacks and Building Lines.

(a) 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 Control Committee for its aesthetic value and the Architectural Control Committee may require a greater setback so long as the required setback does not violate the set back requirements of the City of Charleston, South

Carolina. In certain cases, the Architectural Control Committee 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.

(b) Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, Paragraph 3. The exposed part of retaining walls shall be made of clay brick, stucco, railroad ties, or veneered with brick. Chain link fences are not encouraged and will be limited to the rear and side of the main building no closer than fifteen (15') feet from the front corner of the dwelling, and shall never enclose the entire yard and shall be of such design, location and construction with materials as approved by the Architectural Control Committee.

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined, and any sideline easement as provided in paragraph 23, with regard to sidelines to be abandoned, shall be deemed waived unless there is actually a utility within said easement.

(d) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding (unless required by the applicable zoning ordinance) which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.

6. Building Requirements. The enclosed living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways shall be not less than 1,000 square feet. On all Lots having a two (2) or two and one-half (2½) story house, the house shall have a minimum of 800 square feet on the first floor; provided however, the area within an enclosed garage on a two (2) or two and one-half (2½) story house shall be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house. Houses of less than the stated square footage may be approved by the Developer or the Architectural Control Committee if in the opinion of the Developer or the Architectural Control Committee the design and construction of the house would be in keeping with the adjoining properties and the lowering of the square footage would not depreciate the value of adjoining properties subject to this Declaration.

7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

8. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, as well as property identification markers.

9. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

10. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction and six (6) months on the completion of the exterior.

11. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets unless under leash or carried by the Owner.

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

13. Signs. No advertising signs "For Sale" or "For Rent" or billboards shall be erected on any Lot or displayed to the public on any Lot that is larger than six (6) square feet. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling and/or houses during the development and construction period, which period shall not exceed five (5) years from the date hereof, provided such signs are approved by the Architectural Control Committee. 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 its transferee pursuant to any proceeding in lieu thereof.

14. Screening and Underground Utility Service. Clotheslines, garbage cans and equipment shall be screened and stored within the confines of the rear yard to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried.

15. Antennae. No radio or television transmission or reception towers or antennae or satellite dishes shall be erected on the Property. In no event shall free standing transmission or receiving towers or satellite dishes be permitted.

16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any

kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from the street(s) as approved by the Architectural Control Committee.

17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until the morning of pick-up and all empty containers shall be removed by 6:00 p.m. on the date of pick-up.

18. Changing Elevations. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

19. Sewage System. Sewage disposal shall be through municipal system.

20. Water System. Water shall be supplied through municipal system.

21. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewerage systems, within this proposed area, which may be in variance with these restrictions.

22. Model Homes. Developer, as well as any builder of homes on the Lots subject to this Declaration, shall have the right to construct and maintain model homes on any of the Lots.

23. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over six (6') feet of each side line of each Lot and over the rear ten (10') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality. A maximum of three (3) cars shall be parked upon the driveway, driveway permitting. There shall be no overnight parking on the street or on the lawns.

25. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Office, Clerk of Junty, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

26. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of all the lot owners subject to this Declaration during the initial 30-year period of this Declaration, or thereafter by vote of at least seventy (70%) percent of the lot owners, provided, each lot owner shall have one (1) vote for each lot owned. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the R.M.C. Office of Charleston County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. Further, Developer shall have the authority to amend these restrictions at any time to comply with the requirements of any governmental body such as Veterans Administration, Federal Housing Administration, Department of Housing and Urban Development, City of Charleston, Charleston County or by the Federal National Mortgage Association or Federal Home Loan Bank Board.

27. Enforcement. Each Lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot owner, jointly and severally, shall

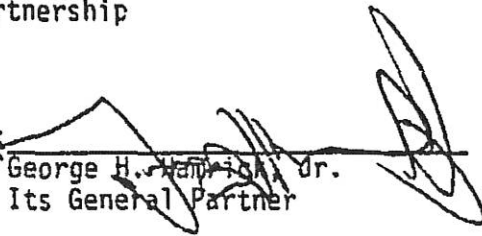
have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

IN WITNESS WHEREOF, the Developer, TREMONT ASSOCIATES, a Limited Partnership has caused these presents to be executed in its corporate name by its general partner hereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day first written above.

WITNESSES:

TREMONT ASSOCIATES, a Limited Partnership

Nancy M. Root
Betty L. House

By: 
George H. Hamrick, Jr.
Its General Partner

Nancy M. Root
Betty L. House

By: 
R. Patrick Welch
Its General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named TREMONT ASSOCIATES, a Limited Partnership, by George H. Hamrick, Jr., its General Partner, and by R. Patrick Welch, its General Partner, sign, seal and deliver the within-written Declaration of Restrictions and Easements, and that s/he with the other witness subscribed witnessed the execution thereof.

Nancy M. Post
Witness

SWORN TO BEFORE ME THIS

30th day of October, 1987.

Betty L. House (L.S.)
Notary Public for South Carolina

My Commission Expires: February 23, 1994

Gregory Hamrick

9. Summit Road

4 Carnegie Lane

Suite 102

Chas SC 29407

8/25/00

lu

BK L 1718696

15.00

FILED, INDEXED & RECORDED

L171-682

1997 DEC 29 AM 9:04

ROBERT M. YAS
REGISTER MESSENGER
CHARLESTON COUNTY, S.C.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUMMERTREES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 12 day of September, 1988 by TREMONT ASSOCIATES, a Limited Partnership, hereinafter called "Declarant".

WITNESSETH:

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

ALL those certain lots, pieces, parcels and tracts of land, together with the improvements thereon, located on Johns Island in the City of Charleston, County of Charleston, State of South Carolina, and shown and designated as Lots 1-4, Block A, Lots 2-4, Block B, and Lots 1-41, Block C on a plat entitled "FINAL SUBDIVISION PLAT PREPARED FOR TREMONT ASSOCIATES OF SUMMERTREES-PHASE I LOCATED ON BROWNSWOOD ROAD ON JOHNS ISLAND, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Engineering, Surveying & Planning, Inc. dated November 24, 1987, and recorded December 29, 1987 in Plat Book BP, Page 179, in the R.M.C. Office for Charleston County, South Carolina.

SAID Lots having such size, shape, buttings, boundings and dimensions as will by reference to said plat more fully and at large appear.

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

WHEREAS, Declarant has caused to be incorporated under the laws of the State of South Carolina a Non-Profit Corporation, known as Summertrees Homeowners Association, for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW THEREFORE, Declarant hereby declares that all of the lots 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 said property, and which shall run with the real property and be binding on 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 Summertrees Homeowners Association, a South Carolina non-profit corporation, 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, excluding the Association and excluding those having such interest merely 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" The term "Common Area" shall mean all buffer areas, detention basins and areas designated "common area" or "common areas" shown on any subdivision plat of the Properties recorded in the R.M.C. Office for Charleston County, South Carolina, including but not limited to the Plat recorded in Plat Book BP, at Page 179, together with any other real property conveyed to, or owned by, the Association for the common use and enjoyment of the Owners. The term "Common Area" shall also include any personal property acquired by the Association if said property is designated as "Common Area".

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 TREMONT ASSOCIATES, a Limited Partnership,

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement 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 the "Common Area" as applicable and/or facilities therein;

(b) the right of the Association to charge annual and special assessments as set out in Article V below.

(c) the right of the Association to establish reasonable rules and regulations for the use of the Common Area.

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

(e) 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 conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. 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

MEMBERSHIP AND VOTING RIGHTS

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

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 January 1, 1998.

ARTICLE IV

UNDERTAKING FOR MAINTENANCE

Section 1. The Association specifically undertakes to maintain the "Common Area" and will remain obligated to do so until such time as said "Common Area" is dedicated to a public body, if ever, which takes over said maintenance responsibilities.

ARTICLE V

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 therefor, 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 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 to promote the health, safety and welfare of the residents of the Properties and for the improvement, maintenance and operation of the "Common Area", including, but not limited to, the payment of taxes and insurance thereon as well as repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof. In addition, the assessments levied by the Association may be used to maintain, repair and replace the catch basins, pump houses, pumps and equipment related to or located on the "Common Area", and acquire additions thereto, and to maintain, repair and replace a common sign or signs and to landscape the "Common Area" and the area around the common sign or signs. The assessments provided by the "Association" may also be used to spray, clean, clear, trim, remove weeds and limbs and the debris from and around the "Common Area", and the common sign or signs.

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

Section 3. Maximum Annual Assessment. Until January 1 the year immediately following the conveyance of the first lot to an owner the maximum annual assessment shall be \$30.00 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 ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner the maximum annual assessment may be increased above ten (10%) percent 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 shall be sent to all members not less than thirty (30) days nor

more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 sixty (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 an annual or monthly basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all lots upon the first day of the month following the sale of the first lot. 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. The due dates will be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been

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

Section 8. Option of Declarant Concerning Assessments.

Until such time as Declarant has sold more than seventy-five (75%) percent of the total number of lots in all phases of the entire planned Summertrees Subdivision to consist of approximately one hundred eighty-four (184) lots, the Declarant shall have the option with respect to the lots owned by the Declarant of either paying to the Association the annual and special assessments set out above or paying to the Association in lieu of all annual and special assessments, an assessment in an amount equal to the amount by which all the annual costs and expenses of the Association exceeds the amount of money collected from all lot owners other than the Declarant. Said assessment shall be due and payable on the same date as other annual assessments, shall be a lien on the lots owned by the Declarant and the Association shall be entitled to collect said assessment in the same manner as provided in this Declaration for the enforcement of annual and special assessments.

Section 9. Effect of Non-payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fourteen (14%) percent per annum. 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 recover all costs and expenses, including reasonable attorneys' fees, whether or not suit is brought. 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 10. 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 VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant 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, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment 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 thirty (30) 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 at any time by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded. Every purchaser or grantee of any interest in real property now hereafter subjected to this declaration by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section. Further, the Declarant shall have the authority to amend these restrictions at any time to comply with the requirements of any government body such as the Veterans' Administration, Federal Housing Administration, Department of Housing and Urban Development, City of Charleston, Charleston County or the Federal National Mortgage Association or to correct typographical or scribner's errors. The Declarant shall not by reason of the power herein reserved have the right to alter the amount or method of making annual or special assessments unless a governmental body having jurisdiction over such matter requires a change.

Section 4. Annexation. The Declarant reserves the right to subject to this Declaration of Covenants, Conditions and Restrictions additional properties and to dedicate or deed additional "Common Areas" to the Association, provided at the time such dedication or deeding, said "Common Areas" shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements.

If additional lots are annexed, Declarant's voting rights shall be based upon the total number of lots as from time to time may be subjected to the within Declaration of Covenants, Conditions and Restrictions.

Section 5. Mergers. Upon a merger or consolidation of the Association with another Association as provided for in the By-laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surveying or consolidated association or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving

corporation pursuant to merger. A surviving association may administer the covenants and restrictions established by this Declaration of Covenants, Conditions and Restriction within the Properties as herein provided.

IN WITNESS WHEREOF, Tremont Associates, a Limited Partnership has caused this instrument to be executed on this 12 day of September, 1988.

WITNESSES:

Betty L. Howe

Janet A. Benton

Eileen Ebers

DECLARANT:

TREMONT ASSOCIATES, A LIMITED PARTNERSHIP

By: George H. Hamrick, Jr.
Its General Partner

By: R. Patrick Welch
Its General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

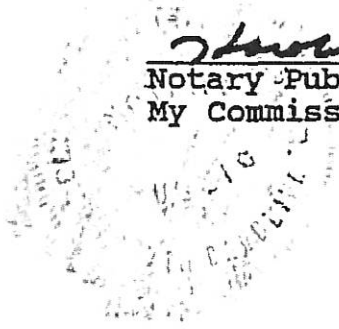
PROBATE

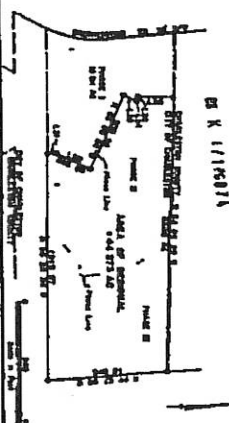
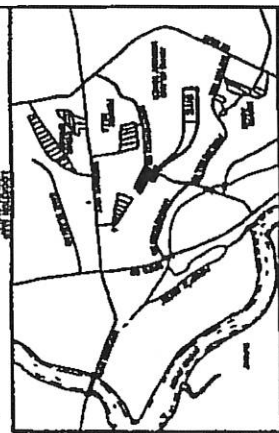
PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that s/he saw the within named TREMONT ASSOCIATES, a Limited Partnership by George H. Hamrick, Jr., its General Partner, and by R. Patrick Welch, its General Partner, sign, seal and deliver the within-written Declaration of Covenants, Conditions and Restrictions, and that s/he with the other witness subscribed witnessed the execution thereof.

Betty L. House
Witness

SWORN TO BEFORE ME THIS 12
day of September, 1988.

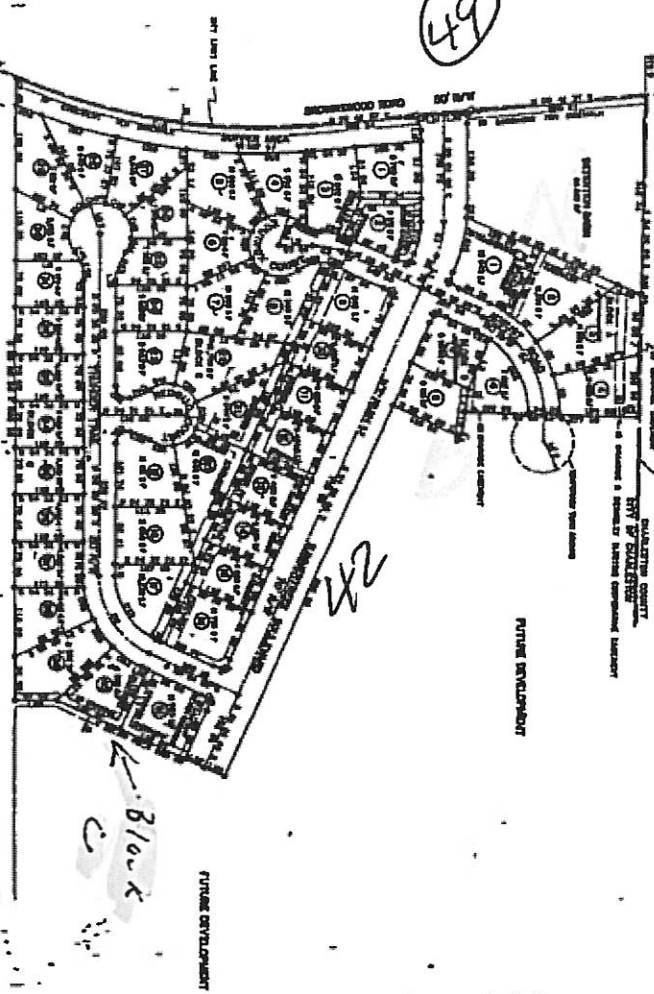
[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 8/12/97





Charles Towne Properties
 901 N. 1st Street, Suite 200
 Charleston, SC 29401
 Phone: (803) 799-1234
 Fax: (803) 799-1235
 Website: www.charles-towne.com
 Prepared by:
Robin King
 Registered Professional Engineer
 License No. 12345

LOTS NO. 81
 LOTS NO. 82
 LOTS NO. 83
 LOTS NO. 84
 LOTS NO. 85
 LOTS NO. 86
 LOTS NO. 87
 LOTS NO. 88
 LOTS NO. 89
 LOTS NO. 90
 LOTS NO. 91
 LOTS NO. 92
 LOTS NO. 93
 LOTS NO. 94
 LOTS NO. 95
 LOTS NO. 96
 LOTS NO. 97
 LOTS NO. 98
 LOTS NO. 99
 LOTS NO. 100



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
81	10,000	10,000	10,000
82	10,000	10,000	10,000
83	10,000	10,000	10,000
84	10,000	10,000	10,000
85	10,000	10,000	10,000
86	10,000	10,000	10,000
87	10,000	10,000	10,000
88	10,000	10,000	10,000
89	10,000	10,000	10,000
90	10,000	10,000	10,000
91	10,000	10,000	10,000
92	10,000	10,000	10,000
93	10,000	10,000	10,000
94	10,000	10,000	10,000
95	10,000	10,000	10,000
96	10,000	10,000	10,000
97	10,000	10,000	10,000
98	10,000	10,000	10,000
99	10,000	10,000	10,000
100	10,000	10,000	10,000

APPROVED PLAT
 CHARLES TOWNE PROPERTIES
 CITY OF CHARLESTON



I, the undersigned, a Professional Land Surveyor in the State of South Carolina, do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor in the State of South Carolina.

- 1. LOTS 81 THROUGH 100 ARE SUBDIVIDED AS SHOWN ON THIS PLAT.
- 2. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 3. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 4. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 5. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 6. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 7. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 8. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 9. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 10. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 11. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 12. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 13. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 14. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 15. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 16. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 17. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 18. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 19. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.
- 20. ALL STREETS SHOWN ON THIS PLAT ARE TO BE OPENED TO THE PUBLIC.

ENGINEERING, SURVEYING, & PLANNING, INC.
 100 MARKET STREET, SUITE 200
 CHARLESTON, SOUTH CAROLINA 29401



VALUATION NOTES:
 1. LOT 81 IS A 1.00 AC. LOT.
 2. LOT 82 IS A 1.00 AC. LOT.
 3. LOT 83 IS A 1.00 AC. LOT.
 4. LOT 84 IS A 1.00 AC. LOT.
 5. LOT 85 IS A 1.00 AC. LOT.
 6. LOT 86 IS A 1.00 AC. LOT.
 7. LOT 87 IS A 1.00 AC. LOT.
 8. LOT 88 IS A 1.00 AC. LOT.
 9. LOT 89 IS A 1.00 AC. LOT.
 10. LOT 90 IS A 1.00 AC. LOT.
 11. LOT 91 IS A 1.00 AC. LOT.
 12. LOT 92 IS A 1.00 AC. LOT.
 13. LOT 93 IS A 1.00 AC. LOT.
 14. LOT 94 IS A 1.00 AC. LOT.
 15. LOT 95 IS A 1.00 AC. LOT.
 16. LOT 96 IS A 1.00 AC. LOT.
 17. LOT 97 IS A 1.00 AC. LOT.
 18. LOT 98 IS A 1.00 AC. LOT.
 19. LOT 99 IS A 1.00 AC. LOT.
 20. LOT 100 IS A 1.00 AC. LOT.

FINAL
 SUBDIVISION PLAT
 PREPARED FOR
 TREMONT ASSOCIATES
 OF
 SUMMERTREES - PHASE I,
 LOCATED ON BROOKSROAD ROAD
 ON JOHNS ISLAND, CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 SCALE 1" = 100'
 DRAWN BY: [Signature]
 DATE: 10/29/87

Phase I
 BR 179 R 10/29/87

EXHIBIT "A" to Declaration of Covenants,
Conditions and Restrictions of
Summertrees Homeowners Association

BY-LAWS
OF
SUMMERTREES HOMEOWNERS
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is SUMMERTREES HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1118 Savannah Highway, Charleston, 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 Summertrees Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, dated Sept. 12, 1988 from Tremont Associates, A Limited Partnership, to which these bylaws are attached as Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" The term "Common Area" shall mean all buffer areas, detention basins and areas designated "common area" or "common areas" shown on any subdivision plat of the Properties recorded in the R.M.C. Office for Charleston County, South Carolina, including but not limited to that Plat recorded in Plat Book BP, at Page 179, together with any other real property conveyed to, or owned by, the Association for the common use and enjoyment of the Owners. The term "Common Area" shall include any personal property acquired by the Association and designated as "Common Area".

Section 4. "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 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, excluding the Association and excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to TREMONT ASSOCIATES, a Limited Partnership.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the RMC Office for Charleston County to which these By-laws are attached hereto as Exhibit "A".

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 (1) 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 seven o'clock, p.m. If the day for the annual meeting of the 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.

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 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 fifteen (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 to 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 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 three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect two (2) directors for a term of two (2) years, and one (1) director for a term of one (1) year; and, at each annual meeting thereafter, the members shall elect directors for a term of two (2) 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 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 effect 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 annual 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

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 "Common Area" of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (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) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual 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, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by

the Board for 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" and common sign and equipment related thereto to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers 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 each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified 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, and unless otherwise 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 casual offices created pursuant to Section 4 of this Article.

Section 8. 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 orders 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 fund as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association;

keep proper books of account; cause an annual audit of the Association books to be made by a 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

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, with reasonable notice, 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 a reasonable cost.

ARTICLE X

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 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 fourteen (14%) 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 attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Summertrees Homeowners Association.

ARTICLE XII

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 in the event any lots subject to the Declaration have been approved by the Federal Housing Administration, Federal National Mortgage Association, Farmers Home Administration or the Veterans Administration, said organizations shall have the right to veto amendments while there is a Class B membership.

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

ARTICLE XIII

MERGERS AND CONSOLIDATION

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the consent of two-thirds (2/3) of the combined total number of votes eligible to be cast in accordance with Article III, Section 2 of the Declaration.

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 of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Summertrees Homeowners' Association, have hereunto set our hands this 12th day of September, 1988.

WITNESSES:

Betty L. House

George H. Hamrick, Jr.,
Director

Susan Platts

Eileen Eilers

R. Patrick Welch,
Director

Janet L. Borth
DMW.001

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Summertrees Homeowners' Association, 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 12TH day of September, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 12th day of September, 1988.


Secretary

McNAIR LAW FIRM, P.A.
P. O. BOX 1431
140 EAST BAY STREET
CHARLESTON, SC 29402

EST
WA

BK Z177-6519
FILED, INDEXED & RECORDED
2177-489
88 SEP 15 PM 12:37

31.00
B

ROBERT H. WING
REGISTRAR OF DEEDS AND CONVEYANCE
CHARLESTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SUPPLEMENTAL AND AMENDED
DECLARATION OF RESTRICTIONS AND EASEMENTS
SUMMERTREES SUBDIVISION

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF RESTRICTIONS AND EASEMENTS FOR SUMMERTREES SUBDIVISION made this 1st day of February, 2003 by WHIPPLE DEVELOPMENT CORPORATION (hereinafter sometimes called "Developer")

WITNESS ETH:

WHEREAS, by deed dated October 15, 2002 and recorded October 28, 2002 in Book K423 at page 283 of the RMC Office for Charleston County, WHIPPLE DEVELOPMENT CORPORATION purchased a portion of Surrunertrees Subdivision and undeveloped property of Surrunertrees Subdivision, more specifically described the exhibit attached hereto as Exhibit "B", (hereinafter called the "Property"); and

WHEREAS the portion of the property known generally as Phase I Summertrees Subdivision is subject to those certain Declaration of Covenants, Conditions and Restrictions of Surrunertrees Homeowners Association dated September 12, 1988 and recorded in the RMC Office for Charleston County in Book Z177 at page 489 and, subject to those certain Declaration of Covenants, Conditions and Restrictions of Sununertrees Subdivision dated October 30, 1987 and recorded in the RMC Office for Charleston County in Book L171 at page 682, (hereinafter "the Declarations") and

WHEREAS Article VI, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Summertrees Homeowners Association dated September 12, 1988 and recorded in the RMC Office for Charleston County in Book Z177 at page 489 provides in part that: \"This Declaration may be amended at any time by an instrument signed by not less than seventy - five (75%) of the lot owners."

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property; and

WHEREAS, to that end, Developer desires to subject the Property as shown on Exhibit "B" to the covenants, conditions, restrictions, and easements Declaration of Covenants, Conditions and Restrictions of Summertrees Homeowners

Association dated September 12, 1988 and recorded in the RMC Office for Charleston County in Book Z177 at page 489 and, subject to those certain Declaration of Covenants, Conditions and Restrictions of Sununertrees Subdivision dated October 30, 1987 and recorded in the RMC Office for Charleston County in Book L171 at page 682 (sometimes referred to herein collectively as the "Declarations"), each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, WHIPPLE DEVELOPMENT CORPORATION is the successor Developer and the owner of over seventy five (75%) of the lots in Sununertrees subdivision, and

WHEREAS, Developer desires to supplement and amend such Declarations; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the value and amenities for the above-referenced lots to amend such Declarations for said lots;

NOW, THEREFORE, in consideration of said benefits to be derived by Developer and subsequent owners of said Property, the undersigned does hereby subject the property of Summertrees Subdivision, more specifically described the exhibit attached hereto as Exhibit "B", (hereinafter called the "Property") to those certain Declaration of Covenants, Conditions and Restrictions of Sununertrees Homeowners Association dated September 12, 1988 and recorded in the RMC Office for Charleston County in Book Z177 at page 489 and, subject to those certain Declaration of Covenants, Conditions and Restrictions of Summertrees Subdivision dated October 30, 1987 and recorded in the RMC Office for Charleston County in Book L171 at page 682; and does hereby supplement and amend such Covenants and Restrictions and establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to said Property set forth becoming effective immediately and running with the lands, to be binding upon all persons claiming under the undersigned.

ARTICLE 1

DEFINITIONS

Section 1. "Associationn shall mean and refer to Summertrees Homeowners' Association, Inc., 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. "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 4. "Common Area" shall mean all real property (including improvements thereon) 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 are proposed ponds and future ponds.

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 Common Area, streets dedicated to a public body and areas for public utilities.

Section 6. "Developer" shall mean and refer to WHIPPLE DEVELOPMENT CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 7. "Sumnertrees" as used herein means only that portion of a certain residential community commonly known as Sumnertrees, which is described herein as "Property", together with such additions hereto as may from time to time be designated by Developer.

Section 8. "Declaration" shall mean and refer to this instrument.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement 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 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 recreational facilities, if any, (Developer does not represent or warrant that any recreational

facilities will be built; situated upon the Common Area;

b. the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (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 conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds $2/3$ of each class of members has been recorded.

Section 2. Dedication 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 to contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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 Developer, 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 determined, 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 Developer and shall be entitled to twenty (20) 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 January 1, 2008.

PROVIDED, HOWEVER, in the event Developer, its successors or assigns, shall annex additional property, the Class B Membership shall apply to such lots annexed, and his Class B Membership shall be reinstated for all unsold Lots in previous sections.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of *any* Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees 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 attorneys' 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 attorneys' 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. Except as to first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be sued 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, buffer areas and fences and equipment located within the Common Area, maintaining, replanting and improving any planter islands located within the rights-of-way of dedicated streets, lawn maintenance and ground care and landscaping of the property located within the Common Area, and maintaining all drainage facilities and any detention ponds, lakes or lagoons not

maintained by a public body.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the issuance of the first certificate of occupancy for a completed dwelling on a Lot in the Property, the maximum annual assessment shall be \$200.00 per Lot.

(a) From and after January 1, 2004, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2004, the maximum annual assessment may be increased above five (5%) percent 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 improvements 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 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 sixty (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. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. 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.

Additional lots which are annexed by the Developer shall be subject to the assessments at the time of the recording of an approved subdivision plat in the R.M.C. Office for Charleston County.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose 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

ARCHITECTURAL CONTROL

All requirements as to architectural control shall be as set forth in any restrictions.

ARTICLE VI

STREETS

Section 1. Dedication of Streets. It is the intention that all streets within the Property shall be dedicated to the City of Charleston, or the County of Charleston for public maintenance.

ARTICLE VII

NON-DEDICATION

The Common Area, as described herein, and any further common areas are not hereby dedicated for the use of the general public, but are dedicated to the common use and enjoyment of the homeowners in Summertrees Subdivision.

ARTICLE VIII

RESTRICTIONS AND BASEMENTS

The following covenants, conditions, restrictions and easements are herewith imposed on the Properties:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from February 1, 2004, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Whipple Development Corporation, its successors and assigns, or for any person owning real property in Summertrees subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent such violation or to recover damages or other dues therefore.

3. Invalidation of any one of these covenants by Judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect.

4. All lots delineated on said plat shall be residential lots. No structure shall be erected, altered, placed or *permitted* to remain on any residential lot other than one detached single family residence not exceeding two stories in height. No servants' quarters or rental units shall be erected on, behind, over or along side the buildings noted above. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for declarant or the builder of said structures to maintain during the period of construction and sale of said structures, upon such portion of the premises as declarant deems necessary, such facilities as in the sole opinion of the declarant may be reasonably required, convenient, or incidental to the construction and sale of said structures, including without limitation, a business office, storage area, construction yards, signs, model units and sales office.

5. Easements for installation and maintenance of the utilities and drainage facilities are reserved over the rear five (5) feet of all lots shown on the plat hereinabove referred to, in addition to those easements shown on said plat.

6. All easements are reserved as shown on the aforementioned plat.

7. No building shall be erected on any lot nearer than twenty-five (25') feet to the front line, nor nearer than nine (9') feet to any side lot line except in the case of corner lots, where buildings may be set diagonally on the

lot, in which case said building shall not be permitted nearer than twenty-five (25) feet to one of the street lines, nor nearer than nine (9) feet to the other. Steps and any overhangs or eaves shall not be considered in connection with the setback provision. The set back provisions herein prescribed may be altered by the declarant whenever in its judgment the topography or configuration of any lot renders the set back provisions as herein prescribed unreasonable or imposing undue restrictions on a lot or the owner thereof,

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

9. Except as provided in Paragraph 4 above, no trailer, bus, automobile, basement, tent, garage, or other structure erected or placed on any lot shall be used at any time as a residence, temporarily or permanently. No building shall be occupied or made use of on any lot unless absolutely completed, nor shall it be occupied as living quarters while the dwelling house is under construction.

10. No dwelling shall be erected on any lot having an exterior finish of asbestos shingles, concrete blocks or cinder unless said blocks are stuccoed on the outside or designed in a manner acceptable to the subdivider.

11. No dwelling unit shall be permitted on any lot, the floor area of the main structure of which (exclusive of porches, breezeways, or garages) shall be less than one thousand (1,000) square feet.

12. All sewerage disposals shall be by connection of plumbing with the sewerage line provided by the subdivider.

13. No livestock or poultry shall be allowed on the lots. No stagnant water, refuse, or stale garbage, or any other unsanitary condition conducive to the breeding of mosquitoes, flies or that may be otherwise prejudicial to public health shall be maintained or permitted.

14. No sign boards shall be displayed except "for rent" and "for sale" which signs shall not exceed 2 x 3 feet in size. No more than two (2) signs shall be displayed on any one lot at the same time.

15. There shall be no outside antennas or satellite dish antennas erected

on any of the lots or buildings.

16. No fence shall be erected on any of the lot or lots herein referred to across the front street line of the said lot or lots. No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence of any kind on any of the lot or lots herein referred to across the front street line of the said lot or lots. No fences whatsoever shall be erected or allowed to remain in the Subdivision except approved fences to be located in rear yards only, commencing at the rear corner of the main structure, and set back from Lot lines at such distance as the Architectural Control Committee in its sole discretion may require, or except those erected by the Declarant in Common Areas. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Architectural Control Committee

17. No grass, weeds, underbrush or other similar vegetation shall be allowed to grow or permitted on any of the said lot or lots herein referred to which is more than eight (8") inches higher than the ground level of the said lot or lots.

18. All mail box stands must be approved by the declarant.

19. No permanent clothes lines will be permitted on any lot in the subdivision.

20. Trash may not be disposed of by burning in open fires. Paper and other trash may be disposed of by burning in an incinerator, or by disposal through the City of Charleston or private waste management facility.

21. There shall be no unsightly accumulation of trash or refuse on any lot.

22. Pets must be kept quiet, no dangerous dog being permitted unless chained. No dog or dogs shall be permitted to run loose; all dogs must be either fenced in, chained or leashed at all times.

23. No resident shall establish a place of business in any residence within the subdivision.

24. No laundry shall be hung out to dry or to air in the portion of any lot facing the street.

25. No exposed fuel, gas or oil container shall be permitted on any lot.

26. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any types shall be placed in appropriate conduit underground and no outside electrical lines shall be placed overhead. 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 master facilities approved by the Declarant. Provided, however, that the normal service pedestals, etc., used in 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. Satellite dishes larger than one meter (39 .37 inches) shall not be permitted. Smaller satellite dishes are permitted but shall not be attached to the front of any home and shall be screened in such a manner so as not to be visible from any Common Area, street or amenity area.

27. Travel trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, motorcycles, commercial trucks, (pick-up trucks used for family transportation and family use are allowed), commercial vehicles, boat trailers or boats shall be kept, stored or parked overnight, either on any Common Area, specifically including streets. The Association shall have the right to have unauthorized vehicles towed. Boats, boat trailers, motorcycles and other trucks and recreational vehicles parked or stored on any lot shall be located only in closed garages and out of sight. The Association however shall have a right to have unauthorized vehicles towed from streets and Common Areas. No house trailers or trucks larger than a three-quarter-ton pickup may be kept permanently or temporarily in the subdivision.

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

29. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications and plat plans shall have been approved in writing by the declarant. All plans

must be approved or disapproved in writing by the declarant within fifteen (15) days after they have been submitted, otherwise, the plans shall be deemed to have been approved.

30. The declarant *is* bound by no representations touching or affecting the property which are not expressly set forth herein, and nothing herein shall be held to impose any restrictions, conditions, limitations, or easements upon any land of the subdivider other than the lots layed out and shown on the plat hereinabove referred to.

31. In all papers and instruments required to be filed with or submitted to the declarant shall be delivered personally or sent by registered mail to Whipple Development Corporation, 2401 Lake Park Drive, Ste 355, Smyrna, GA 30080.

32. All lots bounded by or subject to any buffer area, pond, drainage easement or waterway, shall be subject to the following additional restrictions:

(a) The Owner shall maintain the buffer area and mow the area between the edge of any pond and all areas not covered by water, even though the same may be reserved as a part of the pond, drainage easement, or waterway.

(b) No power boats shall be permitted on any pond, canal, drainage easement or waterway.

(c) No filling of any pond, drainage easement or waterway shall be permitted, and no waste, garbage or wastewater are to be discharged, dumped or otherwise placed in any pond, drainage easement, or waterway from any Lot.

(d) The Owner of any Lot bounded by a pond will take title subject to the rights of the County of Charleston and other governmental bodies to work within and maintain for drainage purposes only any areas within drainage easements shown on recorded plats. Provided, however, the City of Charleston, or the County of Charleston or other governmental body making use of said drainage easements within the boundaries of Lots shall not be obligated to provide aquatic growth control or improve said easements in any way except as the City of Charleston, or the County of Charleston or other governmental body, in its sole discretion, may determine necessary for drainage purposes. Any Owner of a Lot adjoining a pond, drainage easement or other waterway shall save and hold harmless the City

of Charleston, or the County of Charleston or other governmental body from all claims arising out of discoloration of any pond or other waterway or damages to the same caused by normal maintenance and repairs to the drainage easement.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply with the covenants, restrictions and easements set forth herein. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Association, the Architectural Control Committee or any Owner, jointly or severally, 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 and for the recovery of damages, or for injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration. 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.

Section 4. 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 (75%) percent of the Lot Owners.

Section 3. Annexation. Developer reserves the right to annex additional properties and subject it to the within Declaration without the consent of the members within ten (10) years of the date of this instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 1st day of February, 2003.

WITNESSES: _____ Developer

Tiffany C. Scogni

WHIPPLE DEVELOPMENT CORPORATION
BY: Iris Whittaker
Its: Vice-President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me, the undersigned witness, who being first duly sworn, deposes and says that s)he saw the within named Whipple Development Corporation, by Iris Whittaker, its Vice-President sign seal and as its act and deed deliver the within written instrument, and that s)he with the other witness above subscribed witnessed the execution thereof.

SWORN to before me this

Tiffany C. Scogni

1st day of February, 2003.

[Signature] (SEAL)

Notary Public for South Carolina
My commission expires: () 3-09 2009

EXHIBIT nA"

BY-LAWS
OF
SUMMERTREES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is SUMMERTREES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 2401 Lake Park Drive, Ste 355, Smyrna, GA 30080, 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 Summertrees Homeowners Association, Inc., its successors and assigns.

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

Section 3. "Common Area" shall mean all areas or 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 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 the 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. "Developer" shall mean and refer to Whipple Development Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Developer 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 R.M.C. Office for Charleston County.

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 (1) 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 seven o'clock, p.m. If the day for the annual meeting of the 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.

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 writ ten 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 fifteen (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, date 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, sixty (60%) percent of 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 sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in 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 three (3) directors, who need not be Members of the Association until such time as there are fifty (50) Class A Members at which time there shall be five (5) directors, to be elected at the next annual meeting. At such time as there are more than one hundred (100) Class A Members, the Board of Directors shall be increased to nine (9) directors, to be elected at the next annual meeting. Additional directors shall be elected for three (3) year terms.

Section 2. Term of Office. At the first annual meeting after there are fifty (50) Class A members, the Members shall elect one (1) director for a term of one (1) year; two (2) directors for a term of two (2) years; and two (2) directors for a term of three (3) years. At each annual meeting thereafter, the Members shall elect directors for a term of three (3) years to fill any vacancies.

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 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 effect 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 annual 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

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 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 sixty (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) 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:

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual 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, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for 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, including the maintenance of planter strips within the right-of-way of any street, if any, and the maintenance of any fence, landscaping and buffering within any Common Area. Said Common Area may, in the future, include drainage facilities, detention ponds and other areas which will be subject to maintenance by the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers 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 each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified 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, and unless otherwise 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.

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 casual offices created pursuant to Section 4 of this Article.

Section 8. 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 orders 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 even 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 out of the Association and shall disburse such fund as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a 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 Board of Directors shall appoint an Architectural Control 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, and 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 a 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 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 eighteen (18%) 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 attorneys 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 non-use 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 Summertrees 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 Incorporate and these By-Laws, the Articles shall control; 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 thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I, M. J. (JIN) NICK; being the secretary of Sunnertrees Homeowners' Association, have hereunto set my hand this 1st day of February, 2005.

WITNESSES:

Tiffany Q. Scoppa

M. J. (JIN) NICK
SECRETARY

EXHIBIT "B"

ALL that certain piece, parcel or tract of land shown and designated as PHASE II, 24.601 ACRES on a "Plat Prepared for Tremont Associates of Summertrees - Phase II Located on Brownswood Road Johns Island City of Charleston Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc. on September 13, 2000, revised September 21, 2000 and recorded in the RMC Office for Charleston County in Plat Book EE, Page 450. Said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

ALL that certain piece, parcel or tract of land shown and designated as PHASE III, 19.776 ACRES on a "Plat Prepared for Tremont Associates of Summertrees - Phase III Located on Brownswood Road Johns Island City of Charleston Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc. on September 11, 2000 and recorded in the RMC Office for Charleston County in Plat Book EE, Page 554. Said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

ALL those certain pieces, parcels or tracts of land shown and designated as DETENTION BASIN, 68,840 S.F. and BUFFER AREA 26,507 S.F. on a "Final Subdivision Iplat to Show New Utility Easements Prepared for Tremont Associates of Summertrees - Phase I Located on Brownswood Road on Johns Island, City of Charleston Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc. on November 24, 1987, revised September 7, 1988, and recorded in the RMC Office for Charleston County in Plat Book BT, at Page 156. Said tracts having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ALSO

ALL those certain pieces, parcels or lots of land shown and designated as LOTS 3 AND 4, BLOCK A and LOTS 3, 5, 6, 7, 8, 14 AND 29, BLOCK C on a "Final Subdivision Iplat to Show New Utility Easements Prepared for Tremont Associates of Summertrees - Phase I Located on Brownswood Road on Johns Island, City of Charleston Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc. on November 24, 1987, revised September 7, 1988, and recorded in the RMC Office for Charleston County in Plat Book BT, at Page 156. Said lots having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

ttF.TCl-- 10:

J. STANLEY *clt*froor.E.,,
2155 NOR1HPARK LANt
ORTH CHARLESTON, S.C. 29406

T-ff

*L1
x/ll*

FILED
H 5.3i-43"-

33. tD
A

wus\~12s PM 3: 32

CltAR\it. L'<8R\NO
REGIS1tR
c~1'RL.E.\$1 ott couN't' se



BP0106217

RMC BK 0106 Pg 217 : pg 1 *

After recording, please return to:

Please cross-reference to Declaration recorded at:

G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464

Book H538 AT PAGE 436

STATE OF SOUTH CAROLINA)	AMENDMENT TO BY-LAWS OF
)	SUMMERTREES HOMEOWNERS
COUNTY OF CHARLESTON)	ASSOCIATION, INC.

THIS AMENDMENT TO BY-LAWS OF SUMMERTREES HOMEOWNERS ASSOCIATION, INC., AS SET FORTH IN THE SUPPLEMENTAL AND AMENDED DECLARATION OF RESTRICTIONS AND EASEMENTS SUMMERTREES SUBDIVISION

 (~!'Amcndment!~J__is -rnade=this 25---day~ef---TICIT~&...y... -20=1-0;--by -Summertrecs-- Homeowners'
 Association, Inc. a South Carolina nonprofit corporation (the "Association"),

WHEREAS, Whipple Development Corporation executed and filed that certain Supplemental and Amended Declaration of Restrictions and Easements Summertrees Subdivision (the "Supplemental Covenants") and which Supplemental Covenants contained the By-laws of Summertrees Homeowners Association, Inc., as filed on May 25, 2005, in the Office of the RMC for Charleston County in Book H538 at Page 436 (the "By-laws") and which amended those Declaration of Covenants, Conditions and Restrictions of Summertrees Homeowners Association dated September 12, 1988, and recorded in the Office of the RMC for Charleston County in Book Z1 77 at Page 489 (the "Covenants"); and

WHEREAS, pursuant to the terms of Article XIII, Amendments, Section 1 of the By-laws, recorded in Book H538 at Page 460, the By-laws may be amended at a regular or special meeting of the Members, as defined therein, the By-laws may be amended, based on and affirmative vote of a majority of a quorum of Members present at the meeting in person or b proxy, not less than sixty (60%) percent of the Members at any annual or special meeting, by written instrument signed the President and Secretary of the Association and duly recorded in the RMC Office for Charleston County; and

WHEREAS, at a meeting of the Property Owners duly held on November 23, 2009, the Property Owners, by an affirmative vote of at least sixty (60%) percent of the Members present, a certification of which is attached hereto as Exhibit A, approved the amendments to the By-laws as set forth herein;

NOW, THEREFORE, KNOW pursuant to the provision for and amendment to the By-laws as set forth in Article XIII, Amendments, Section 1 of the By-laws, the By-laws are hereby amended as follows:

I. All defined terms shall have the meanings previously set forth in the By-laws, the Supplemental Covenants, and the Covenants.

2. ARTICLE III, Meeting of Member, Section 4, Quorum, is amended to read as follows:

Section 4. Quorum. The presence at the meeting of Member entitled to cast, or of proxies entitled to cast thirty (30%) percent of the vote 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 sixty(60) days following the preceding meeting.

3. ARTICLE IV, Board of Directors; Section Term of Office, Section 1, Number is amended to read as follows:

Section 1 Number The affairs of this Association shall be managed by a Board of seven (7) directors, who shall be Members of the Association.

Except as modified in this Amendment the By-laws as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has set its hand and seal hereto on the date first written above.

WITNESSES:

SUMMERTREES HOMEOWNERS
ASSOCIATION, INC., a South Carolina
nonprofit corporation

Evelyn F. Cook
Evelyn F. Cook


Kara McFadden
By: Kara McFadden
Its: President

Melissa Mandel
Melissa Mandel

Ashley SAJ, ce, te.
By: Ashley SAJ, ce, te.
Its: Secretary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me by the Summertrees Homeowners Association, Inc., a South Carolina nonprofit corporation, by Ku... ftc &... y, its President, and by Ashley Snider, its Secretary, this 25 day of January, 2010.



Notary Public for the State of South Carolina

My commission expires 04/27/12



RECORDER'S PAGE



NOTE: This page MUST remain with the original document

Filed By:

BUIST, BYARS, & TAYLOR, LLC
 652 COLEMAN BLVD.
 SUITE 200
 MT. PLEASANT SC 29464-4018

MAKER:
 SUMMERTREES HOA

RECIPIENT:
 SUMMERTREES HOA

Original Book:
 H538

Original Page:
 436

RECORDED		
Date:	February 8, 2010	
Time:	2:53:18 PM	
Book	Page	DocType
0106	217	Amen/By-Laws f
Charlie Lybrand, Register Charleston County, SC		

of Pages: 4
 # of Sats: | # of References: |

Note: []

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER: Drawer 4
 CLERK: LRR



0106
Book



217
Page



02/08/2010
Recorded Date



4
#Pgs



H538
Orig naJ Book



436
Orlgnat Page



0
Doc Type



14:53:18
Recorded Time

RMC BK 0106 Pg 217 : pg 4 *