

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TAMSBERG & LANE, A SOUTH CAROLINA GENERAL PARTNERSHIP, hereinafter referred to as "Declarant".

WITNESSETH:

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

ALL those certain pieces, parcels and tracts of land shown and designated as Lots 1 - 79 and as "Recreational Area 0.373 AC." and "REC. Area 0.12 AC." on a plat entitled "A Subdivision Plat of a 13.82 Ac. Tract of Land Known as Wando East Town Homes located Town of Mt. Pleasant Charleston County, S.C." dated February 28, 1983, by Gifford, Nielson and Williams and recorded July 8, 1983, in Plat Book AX, Page 162, in the R.M.C. Office for Charleston County.

SAID property has such buttings, boundings and dimensions as will more fully and at large appear.

This Declaration does not apply to the areas shown on the above-referenced plat as "Condominiums 24408.68 S.F." or "Phase II Future Development Residual - 6.142 ac.".

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on 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 WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all "Recreational Areas" (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL those certain pieces, parcels and tracts of land shown and designated as "Recreational Area 0.373 AC." and "REC. Area 0.12 AC." and also for purposes of this Declaration all those certain "24' Ingress-Egreese Ease." located in the front of each lot as more fully shown on said plat.

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 TAMSBERG & LANE, A SOUTH CAROLINA GENERAL PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one

undeveloped Lot from the Declarant for the purpose of development.

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 any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 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. 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 which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on May 1, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties,

hereby covenants, and each Owner of any Lot by acceptance of a deed 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 or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area including maintenance, replanting and improving and planter islands located within the rights-of-way of any street, and the striping, repaving and maintenance of all the "24' Ingress-Egress Ease." areas and lawn maintenance and landscaping of "Recreational Areas".

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

(\$120.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) 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 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 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 ($\frac{1}{2}$) 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 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 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.

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 the 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. 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

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration

thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

NON-DEDICATION

The designated "Recreational Area 0.373 AC." and "REC. Area 0.12 Ac." and all areas designated as "24' Ingress-Egress Ease." are not hereby dedicated for the use of the general public but are dedicated to the common use and enjoyment of the homeowners in WANDO EAST TOWNHOMES OWNERS' ASSOCIATION.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall

have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or 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 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. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of Aug, 1988

WITNESSES:

Virginia B. Gile
[Signature]

DECLARANT:

Tamsberg & Lane, A South Carolina General Partnership

By: [Signature]
Joseph L. Tamsberg, Jr.
Its: Partner

By: Robert C. Lane
Robert C. Lane
Its: Partner

By: [Signature]
His Attorney-in-fact

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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 TAMSBERG & LANE, A SOUTH CAROLINA GENERAL PARTNERSHIP, by Joseph L. Tamsberg, Jr., its Partner and Robert C. Lane, its 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.

Virginia B. Gile

SWORN TO BEFORE ME THIS

22nd day of August, 1983.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-25-93

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14.00

MORRIS, DUFFY & BOONE, ATTORNEYS

FILED, INDEXED & RECORDED

741 EAST BAY STREET

T132-184 B.D.

CHARLESTON, S. C. 29401

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ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

BY-LAWS
OF
WANDO EAST TOWNHOMES OWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Wando East Subdivision, Nantahala Blvd., Mt. Pleasant, South Carolina, 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 WANDO EAST TOWNHOMES OWNERS' 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with 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. "Declarant" shall mean and refer to TAMSBERG & LANE, A SOUTH CAROLINA GENERAL PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register Mesne Conveyance 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 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 (7:00) 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 ($\frac{1}{4}$) 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, 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 ($\frac{1}{10}$) 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 nine (9) directors, who need not be members of the Association.

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

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a 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 ($\frac{1}{4}$) 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 to be maintained.

(h) the Board of Directors shall also have the authority to enter into contracts for maintenance of all lawn areas upon the approval of two-thirds (2/3) of each class of members and add the costs thereof to the annual assessments.

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 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 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

COMMITTEES

The Association 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, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by 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: WANDO EAST TOWNHOMES OWNERS' ASSOCIATION.

ARTICLE XIII

AMENDMENTS

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

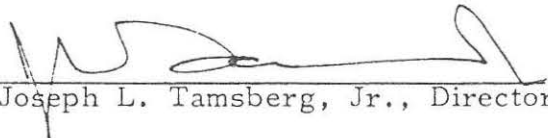
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV


MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December 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 WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, have hereunto set our hands this ____ day of _____, 19__.


Joseph L. Tamsberg, Jr., Director


Robert C. Lane, Director

By: 
his Attorney-in-fact

CERTIFICATION

I, the undersigned, do hereby certify;

THAT I am the duly elected and acting secretary of the WANDO EAST TOWNHOMES OWNERS' 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 _____ day of _____, 19____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 19____.

, Secretary

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)

AMENDMENT TO RESTRICTIONS

WHEREAS, BOB MILLER, INC., is the owner of Lots 80, 81, 82, 83, and an area as designated "TRACT A CONDOMINIUMS", WANDO EAST SUBDIVISION, shown on a plat entitled: "A SUBDIVISION PLAT OF 13.82 AC. TRACT OF LAND KNOWN AS WANDO EAST TOWN HOMES, LOCATED TOWN OF MT. PLEASANT, CHARLESTON COUNTY, S.C." dated October 18, 1983, and recorded in Plat Book BA, Page 69, R. M. C. Office for Charleston County; and

WHEREAS certain Covenants, Conditions and Restrictions dated August 22, 1983, recorded August 23, 1983, in Book T-132, Page 184, apply to other lots shown on plat recorded in Plat Book BA, Page 69; and

WHEREAS, BOB MILLER, INC., wishes to make said Restrictions applicable to Lots 80, 81, 82 and 83, Wando East Townhomes, and to Tract A Condominiums;

NOW THEREFORE, KNOW ALL MEN by these presents that the Covenants, Conditions, and Restrictions dated August 22, 1983, and recorded August 23, 1983, in Book T-132, Page 184, R. M. C. Office aforesaid, shall apply to Lots 80, 81, 82 and 83, Wando East Townhomes and to Tract A Condominiums. For purposes of assessments, Tract A Condominiums shall be considered as ten (10) lots since there are ten (10) condominium units thereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 19 day of July, 1984.

IN THE PRESENCE OF:
Caroline Higgins
Ellen D Anderson

BOB MILLER, INC.
 BY Robert E Miller
 ITS President

STATE OF SOUTH CAROLINA)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named BOB MILLER, INC., by its proper officer(s) sign, seal and as its act and deed, deliver the within named instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Caroline Higgins
 signature of first witness

WE II

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

WANDO EAST RESTRICTION

TO ALL WHOM THESE PRESENTS MAY CONCERN, Joseph L. Tamsberg, Jr. d/b/a Tamsberg Properties, hereinafter called "Developer" Sendeth Greetings:

WHEREAS, "Developer" is the owner of lots 84-139, Wando East Subdivision as shown on a plat recorded in Plat Book BD, Page 60, in the R.M.C. Office for Charleston County.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises the Developer, for itself and its successors and assigns, agrees with all persons, firms, or corporations acquiring any of the property as shown on the Plat, herein referred to, that the same shall be, and is, hereby subject to the following restrictions, conditions, and covenants (hereinafter referred to collectively as "restrictions" relating to the use and occupancy thereof, which said restrictive covenants are to be construed as covenants running with the title to the lots, as shown on the plat hereinabove referred to, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the acquiring parties or persons. Said property is also subject to a Declaration of Covenants, Conditions and Restrictions recorded simultaneously herewith.

1. Description of the Property. The property which is made subject to these restrictions are those lot numbers 84-139, Wando East, located in the Town of Mt. Pleasant, County of Charleston, South Carolina and more fully shown as lots 84-139 on a plat entitled "A SUBDIVISION PLAT OF 13.82 AC. TRACT OF LAND KNOWN AS WANDO EAST TOWNHOMES, LOTS 84-139 LOCATED, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, S.C." located in the Town of Mt.

Pleasant, Charleston County, South Carolina dated November 8, 1984, and recorded in Plat Book BD, Page 60, in the R.M.C. office for Charleston County.

2. Residential Use of Property. All lots shall be used for residential purposes only. Structures may be townhouses, sharing common walls with structures on adjoining lots but not more than one residential unit shall be located on each of the aforescribed lots. No structure shall be greater than three (3) stories in height.

3. Approval of Plans by Developer. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of the Developer, as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building plans and specifications along with a site plan must be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Developer shall be entitled to stop any construction in violation of these restrictions so long as Developer owns any lot within the development as shown on the plat hereinbefore referred to.

4. Setback and Building Lines. No building shall be located on any lot nearer than twenty (20') feet to the front line. These minimum setbacks are not intended to engender uniformity of setbacks. It is the Developer's intent that setbacks shall be staggered so as to avoid a uniform appearance. The Developer reserves the right to select the precise

location of each structure on each lot and to arrange the same in a manner and for such reasons as the Developer shall deem sufficient; provided, however, Developer shall make such determination after considering Owner's recommendations as shown on Owner's site plan; and provided, further, in the event Developer fails to notify the Owner of Developer's intention within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on the Developer.

5. Building Costs and Area Requirements. No structure shall be constructed upon any lot which has an actual cost of less than Twenty Thousand and No/100 (\$20,000.00) Dollars. The living area of each townhouse shall contain not less than 900 square feet of living area.

6. Completion of Construction. The exterior of all structures must be completed within six (6) months after the date of construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the Owner of building due to strikes, fires, national emergency or natural calamity, unless otherwise extended by Developer or its designated representative.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporary or permanently, provided this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling units thereon.

9. Sign Boards. 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 signs shall be displayed on one lot at the same time.

10. Aesthetics, Nature Growth, Screening, Underground Utilities Service. Natural growth and flora shall not be intentionally destroyed or removed, except with Developer's prior written approval, without which the Developer may require the lot owner, at his cost, to replace the same. Garbage cans, cooling equipment, woodpiles, or storage areas shall be screened from view of neighboring lots or streets. All utility service lines to structures shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. Plans for all screens, walls and enclosures must be approved by the Developer prior to construction.

11. Antenna. No radio or television transmission towers or antenna shall be erected upon the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line on any structure is allowed.

12. Trailers, Trucks, School Buses, Boat Trailers. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups"), or other commercial vehicles shall be kept, stored or parked overnight on any lot.

13. Easements for Ingress and Egress, Parking and Open Space Easements. Use of all common area easements which shall include all the "22' Ingress and Egress Easements." and the "24' Ingress, Egress and Utility Easements", as shown on the referenced plat shall be subject to use and rules and regulations as provided in the Declaration of Covenants, Conditions and Restrictions recorded August 23, 1983, in Book T-132, Page 184, in the R.M.C. Office for Charleston County.

14. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any of the land, as shown upon the said Plat. No nuisance shall be permitted or maintained upon any of the land, shown upon the said Plat.

Minor agricultural pursuits incidental to residential use of the land, shown upon the said Plat, shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

15. Unightly Materials. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units.

16. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

17. Wells. No individual water supply system shall be permitted except for irrigation or other non-domestic use.

18. Documents. All papers and instruments required to be filed with or submitted to the Developer, shall be delivered personally or sent by Registered Mail to Joseph L. Tamsberg, Jr., or his agent, at his office located at 126 Meeting Street, Charleston, South Carolina 29401.

19. Violation. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any

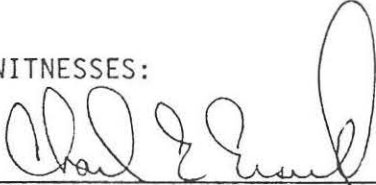
person, firm or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages for such violation.

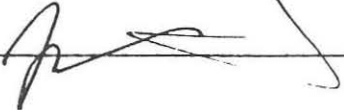
20. Modification. These covenants and restrictions may be altered, modified, cancelled or changed at any time by the written consent of those persons or corporations owning a majority of the lots shown on the plat referred to above.

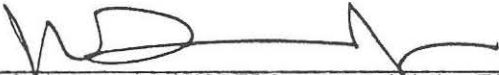
21. Term. These covenants are covenants running with the land and shall be binding for a period of ten (10) years from the date of their recording, after which time they shall automatically renew and extend themselves for success of ten (10) year periods unless they are otherwise altered, modified, cancelled, or changed by the written consent of those persons or corporations owning a majority of the lots as shown on the plat referred to above.

IN WITNESS WHEREOF, Joseph L. Tamsberg, Jr. has caused these presents to be executed, this 16 day of April, 1985.

WITNESSES:





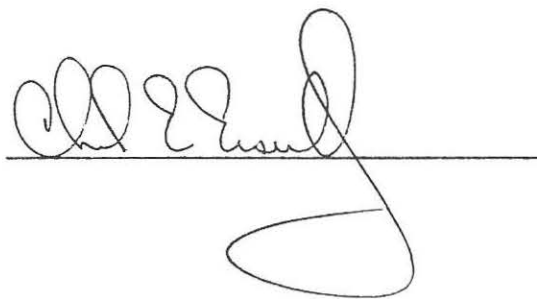


JOSEPH L. TAMSBERG, JR. d/b/a TAMSBERG
PROPERTIES

JSB18/058

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named JOSEPH L. TAMSBERG, JR. d/b/a TAMSBERG PROPERTIES, sign, seal and deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.



SWORN to before me this
16 day of April, 1985.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4-25-93

Soundings

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

WANDO EAST RESTRICTIONS

TO ALL WHOM THESE PRESENTS MAY CONCERN, Tamsberg & Lane Company, a South Carolina general partnership, hereinafter called "Developer" Sendeth Greetings:

WHEREAS, "Developer" is the owner of Lots 34, 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57, 58, and 61-79 Wando East Subdivision as shown on a plat recorded in Plat Book BA, Page 69, in the R.M.C. Office for Charleston County and Joseph L. Tamsberg, Jr. as the owner of Lots 35, 36, 39, 40, 43, 44, and 47, Robert C. Lane as the owner of Lots 48, 51, 52, 55, 56, 59, and 60, McCot, a Limited Partnership as the owner of Lots 1-4, Mt. Pleasant Investors, a Limited Partnership as the owner of Lots 5-24, M & W, Enterprises, a Partnership as the owner of 25-33, ^{RAM}The Russell-Miller Company, Inc. as the owner of Lots 80-83 which to join in and subject their respective lots to the hereinafter provided restrictions.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises the Developer, for itself and its successors and assigns, agrees with all persons, firms, or corporations acquiring any of the property as shown on the Plat, herein referred to, that the same shall be, and is, hereby subject to the following restrictions, conditions, and covenants (hereinafter referred to collectively as "restrictions" relating to the use and occupancy thereof, which said restrictive covenants are to be construed as covenants running with the title to the lots, as shown on the plat hereinabove referred to, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the acquiring parties or persons. Said property is also subject to a Declaration of Covenants, Conditions and Restrictions recorded simultaneously herewith.

1. Description of the Property. The property which is made subject to these restrictions are those lot numbers 1-83, Wando East, located in the Town of Mt. Pleasant, County of Charleston, South Carolina and more fully shown as lots 1- ___ on a plat entitled "A SUBDIVISION PLAT OF 13.82 AC. TRACT OF LAND KNOWN AS WANDO EAST TOWNHOMES, LOCATED, TOWN OF MT. PLEASANT, CHARLESTON COUNTY, S.C." located in the Town of Mt. Pleasant, Charleston County, South Carolina dated October 18, 1983, and recorded in Plat Book BA, Page 69, in the R.M.C. office for Charleston County.
2. Residential Use of Property. All lots shall be used for residential purposes only. Structures may be townhouses, sharing common walls with structures on adjoining lots but not more than one residential unit shall be located on each of the aforescribed lots. No structure shall be greater than three (3) stories in height.
3. Approval of Plans by Developer. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of the Developer, as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building plans and specifications along with a site plan must be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Developer shall be entitled to stop any construction in violation of these restrictions so long as Developer owns any lot within the development as shown on the plat hereinbefore referred to.

4. Setback and Building Lines. No building shall be located on any lot nearer than twenty (20') feet to the front line. These minimum setbacks are not intended to engender uniformity of setbacks. It is the Developer's intent that setbacks shall be staggered so as to avoid a uniform appearance. The Developer reserves the right to select the precise location of each structure on each lot and to arrange the same in a manner and for such reasons as the Developer shall deem sufficient; provided, however, Developer shall make such determination after considering Owner's recommendations as shown on Owner's site plan; and provided, further, in the event Developer fails to notify the Owner of Developer's intention within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on the Developer.

5. Building Costs and Area Requirements. No structure shall be constructed upon any lot which has an actual cost of less than Twenty Thousand and No/100 (\$20,000.00) Dollars. The living area of each townhouse shall contain not less than 900 square feet of living area.

6. Completion of Construction. The exterior of all structures must be completed within six (6) months after the date of construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the Owner of building due to strikes, fires, national emergency or natural calamity, unless otherwise extended by Developer or its designated representative.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporary or permanently, provided

this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling units thereon.

9. Sign Boards. 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 signs shall be displayed on one lot at the same time.

10. Aesthetics, Nature Growth, Screening, Underground Utilities Service. Natural growth and flora shall not be intentionally destroyed or removed, except with Developer's prior written approval, without which the Developer may require the lot owner, at his cost, to replace the same. Garbage cans, cooling equipment, woodpiles, or storage areas shall be screened from view of neighboring lots or streets. All utility service lines to structures shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. Plans for all screens, walls and enclosures must be approved by the Developer prior to construction.

11. Antenna. No radio or television transmission towers or antenna shall be erected upon the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line on any structure is allowed.

12. Trailers, Trucks, School Buses, Boat Trailers. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups"), or other commercial vehicles shall be kept, stored or parked overnight on any lot.

13. Easements for Ingress and Egress, Parking and Open Space

Easements. Use of all common area easements which shall include all the "24' Ingress and Egress Ease.", as shown on the referenced plat shall be subject to use and rules and regulations as provided in the Declaration of Covenants, Conditions and Restrictions recorded August 23, 1983, in Book T-132, Page 184, in the R.M.C. Office for Charleston County.

14. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any of the land, as shown upon the said Plat. No nuisance shall be permitted or maintained upon any of the land, shown upon the said Plat.

Minor agricultural pursuits incidental to residential use of the land, shown upon the said Plat, shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

15. Unightly Materials. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units.

16. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

17. Wells. No individual water supply system shall be permitted except for irrigation or other non-domestic use.

18. Documents. All papers and instruments required to be filed with or submitted to the Developer, shall be delivered personally or sent by Registered Mail to Tamsberg & Lane Company, or its agent, at its office located at 126 Meeting Street, Charleston, South Carolina 29401.

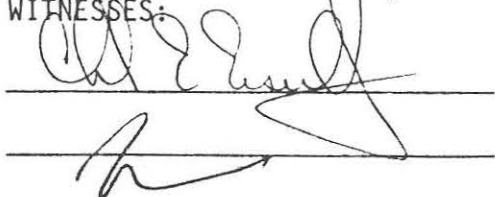
19. Violation. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages for such violation.

20. Modification. These covenants and restrictions may be altered, modified, cancelled or changed at any time by the written consent of those persons or corporations owning a majority of the lots shown on the plat referred to above.

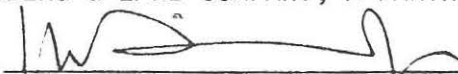
21. Term. These covenants are covenants running with the land and shall be binding for a period of ten (10) years from the date of their recording, after which time they shall automatically renew and extend themselves for success of ten (10) year periods unless they are otherwise altered, modified, cancelled, or changed by the written consent of those persons or corporations owning a majority of the lots as shown on the plat referred to above.

IN WITNESS WHEREOF, Tamsberg & Lane Company, a Partnership has caused these presents to be executed in its name by its general partners, this 16 day of April, 1985.

WITNESSES:



TAMSBERG & LANE COMPANY, A PARTNERSHIP

By: 

Joseph L. Tamsberg, Jr.
Its: General Partner

WITNESSES:

Charles E. Russell
[Signature]

Charles E. Russell
[Signature]

Charles E. Russell
[Signature]

Charles E. Russell
[Signature]

Robert E. Miller, Jr.
witness
Michael [Signature]
witness

Charles E. Russell
[Signature]

Charles E. Russell
[Signature]

JSB18/052

By: [Signature]
Robert C. Lane
Its: General Partner

McCOT, A LIMITED PARTNERSHIP
By: [Signature]
Roger B. McCants
Its: General Partner

MT. PLEASANT INVESTORS, A LIMITED PARTNERSHIP
By: [Signature]
Its: _____

M & W, ENTERPRISES, A PARTNERSHIP
By: [Signature]
Its: _____

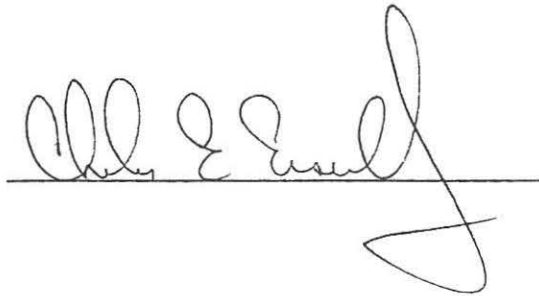
THE RUSSELL-MILLER COMPANY, INC.
By: [Signature]
Robert E. Miller, Jr.
Its: President

[Signature]
Joseph L. Tamsberg, Jr.

[Signature]
Robert C. Lane

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named TAMSBERG & LANE COMPANY, A PARTNERSHIP, by Joseph L. Tamsberg, Jr. and Robert C. Lane its General Partners, sign, seal and as its act and deed deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.



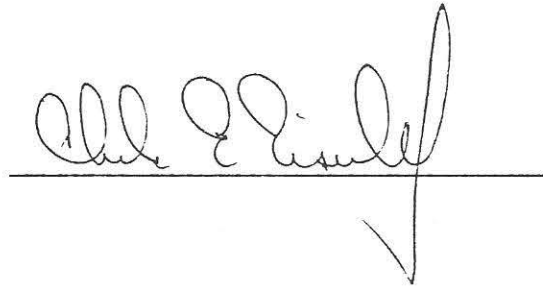
SWORN to before me this
16 day of April, 1985.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

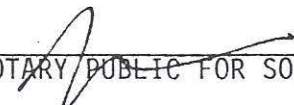
My Commission Expires: 4-25-93

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named Joseph L. Tamsberg, Jr. and Robert C. Lane, sign, seal and as their act and deed deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.



SWORN to before me this
16 day of April, 1985.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-25-93

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named McCOT, A LIMITED PARTNERSHIP by Robert H. McCants its Gen Partner, sign, seal and as its act and deed deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.

Charles E. [Signature]

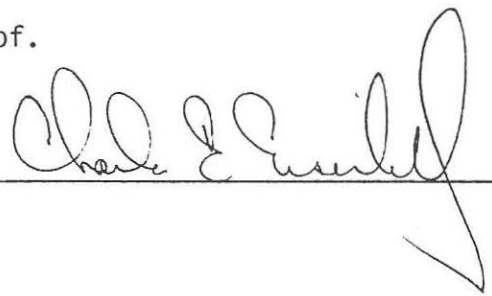
SWORN to before me this
16 day of April, 1985.

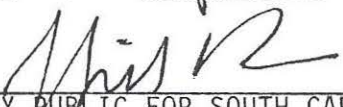
[Signature] (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4-25-93

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named MT. PLEASANT INVESTORS, A LIMITED PARTNERSHIP by Roger W. McCas its Gen. Partner, sign, seal and as its act and deed deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.



SWORN to before me this
16 day of April, 1985.
 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-25-97

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon oath, states that (s)he saw the within named M & W, ENTERPRISES, A PARTNERSHIP by Roger H. McCants its General Partner, sign, seal and as its act and deed deliver the within Restrictions, and that (s)he with the other witness subscribed witnessed the execution thereof.

Charles E. [Signature]

SWORN to before me this 16 day of April, 1985.

[Signature] (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4-25-97

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, who, upon
oath, states that (s)he saw the within named ^{The Russell Miller Company} ~~BOB MILLER, INC.~~, by ^{Inc.}
Robert E. Miller, Jr. its President,
sign, seal and as its act and deed deliver the within Restrictions, and
that (s)he with the other witness subscribed witnessed the execution
thereof.

Carolyn Siggins
signature of first witness

SWORN to before me this
29 day of April, 1985.

Brenda M. Carmick (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: October 29, 1992

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)



BP1026919

PGS:

7

FIRST AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND FIRST AMENDMENT TO BY-LAWS

WHEREAS, this is the First Amendment to Declaration of Covenants, Conditions and Restrictions and First Amendment to By-Laws of Wando East Townhomes Owners' Association.

WHEREAS, Wando East Townhomes Owners' Association ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded August 23, 1983, in Book T132 at Page 184; Amendment to Restrictions recorded August 1, 1984, in B139, at Page 690; Wando East Restrictions recorded May 3, 1985, in Book B145, at Page 809; Wando East Restriction, recorded April 19, 1985, in Book T144, at Page 027; Amendment to Restrictions recorded April 19, 1985 in Book, T144, at Page 035; By-Laws of Wando East Townhomes Owners' Association ("By-Laws"), recorded November 19, 2020, in Book 0937, at Page 019 and Rules & Regulations recorded December 15, 2020, in Book 0943, at Page 494 with the Charleston County Register of Deeds. Hereinafter, the Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as "Governing Documents".

WHEREAS, Section 3 of Article VIII of the Declaration provides that the Declaration may be amended by the approval of "not less than seventy-five (75%) percent of the Lot Owners."

WHEREAS, Section 1 of Article XIII of the Bylaws provides that the Bylaws may be amended "by a vote of a majority of a quorum of members present in person or by proxy . . ."

WHEREAS, Section 4 of Article III states that "the presence at the meeting of members entitled to cast, or proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action . . .",

WHEREAS, the Declaration and Bylaws are silent as to voting by written or electronic ballot by Members in lieu of a meeting and therefore, the South Carolina Nonprofit Corporation Act, 33-31-101, et seq., South Carolina Code of Laws, as amended, controls. The Act provides the following pertinent sections. The Act provides the following pertinent sections. Section 33-31-708 permits action without a meeting and by written ballot if the "corporation delivers a written . . . ballot to every member entitled to vote on the matter." Subsection (b) states the written ballot shall: "(1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action." Subsection (c) provides that "[a]pproval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which

the total number of votes cast was the same as the number of votes cast by ballot." Subsection (d) further requires that solicitations for votes by written ballot shall (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted.

WHEREAS, via a written or electronic ballot in lieu of a meeting, this Amendment was put to a vote of the Owners/Members. The required quorum was present and this Amendment was approved by the requisite number of Members/Owners on July 30, 2021, and has been certified as provided in **Exhibit A**, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Declaration and By-Laws are hereby amended as follows.

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and By-Laws.

3. Article IV of the Declaration is hereby amended by the addition of a new section, Section 10, as follows, in bold:

Section 10. Capital Contribution. Notwithstanding anything to the contrary in this Declaration, a working capital contribution shall be established by the Board of Directors, which amount shall be set by the Board of Directors from time to time and in its sole discretion. The working capital contribution payable as of the date hereof shall be an amount equal to one-quarter of one percent (.25%) of the purchase price of the Lot (or any part thereof). Except for Exempt Transfers (as defined below in this Section), each person or entity ("Subsequent Lot Owner") who purchases, has transferred to him or who has conveyed to him a Lot (or any part thereof) from an Owner shall pay to the Association, at the time title is conveyed to such Subsequent Lot Owner, the working capital contribution. The working capital contribution sum is and shall remain distinct from any annual assessment, shall not be considered advanced payment of any annual, special, individual or other kind of assessment, and shall have no effect on any future assessments of any kind. The purpose of the capital contribution is to ensure that the Association will have cash available for common expenses, to meet unforeseen expenditures and/or to acquire additional equipment and services deemed necessary or desirable by the Board of Directors. At the Board of Director's discretion, such funds may be transferred to the Association's reserve account. Working capital contributions are payable at closing, and if not paid, the amount due shall be deemed an assessment, and if not paid when due, all the provisions of the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any

amendments and supplements to any of them (collectively referred to hereinafter as the "Governing Documents") relating to the payment, lien and collection of assessments shall be applicable, including without limitation being a personal obligation of the Subsequent Lot Owner and a lien against the Lot, whether or not a suit or legal proceeding is commenced.

Notwithstanding the foregoing, working capital contributions shall not be due and payable for the following transfers or conveyances (collectively, "Exempt Transfers"):

- (a) the lease of a Lot to a leasehold tenant or lessee;
- (b) the transfer of a Lot to a spouse of an Owner or a direct lineal descendant of the Owner;
- (c) the transfer of a Lot to a trust whose beneficiaries are solely the spouse and/or direct lineal descendants of the Owner;
- (d) the transfer of a Lot to an entity in which the Owner owns, directly or indirectly, not less than fifty-one percent (51%) of the ownership interest in such entity;
- (e) the transfer of a Lot to a person that owns, directly or indirectly, not less than fifty-one percent (51%) of the ownership interests in the Owner; and
- (f) notwithstanding anything contained herein to the contrary, no such working capital amount shall be collected upon conveyance of a Lot to a mortgagee following foreclosure or pursuant to a deed in lieu of foreclosure, but shall be paid in conjunction with the sale or conveyance of the Lot by a mortgagee to a Subsequent Lot Owner.

4. Section 1 of Article III of the By-Laws is hereby amended by the deletion of the language of that section and its replacement in its entirety with the following new language as follows, in bold:

Annual meetings of the members shall be held on the date, time and form as shall be determined by the Board of Directors.

5. Section 1 of Article IV of the By-laws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language as follows, in bold:

The affairs of the Association shall be managed by a board of three (3) directors. A director must be a member or a spouse of a member of the Association, or a designee (with proper authority and designated in writing) of a member of the Association which is a legal entity.

6. Section 2 of Article IV of the By-laws is hereby amended by the deletion of the language of such section and its replacement in its entirety with the following new language as follows, in bold:

At the first annual meeting after the date hereof, the members shall elect three (3) directors to replace all of the then serving directors. At such election, the director receiving the most votes shall be elected for a three (3) year term, the director receiving the second most votes shall be elected for a two (2) year term, and the director receiving the least votes shall be elected for a one (1) year term. Thereafter, directors shall be elected to three (3) year terms. Further, the Board of Directors, in its sole discretion, may reasonably hold such election(s) and determine such term(s) as may be necessary to maintain staggered terms.

7. Except as modified in this Amendment, the Declaration and By-Laws shall remain in full force and effect. To the extent there is a conflict between the Declaration and/or the By-Laws and this Amendment, this Amendment shall control.

[Signature page to follow.]

WITNESS my hand and seal this 20 day of August, 2021.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

WANDO EAST TOWNHOMES
OWNERS' ASSOCIATION

[Signature]
By: Leigh MARLOWE
Its: President

Amanda C. Thompson
Witness #2 / Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Leigh Marlowe, President of Wando East Townhomes Owners' Association, sign, seal, and as his/her act and deed, deliver the within First Amendment to Declaration of Covenants, Conditions and Restrictions and First Amendment to By-Laws of Wando East Townhomes Owners' Association for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof.

[Signature]
Witness #1

SWORN and subscribed to before me
this 20 day of August, 2021.

Amanda C. Thompson
Notary Public for South Carolina
Printed Name of Notary: Amanda C. Thompson
My commission expires: 3/16/2030

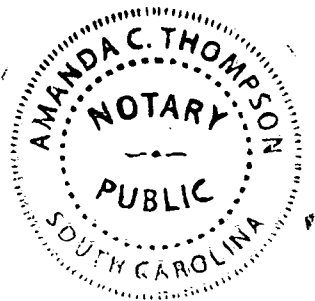


EXHIBIT A

CERTIFICATION

Personally appeared before me: Leigh MARLOWE, President of Wando East Townhomes Owners' Association, who being duly sworn, allege and state as follows:

1. I am the duly elected President of the Wando East Townhomes Owners' Association.
2. I am over eighteen (18) years of age, competent, and make this Certification on personal knowledge.
4. Via written consent/written-electronic ballot in lieu of a meeting the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions and First Amendment to By-Laws of Wando East Townhomes Owners' Association, to which this Exhibit A is attached, was put to a vote of the Owners/Members. The required quorum was present and such amendment was approved by the requisite number of Owners/Members, and the agreement of the required parties was lawfully obtained.
5. I have certified, and am hereby certifying, the vote of the Owners/Members of Wando East Townhomes Owners' Association, and I certify the vote to have been as stated herein.

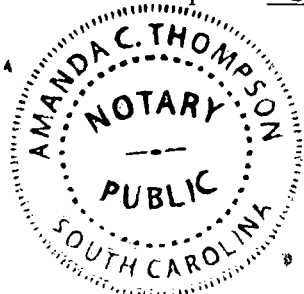
FURTHER THE AFFIANTS SAYETH NOT.

WANDO EAST TOWNHOMES
OWNERS' ASSOCIATION

Leigh Marlowe
By: Leigh MARLOWE
Its: President

SWORN and subscribed to before me
this 20 day of August, 2021.

Amanda C. Thompson
Notary Public for South Carolina
Printed Name of Notary: Amanda C. Thompson
My Commission Expires: 3/16/2030



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**WANDO EAST
TOWNHOMES OWNERS' ASSOCIATION, INC.**

BOARD RESOLUTION

**Re-Affirmation and Re-Adoption of
Bylaws**

WHEREAS, the Board of Directors ("Board") of Wando East Townhomes Owners' Association, Inc. ("Association") is responsible for management, operation and control of Wando East Townhomes and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration of Covenants, Conditions and Restrictions for Wando East Townhomes ("Declaration") recorded August 23, 1983, in Book T132 at Page 184; Amendment to Restrictions recorded August 1, 1984, in Book B139 at Page 690; Wando East Restriction recorded April 19, 1985, in Book T144 at Page 027; Amendment to Restrictions recorded April 19, 1985 in Book T144 at Page 35; Wando East Restrictions recorded May 3, 1985 in Book B145 at Page 809, in the Charleston County Register of Deeds (collectively hereinafter, the Declaration and Bylaws may be referred to as "Governing Documents").

WHEREAS, the Association further exists to assure that the property known as Wando East Townhomes shall be maintained in an attractive, high quality, residential condition.

WHEREAS, such Bylaws were previously adopted by Declarant but never recorded.

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, Section 33-31-206, SC Code of Laws Ann., provides that board of directors of a corporation shall adopt bylaws for the corporation.

WHEREAS, the Board has determined to re-adopt and re-affirm the Bylaws of Wando East Townhomes Owners' Association, attached hereto as Exhibit A and incorporated herein by reference, and to record them.

WHEREAS, at a duly held and authorized meeting of the Board was held June 3rd, 2020, the within Resolution and such attached Bylaws were put to a vote of the Board. The required quorum was present and the within Resolution and such attached Bylaws were approved by the requisite number of Directors.

NOW THEREFORE, in order to protect and assure an attractive, high quality and well-run community, and to best maintain and preserve the community, the Board hereby re-adopts and re-affirms such attached Bylaws as follows:

A. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.

B. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.

C. The Board hereby re-adopts and re-affirms this Resolution and attached the Wando East Townhomes Owners' Association, Inc. Bylaws, attached hereto as Exhibit A and incorporated herein by reference, on June 3rd, 2020. Such attached Bylaws shall be effective upon recording.

E. Distribution. The Association and/or its property manager is authorized and directed to circulate a copy of such attached Bylaws to all Members. MEMBERS ARE RESPONSIBLE FOR DISTRIBUTING THE BYLAW TO ALL TENANTS, OCCUPANTS AND RESIDENTS OF LOTS.

WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, INC.

<u>Laure Marlowe</u> Board Member/Director	<u>10-5</u> Date	_____	_____
<u>[Signature]</u> Board Member/Director	<u>10-5</u> Date	_____	_____
<u>Joseph L. Jansberg, Jr.</u> Board Member/Director	<u>10-5</u> Date	_____	_____

BY-LAWS
OF
WANDO EAST TOWNHOMES OWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Wando East Subdivision, Nantahala Blvd., Mt. Pleasant, South Carolina, 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 WANDO EAST TOWNHOMES OWNERS' 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, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

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

EXHIBIT A

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. "Declarant" shall mean and refer to TAMSBERG & LANE, A SOUTH CAROLINA GENERAL PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register Mesne Conveyance 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 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 (7:00) 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 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, 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 nine (9) directors, who need not be members of the Association.

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

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a 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 ($\frac{1}{4}$) 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 to be maintained;

(h) the Board of Directors shall also have the authority to enter into contracts for maintenance of all lawn areas upon the approval of two-thirds (2/3) of each class of members and add the costs thereof to the annual assessments.

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 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 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

COMMITTEES

The Association 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, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by 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: WANDO EAST TOWNHOMES OWNERS' ASSOCIATION.

ARTICLE XIII

AMENDMENTS

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

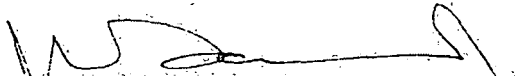
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

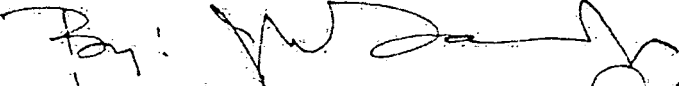
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December 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 WANDO EAST TOWNHOMES OWNERS' ASSOCIATION, have hereunto set our hands this ____ day of _____, 19__.


Joseph L. Tamsberg, Jr., Director


Robert C. Lane, Director

By: 
His Attorney-in-fact

JSB6/211

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