

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF GEORGETOWN)

**FIFTH AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PRINCE GEORGE**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE GEORGE (this "Fifth Amendment") is made this 11 day of September, 2023 by Prince George Community Association, Inc., a South Carolina nonprofit corporation (the "Association"), as successor in interest to all of the rights of Prince George Limited Partnership, a South Carolina limited partnership (the "Original Declarant") pursuant to that certain Assignment, dated June 17, 2005, recorded January 12, 2006 in the offices of the Register of Deeds for Georgetown County, South Carolina (the "ROD Office") in Book 01767 at Page 00298 (the "Assignment").

WITNESSETH:

WHEREAS, the Original Declarant acquired the real property known as "Prince George" in Georgetown County, South Carolina, and placed of record a Declaration of Covenants and Restrictions for Prince George, dated October 16, 1996, and recorded in the ROD Office on October 21, 1996 in Book 727 at Page 295 (the "Original Declaration") to create a community of single-family homes and recreational and club facilities; and

WHEREAS, pursuant to the Assignment, the Association has acquired all the rights of the Original Declarant related to the Original Declaration; and

WHEREAS, the Association, as the assignee of the Original Declarant and in accordance with amendment procedure, placed of record an Amended and Restated Declaration of Covenants and Restrictions for Prince George, dated June 20, 2018 and recorded in the ROD Office on June 27, 2018 in Book 3298 at Page 241 (the "Declaration"), which replaced the Original Declaration in its entirety.

WHEREAS, pursuant to Section 2 of Article VIII of the Declaration (the "Amendment Procedure"), amendments are permitted to be made to the Declaration if approved by at least two-thirds (2/3rds) of the votes cast by the Owners (as defined in the Declaration) at a duly called meeting of the Owners; and

WHEREAS, this Fifth Amendment has been approved by the Board (as defined in the Declaration) and submitted to the Owners at a duly called meeting of the Owners of the Association held on 09 September, 2023 (the "Meeting Date") at which a quorum was present, and this Fifth Amendment received the approval of at least two-thirds (2/3rds) of the votes cast by the Owners in attendance in person or by proxy at such meeting; and

WHEREAS, in accordance with the Amendment Procedure, notice of the subject meeting was given to the Owners on 09 August, 2023, which was more than 30 days before the Meeting Date, the effective date of this Fifth Amendment as set forth above is more than 30 days after the

Meeting Date, the total number of votes of the Owners was 105, the number of votes represented at the meeting was 105, which constituted more than 60% of the total votes of the Owners, the total number of votes of Owners cast at such meeting was 105, the total number of votes of Owners voting in favor of approval of the Fifth Amendment was 86, and the total number of votes of Owners voting against approval of the Fifth Amendment was 16, with the votes in favor of approval of the Fifth Amendment representing more than two-thirds (2/3rds) of the votes cast at such meeting; and

WHEREAS, this Fifth Amendment, which amends the Declaration, shall be considered an "Addendum" as described in the Amendment Procedure, which the Association has executed and shall be recorded in the ROD Office in accordance with the Amendment Procedure.

WHEREAS, the Association desires to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Definitions. The capitalized words used in this Fifth Amendment shall have the same meaning as set forth in the Declaration.

2. Liens. Section 29 of Article II of the Declaration is hereby deleted and replaced with the following:

"Section 29. Liens. In order to maintain the high standards of the subdivision, each Lot and/or Dwelling Unit in the subdivision shall be subject to certain assessments, fines, or other amounts levied by the Association, as provided in the Declaration, the Association's By-Laws, any rules and regulations, or any architectural design guidelines, which shall be secured by a lien upon each Lot and Dwelling Unit until the same is paid. Any such assessments, fines, or other amounts levied by the Association against such Lot and/or Dwelling Unit shall be enforced and collected pursuant to such policies as adopted by the Board."

3. Amendment. Except as herein provided, the Declaration shall remain in full force and effect, without modification, the said Declaration, as amended hereby, being the complete text of said instrument as of the date hereof.

IN WITNESS WHEREOF, the Association has caused this Fifth Amendment to be executed the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

WITNESSES:

**Prince George Community Association,
a South Carolina nonprofit corporation**

Sharon Schutt
Witness 1

Cheryl Almond
Witness 2

By: [Signature]

Name: VP/Chair of Legal Comm. He

Its: DAVID A. DeCenzo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 11th day of September, 2023 by Prince George Community Association, a South Carolina nonprofit corporation, by David, its DeCenzo.

Cheryl Lynn Almond (SEAL)
Notary Public for South Carolina

CHEYL LYNN ALMOND
(Printed Name)
My Commission Expires: January 24, 2033

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR PRINCE GEORGE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE GEORGE (this "Declaration") is made and entered to be effective as of the 20th day of June, 2018, by Prince George Community Association, Inc., a South Carolina nonprofit corporation (the "Association"), as successor in interest to all of the rights of Prince George Limited Partnership, a South Carolina limited partnership (the "Original Declarant") pursuant to that certain Assignment, dated June 17, 2005, recorded January 12, 2006 in the offices of the Register of Deeds for Georgetown County, South Carolina (the "ROD Office") in Book 01767 at Page 00298 (the "Assignment").

WITNESSETH:

WHEREAS, the Original Declarant acquired the real property described in Exhibit "A" of this Declaration known as "Prince George" in Georgetown County, South Carolina, and placed of record a Declaration of Covenants and Restrictions for Prince George, dated October 16, 1996, and recorded in the ROD Office on October 21, 1996 in Book 727 at Page 295 (the "Original Declaration") to create a community of single-family homes and recreational and club facilities; and

WHEREAS, pursuant to the Assignment, the Association has acquired all the rights of the Original Declarant related to the Original Declaration and has elected to exercise certain rights reserved by the Original Declarant in the Original Declaration in adopting this Declaration, including the right to add additional covenants; and

WHEREAS, pursuant to Section 2 of Article VIII of the Original Declaration (the "Amendment Procedure"), amendments are permitted to be made to the Original Declaration if approved by at least two-thirds (2/3rds) of the votes cast by the Owners (as defined below) at a duly called meeting of the Owners; and

WHEREAS, this Declaration has been approved by the Board (as defined below) and submitted to the Owners at a duly called meeting of the members of the Association held on May 19, 2018 (the "Meeting Date") at which a quorum was present, and this Declaration received the approval of at least two-thirds (2/3rds) of the votes cast by the Owners in attendance in person or by proxy at such meeting; and

WHEREAS, in accordance with the Amendment Procedure, notice of the subject meeting was given to the Owners on April 18, 2018, which was more than 30 days before the Meeting Date, the effective date of this Declaration as set forth above is more than 30 days after the Meeting Date, the total number of votes of the Owners was 148, the number of votes represented at the meeting was 110, which constituted more than 60% of the total votes of the Owners, the total number of votes of Owners cast at such meeting was 110, the total number of votes of Owners voting in favor of approval of the Declaration was 80, and the total number of votes of Owners voting against approval of the Declaration was 27, with the votes in favor of approval of the Declaration representing more than two-thirds (2/3rds) of the votes cast at such meeting; and

WHEREAS, this Declaration, which amends and restates the Original Declaration, shall be considered an "Addendum" as described in the Amendment Procedure, which the Association has executed and shall be recorded in the ROD Office in accordance with the Amendment Procedure to replace in its entirety the Original Declaration.

NOW, THEREFORE, the Association, as the assignee of the Original Declarant declares that this Declaration amends and restates the Original Declaration in its entirety, with the Original Declaration as amended by this Declaration to continue to constitute covenants running with the land and shall apply to the lands described on Exhibit "A" attached hereto. The Association, as the assignee of the Original Declarant, also continues to reserve in each instance the right to add additional covenants in respect to any of the said properties, or to limit therein the application of this Declaration, in each case subject to the Amendment Procedure.

ARTICLE I DEFINITIONS

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

(a) "Accessory Structure" shall mean a supplementary structure which is clearly incidental to the dwelling and the roof of which is not attached to the main dwelling, such as a garage, boat house, utility shed, swimming pool, trellis or deck, or a guest house.

(b) "Approved by the Original Declarant" shall mean written approval issued by the Original Declarant signed by its General Partner or by a designated representative.

(c) "Approval by the Architectural Review Board or the Original Declarant" shall mean and refer to any approval required under these Covenants to be made by the Architectural Review Board or the Original Declarant and which shall be sought and received or denied pursuant to the provisions of these Covenants.

(d) "Architectural Review Board" or "Review Board" shall mean and refer to that Board formed and operated in the manner described in Article II hereof.

(e) "Assignment" has the meaning set forth in the recitals above.

(f) "Association" shall mean and refer to Prince George Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns. This Declaration specifically allows and authorizes the creation of additional non-profit associations for the benefit of Owners of property within the Neighborhood Areas.

(g) "Board" or "Board of Directors" shall mean the board of directors of the Association as constituted from time to time.

(h) "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws, of the Association attached hereto as Exhibit "B".

(i) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which now or hereafter are designated as Common Properties or Common Area, which may hereafter be deeded or leased to the Association and designated in said deed or lease as "Common Properties" or "Common Area". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, residents and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties may lose their character as Common Properties upon the expiration of such lease, as determined by the Association. The Declarant reserves the right to acquire "Common Properties," with such acquisitions made subject to the provisions of this Declaration and shall contain such additional restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Original Declarant as well as all of the Original Declarant's obligations with respect thereto, including the obligation to maintain and enhance. The term "Common Properties" shall include the term "Common Area" as used in other Prince George documents.

(j) "Covenants" or "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions for Prince George, as the same may be amended in accordance with the Amendment Procedure.

(k) "Development" shall mean and refer to the property known as Prince George, in Georgetown County, South Carolina, shown as a part of the Original Declarant's Master Plan of said area, as revised from time to time by the Original Declarant prior to the Assignment, and thereafter revised by the Association to the extent permitted by this Declaration.

(l) "Dwelling Unit" shall mean and refer to any improved property intended for use as a dwelling.

(m) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the Master Plan of the Development prepared by the Original Declarant as the same may be revised from time to time by the Association, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Original Declarant has conveyed the property.

(n) "Master Plan" shall mean and refer to the drawing which represents the Master Plan for the future development of the Development. Since the concept of the future development of the Development was and shall possibly be subject to revisions and changes, references to the "Master Plan" shall be references to the latest revision thereof.

(o) "Meeting Date" has the meaning set forth in the recitals above.

(p) "Member" shall mean and refer to all those Owners who are members of the Association as provided in the By-Laws attached hereto, including the spouse and children (under 18) permanently residing with said Owner.

(q) "Neighborhood Area" shall consist of any separate area within Prince George requested to be so designated upon the petition of seventy-five (75%) percent of all the Owner's in the proposed Neighborhood Area, with the approval of the Board of the Association. A Neighborhood Area may be subjected to neighborhood assessments applicable only to the Owners within that immediate Neighborhood Area to undertake special neighborhood projects, improvements, construction or maintenance for the benefit of those Owners, provided, however, the levying of neighborhood assessments may be made only by petition of seventy-five (75%) percent of all Owners within a particular Neighborhood Area with the approval of the Board. A separate non-profit association may be created hereunder for any Neighborhood Area and shall have by-laws substantially the same as those of the Association.

(r) "Offensive or Noxious" activity or behavior shall include, but not be limited to, a public nuisance or nuisance per se and shall include any behavior or activity which is inconsistent with both the pleasurable use of Prince George by a majority of the residents and their reasonable expectations of enjoying their property and the available amenities and natural surrounding free of rude, crude, excessively noisy, tasteless behavior, flashing lights, racing vehicles, radio, hi-fi or electronic music distractions, etc., or other similar behavior curtailing the pleasure of use of the facilities of Prince George. Public musical or other entertainment, parades concerts, festivals, carnivals, competitions or shows conducted under permit from the Association shall not constitute offensive or noxious activity or behavior unless such permit is abused or is withdrawn by the Association.

(s) "Of Record" shall mean recorded in the Office of the Registrar of Deeds for Georgetown County, South Carolina.

(t) "Original Declarant" has the meaning set forth in the recitals above.

(u) "Original Declaration" has the meaning set forth in the recitals above.

(v) "Owner" shall mean and refer to the Owner as shown by the real estate records whether it be one or more persons, firms, associations, corporations, limited liability companies, partnerships or other legal entities, of fee simple title to any Residential Lot or Dwelling Unit situated upon the Property but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgage or holder of a mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding for deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(w) The "Property" shall mean and refer to the lands in Georgetown County, South Carolina, which are known as Prince George as shown on Exhibit "A" attached hereto.

(x) "Residential Lot" or "Lot" shall mean any subdivided but unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to allow occupancy.

(y) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which now or hereafter are designated as, Restricted Common

Properties or Restricted Common Area by the Association, which may hereafter be deeded or leased to a Neighborhood Association and designated in said deed or lease as "Restricted Common Properties" or "Restricted Common Area". The term "Restricted Common Properties" shall also include any personal property acquired by a Neighborhood Association if said property is designated a "Restricted Common Property". All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents and their guests, and visiting members of the general public (to the extent permitted by the Board of Director of a Neighborhood Association) subject to the fee schedules and operating rules adopted by the Neighborhood Association; provided, however, that any lands which are leased by the Neighborhood Association for use as Restricted Common Properties may lose their character as Restricted Common Properties upon the expiration of such lease, as determined by the Association. The Association reserves the rights to convey "Restricted Common Properties" to a Neighborhood Association or any non-profit organization. Such conveyance shall be made subject to the provisions of this Declaration and shall contain such additional restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. The Association may add or substitute mortgages; provided, the Neighborhood Association does not have to assume payments or obligations of any mortgage on "Restricted Common Properties" conveyed to it. As an appurtenance to such conveyances, a Neighborhood Association shall have all of the powers, immunities and privileges reserved unto the Association as well as all of the Association's obligations with respect thereto, including the obligation to maintain and enhance. The term "Restricted Common Properties" shall include the term "Restricted Common Area" as used in other Prince George documents.

(z) "Use of Land" shall mean the use designated in the deed of conveyance of a parcel or space or by separate declaration of covenants designating the use for which any particular parcel of land is restricted to in such declaration or incorporated by reference a particular declaration of covenants in deeds by which the Original Declarant has conveyed such land. Reference to "uses" of land, or description of parcels on maps, master plans, and promotional material shall not constitute a designation of use for purposes of this Declaration nor shall such reference create any obligation for the Original Declarant or the Association.

(aa) "Use or Used for Residential Purposes" shall mean to be used as one's residence or normal and customary place of abode and shall not include any use for business or trade purposes such as any activity carried on for the production of income from selling goods or performing services. The use of a portion of a Dwelling Unit as an office may be considered a residential use if such use does not create regular customer or client traffic to and from the Dwelling Unit as determined by the Review Board. No sign, symbol, logo, or nameplate identifying such business is affixed to or about the entrance to the Dwelling Unit, except where the approval of the Review Board has been given.

(bb) The Covenants and Restrictions following will be referred to as the General Covenants for Prince George and will be recorded in the Office of the Registrar of Deeds for Georgetown County, South Carolina, and may be incorporated by reference in deeds to residential property by reference to the Book and Page of recording.

ARTICLE II GENERAL COVENANTS

Section 1. Purposes. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but have been suggested by the Original Declarant in discussions with and in materials submitted to Owners, with the same having been adopted by the Association. These standards and this Declaration are consistent with and serve to complement the Zoning Ordinance of Georgetown County, South Carolina, or any other public authority having jurisdiction over the Development. The Association shall, through the Review Board as defined in Section 4 of this Article, establish and amend from time to time objective standards and guidelines which shall be in addition to and generally more detailed than these Covenants and applicable governmental standards.

Section 2. Powers of the Original Declarant vested in the Association. As the assignee of the Original Declarant pursuant to the Assignment, the Association shall be entitled to exercise all the rights reserved by the Original Declarant under the original Declaration, as amended hereby.

Section 3. Use of Lots and Dwelling Units. Each Lot and Dwelling Unit will be used only for residential purposes, excluding any renting or leasing of a Dwelling Unit except as expressly provided below, and no trade or business of any kind for the production of income from selling goods or performing services may be carried on therein. The use of a portion of a Dwelling Unit as an office by an Owner or Occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided, that in no event will any Lot or Dwelling Unit be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written approval of the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on a Lot or the showing of Dwelling Units for the purpose of selling houses in the Development. Any lease, sublease or rental of a Dwelling Unit for residential purposes will not be considered to be a violation of this covenant so long as the lease, sublease or rental agreement (a) is for not less than the entire Dwelling Unit and all the improvements thereon, and (b) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases, subleases or rental agreements must be in writing and provide for a duration of one (1) year or more for any lease period occurring after December 31, 2018. Upon request, the Owner will provide the Board of Directors with a copy of such rental or leasing agreement. Any occupant or tenant will in all respects be subject to and bound by the terms and conditions of this Declaration and the rules and regulations adopted hereunder but the Owner shall also remain directly responsible for any violation thereof by any occupant or tenant. For purposes of this restriction, any arrangement whereby an Owner receives compensation for use of a Dwelling Unit, whether monetarily or in-kind, is considered rental or leasing of the Dwelling Unit. This includes, for example, participation by the Owner in any formal or informal

home exchange, swap or trade pursuant to a contractual arrangement that results in temporary use of the Dwelling Unit by a third party.

A guest suite or like facility may be included as part of the main dwelling or as an accessory structure, but such suite may not be rented or leased except as part of the entire premises, including the main dwelling and provided that such suite would not result in overcrowding the site.

Section 4. Architectural and Design Review.

(a) Purpose. In order to preserve the natural beauty of Prince George and its setting, to maintain Prince George as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and, promote the value of property, no building, fence, wall, sign, swimming pool, tennis court or other structure shall be erected, placed or altered until the proposed building plans, specifications, (including height, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the proposed location and elevation of such building, fence or other structure, drives and parking areas), landscape plan (including any proposed change in drainage), and construction schedule shall have been submitted and approved in writing as hereinafter provided.

(b) Objective. Architectural and Design review shall be directed towards attaining the following objectives for Prince George:

- (1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms.
- (2) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the property and with surrounding properties and structures.
- (3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with Prince George's overall appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans, officially approved by the Review Board, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.
- (4) Ensuring the plans for landscaping provide visually pleasing setting for structures on the same Lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.
- (5) Ensuring that any development, structure, building or landscaping complies with the provisions of these covenants.
- (6) Promoting building design and construction techniques that respond to energy consumption, water conservation and environmental quality consideration such as heat loss, air emissions, and run-off water.

(c) Architectural Review Board.

(i) The Association shall maintain an Architectural Review Board (such board hereinafter referred to as the "Review Board") under the control of the Association, which shall consist of not less three (3) but no more than five (5) members appointed by the Chairman of the Review Board and ratified by the Board of Directors. The Board of Directors shall appoint the Chairman of the Review Board who shall also be a member of the Board of Directors. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Association. Members of the Review Board shall be subject to removal in accordance with the By-Laws of the Association.

(ii) The Chairman, or in his/her absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month, or upon call of the Chairman; all meetings shall be held at the offices of the Association in Prince George, Pawleys Island, South Carolina, or at such other places as may be designated by the Chairman. A majority of the members, shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the Review Board shall constitute the action of the Review Board on any matter before it. The Review Board shall operate in accordance with its own rules or procedures, which shall be filed with the Association and maintained in the records of the Association.

(iii) The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who shall be licensed to practice in the State of South Carolina, to advise and assist the Review Board in performing the design review function herein prescribed. Membership on the Review Board shall not preclude a professional from being retained by the Review Board.

(d) Review and Approval of Plans for Additions, Alterations or Changes to Structure and Landscaping. No building, wall, fence, sign, swimming pool, tennis court, roof, color and compositions of roof, siding and other exterior materials and finishes, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot, or upon the exterior of any Dwelling Unit, or accessory structure, or upon the Common Properties or Restricted common Properties, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, color and composition of roof, siding or other exterior materials end finish), plot plan (showing the location of such building or structure, drives and parking area), landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.

(e) Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans. Two (2) copies of all plans and related data shall be furnished the Review Board.

One (1) copy shall be retained by the Review Board. The other copy shall be returned to the Property Owner marked "approved" or "disapproved". The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (c) (iii) above. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval unless a different expiration time is specifically stated in the approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification may be based by Review Board upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

(f) Approval Not A Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Association nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agrees to hold the Review Board and the Association harmless for any failure thereof caused by the Owner's architect or builder. The Association reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above-mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

Section 5. Siting. To assure that homes, buildings and other structures will be properly located so that the maximum privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved, pursuant to this Article, on adjacent parcels of land and other aesthetic and environmental considerations, the Review Board reserves the right to control and to decide solely (so long as [a] its decisions are not arbitrary and capricious, and [b] subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction over the Development) the precise site and location of any building or structures on any Property in Prince George, notwithstanding any set-backs or other matters shown on any recorded plats.

The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and previously approved by the Original

Declarant or from the date hereof approved by the Review Board and such location complies with the pertinent land use regulations of public authorities having jurisdiction over the Development, the Review Board shall automatically approve such location for a residence.

The finished grade around a house shall be eighteen (18") inches above the surrounding ground or a minimum elevation of 9.0 msl whichever is greater. Finished floor elevations of homes must confirm to FEMA Flood zone requirements.

Section 6. Minimum and Maximum Size. Except as allowed pursuant to stringent architectural and construction guidelines previously established and administered by the Review Board, a Dwelling Unit shall contain a minimum of three thousand (3,000) square feet and a recommended maximum of six thousand (6,000) square feet of heated and cooled area.

Section 7. Parking. Each Residential Lot Owner subject to these Covenants shall provide off-street space for the parking of at least two (2) automobiles prior to the occupancy of any building or structure constructed on said Residential Lot in accordance with reasonable standards established by the Review Board.

Section 8. Completion of Construction. The exterior of all homes, buildings and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other structures may not be temporarily or permanently occupied or otherwise used until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, walkways, Common Properties or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or by the Association at Owner's expense. The landscaping plan for all Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Section 9. Service Yards. Each Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric, gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Section 10. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone, including but not limited, to the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted, the review Board reserves the right to restrict size, color and content of such signs.

Section 11. Other Buildings and Vehicles. No mobile home, trailer, tent, barn, or other similar outbuilding, vehicle or structure shall be placed on any Residential Lot at any time, either

temporarily or permanently, without prior approval from the Review Board and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailers or residence trailer may be permitted on the Lot, and no boats, boat trailers, campers, motorcycles, motorbikes, recreational vehicles (campers), trucks, or utility trailers may be maintained on the Property, without being located inside an appropriate garage, storage or screened area as prior approval is granted by the Review Board. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, jeeps, "scouts" or "wagoneer" type vehicles or similar, attractive vehicles driven and maintained primarily as a means of transportation.

Section 12. Unsightly Condition. It be the responsibility of each Owner to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his undeveloped or developed Lot, including before, during and after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Upon the failure of an Owner to comply with this requirement for more than thirty (30) days after written demand for compliance has been given by the Association to the Owner, the Association may undertake to fine the subject owner for continued violation of this requirement and/or remove the unsightly condition in a commercially reasonable manner at the expense of the Owner, with all sums so incurred by the Association to be due and payable by the Owner within ten (10) days after written demand for payment is given by the Association to such Owner.

Section 13. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices, including but not limited to, Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

See Section 30 of this Article for additional restrictions applicable to Oceanfront lots.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any Dwelling Unit, provided, said pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other enclosed area approved by the Review Board, for the maintenance and confinement of pets.

Section 15. Water and Sewage. Unless approved by the Review Board, no private water wells may be drilled or maintained and no septic tanks installed or maintained on any Residential Lot so long as the Original Declarant or a public service district or other governmental unit, its successors and assigns, has installed a water distribution line within two hundred (200) feet of such Residential Lot with average daily water pressure in such line

adequate for the normal household use in dwellings served by such distribution line, except with the written approval of the Review Board and all regulatory agencies having approval authority. In addition, no withdraw from any freshwater surface source within the Property may be utilized for irrigation purposes unless a separate private water well is installed with the approval of the Review Board and all regulatory agencies having approval authority to return or replenish the freshwater source with a comparable amount of fresh water.

Section 16. Repairs and Hazards. Any building or other improvement on the property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 17. Offensive Activity. No noxious or offensive activity shall be carried on upon any Residential Lot, Common Properties, Common Area, or any place within Prince George, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 18. Certain Easements. The Association reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground of the Property to erect, maintain and use electric, cable television, and telephone wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes, and shall be vested with all such easements and rights previously reserved by the Original Declarant; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Original Declarant or the Review Board, or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the Review Board and which has been approved in writing by the Review Board.

The Association further reserves a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, C.A.T.V., security cable equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities, and to establish a bike path, on, in or over the street side thirty-five (35') feet of each Lot, and such other areas for such other purposes as are shown on the applicable plats previously reserved by the Original Declarant, and shall be vested with all such easements and rights previously reserved by the Original Declarant. Moreover, the Association may cut, at its own expense, drainways for surface water wherever and whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance and an easement for such purposes.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards

of health, safety and appearance. Any material disturbance to the grounds of any Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Association or prompt and reasonable remuneration for such repair shall be made to such Owner by the Association.

The Association reserves a perpetual, alienable and releasable easement and right on and over and under the Property to dispense pesticides and take other action which in the opinion of the Association is necessary or desirable to control insects and vermin, to cut fire breaks and other, activities which in the opinion of the Association are necessary or desirable to control fires on the Property, or any improvements thereon, and shall be vested with all such easements and rights previously reserved by the Original Declarant.

In addition, the Association reserves a perpetual, alienable and releasable easement and right on, over and under the Property to take such action to control deer, hogs and such other animals as in its discretion shall be warranted for the good of the Development, and shall be vested with all such easements and rights previously reserved by the Original Declarant.

Section 19. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior, portion of any dwelling or other structure or property within Prince George, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Residential Lot or Dwelling Unit which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

- (a) The provisions of this Section shall not prohibit the Association from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within Prince George; and
- (b) Television dishes not to exceed eighteen (18") inches in diameter may be allowed on certain lots pursuant to guidelines established by the Review Board.

Section 20. Trespass. Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 21. Parcels. No Residential Lot shall be subdivided, or its boundary lines changed. However, the Board hereby expressly reserves to itself, its successors or assigns, the right to replat any such Lot or Lots and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site, including but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, parks, recreational facilities and Lots. Notwithstanding the foregoing, the tract shown as "Pate Lands" may be subdivided into two Lots if authorized by public authorities having jurisdiction over the Development.

The provisions of this Section shall not prohibit the combining of two (2) or more

continuous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Notwithstanding the foregoing, the consolidation of Lots shall not result in the abatement or reduction of assessments applicable to each Lot, and such Owner shall be responsible for the payment of assessments based on the number of Lots owned prior to such combination. Consolidation of Lots, as described above, must be approved by the Board, said approval to be granted in the Board's sole discretion upon such terms and conditions as may be established by the Association from time to time.

Section 22. Bridges. Notwithstanding any other provisions in this Declaration, the Association expressly reserves the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, walkways, or lagoons in Prince George, and shall be vested with all such rights previously reserved by the Original Declarant. Nothing in this Section shall be construed as placing an affirmative obligation on the Original Declarant or the Association to provide or construct any such improvements.

Section 23. Building Height. All building heights shall be in accordance with the provisions of the Review Board guidelines and pertinent land use regulations of the public authorities having jurisdiction over the Development.

Section 24. Repurchases. When any Residential Lot or Dwelling Unit within Prince George is offered for sale by an Owner or successors in title to the Owner, the Association shall have the option to purchase such property at the price and on the terms of any *bona fide* offer for such property made in writing to the Owner at such time and submitted to the Association for verification. The Association shall have thirty (30) days after presentation of such offer to the Association to exercise this purchase option. If the Association declines to exercise this option, it shall execute a Waiver of Repurchase Option, said Waiver to be an instrument prepared by the Association, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however, such sale to a third party not be consummated within six (6) months of the date of the offer transmitted to the Association, the terms and limitations of this Section shall again be imposed upon any sale by the Owner.

If the Association shall elect to purchase such property, the transactions shall be consummated within thirty (30) days following delivery of notice by Association to the Owner of its decision to purchase, time being of the essence.

Notwithstanding the foregoing, the provisions of this Section 23 shall not apply to any holder of a first mortgage on a Residential Lot or Dwelling Unit within the Property.

Section 25. Ingress and Egress; Roadway. The Owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such owner and successors in title) and agrees that such ingress and egress to its property may be limited to roads deeded to the Association subject to the provisions of these Covenants, Owner and their

mortgagees shall have access to and through the Property over the roads deeded to the Association.

The Association shall have the right, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of toll charges for use of such roads by members of the general public, including invitees, except that (i) no such toll shall be applicable to any Owners, lessees, mortgagees or tenants of Owners, nor shall the toll be applicable to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Owner is with the specific permission of the Owner, or his duly authorized agent; provided, that this exception shall not apply to commercial or construction vehicles of any kind; (ii) no such toll charge shall be applicable to guests of the Association; and (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; provided, however, that the Association reserves the right to limit access to the Property to the Association's personnel, Owners, lessees or tenants, their guests and invitees and mortgagees. The Association reserves the right to provide alternate access roads for construction traffic and limit traffic on such alternate roads.

Section 26. Multiple Ownership of Properties and Notice by Owner. Whether, and to what extent, multiple ownership of properties will be permitted shall be determined by the Association from time to time and shall be subject to limitations on use of facilities, membership, manner of ownership and voting rights as determined by the Association. It shall at all times be the responsibility of any Lot Owner to keep current with the Association and designate, the name and address of the person authorized to cast the vote assigned to each Lot and to receive notifications from the Association. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by all of the Owners of the Lot. For any Lot owned by a partnership, trust, corporation, limited liability company or other such entity, all partners, trustees, owners or members of such entity, as applicable, shall be required to sign the certificate designating the representative for the entity. All certificates shall be deemed valid until revoked by a subsequent certificate. Any such designation may not be changed more than once during any calendar year.

Section 27. Prohibition Against Interval Ownership. The property subject to these Covenants, including any improvements thereon or to be built thereon, shall not be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Interest as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10 et seq., or any subsequent laws of this State dealing with that or similar type of ownership without the prior written consent of the Association.

Section 28. Access to Recreational Amenities. The Association shall have the right to establish the rules and regulations for access to and use of all facilities, including, but not limited to, the extent and nature of guest privileges to be permitted and the costs and fees for the use of such recreational amenities.

Section 29. Lien for Assessments. In order to maintain the high standards of the subdivision, each Lot and/or Dwelling Unit in the subdivision shall be subject to certain assessments as provided in the attached By-Laws, which shall be secured by a lien upon each Lot and Dwelling Unit until the same is paid, unless otherwise determined by the Association.

Section 30. Reciprocal Easements Between Certain Oceanfront Lot Owners. In order to limit access points to the beach, two (2) foot wide reciprocal easements are designated between certain Oceanfront Lots for joint access to the beach as shown on the subdivision plat for permitted construction of walkways to the beach. Construction cost, maintenance and repair shall be shared jointly by Lot owners. In the event the parcel designated as Pate Lands on the plat referred to in Article I, Section (s) is subdivided into two (2) Lots, such a reciprocal easement shall exist between the two (2) lots.

Section 31. Conservation Easement Agreement. To the extent that the terms and provisions of that certain conservation Easement Agreement dated April 11, 1994, and recorded in the Office of the Register of Deeds in Georgetown County in Deed Book 566 at Page 314, et seq. between the University of S.C. Development Foundation and South Carolina Department of Parks, Recreation and Tourism are applicable to any Lot or Lots in the Development, the terms and provisions thereof are incorporated herein so that the Association shall have the right to enforce said terms and provisions against a purchaser, including subsequent purchasers, of a Lot or Lots within the Development.

Section 32. Rules and Regulations; Adoption and Publication. The Board of Directors shall have the authority to adopt rules and regulations governing the use of the Property from time to time and shall furnish a written copy of said rules and regulations to the Owners upon request. Any modifications or additions to the current rules and regulations for Prince George shall be distributed to the Owners at least thirty (30) days before such modifications or additions become effective.

ARTICLE III ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Residential Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Review Board. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration. Written approval cannot be granted for any alteration of salt marsh wetland approval from Federal or State regulatory agencies, as applicable. Willful destruction of salt marsh is prohibited by law, and violators are subject to a fine. Dune grass vegetation (e.g., sea oats) is protected on the outermost dune, and all efforts must be made to preserve such vegetation on back dunes.

Section 2. Tree and Debris Removal. No trees of any kind may be removed without the written approval of the Review Board; provided, however, that approval of removal of trees (or portion thereof) that may represent a potential danger to improvements on any Lot, as well as dead or diseased trees shall not unreasonably be withheld. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such buildings will be granted unless such removal will substantially decrease the beauty of the Property in the Review Board's sole and absolute discretion. The Review Board reserves the right to have any live oak trees preserved and to have site planning provide for their retention.

Each Owner shall maintain the landscaping of his/her Lot in a first-class, good, safe, clean, neat and attractive condition consistent with the general appearance of other Lots within Prince George. Each Owner shall remove any dead, dying or diseased landscaping within such Owner's Lot at least two (2) times a year, during Spring and Fall. For any storm damage to trees, bushes or other landscaping, each Owner shall have a period of time not to exceed three (3) months to remove such storm damage from the Lot, including the removal and disposal of damaged or downed trees. In the event an Owner fails to remove any storm damage from the Lot within such three (3) month period, the Association shall have the right, but not the obligation, to remove such storm damage from an Owner's Lot and to assess the Owner for the cost of such removal.

Section 3. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Association and its agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices.

To implement effective insect, reptile and woods fire control, the Association and its agent have the right to enter upon any property building or structure that has been constructed thereon for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

Section 4. Erosion in Common Properties. The Association shall have the right, but shall not be obligated to protect all Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Association. The right is likewise reserved to the Association to take steps necessary to provide and insure adequate drainage ways in Common Area, to cut fire breaks, and to move diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Owners.

Section 5. Operation of Motorized Vehicles on Beach and Dunes. Motorized vehicles (2, 3 or 4 wheel) are not allowed on the dunes or beach, except for emergency, security or special purposes by permit only.

ARTICLE IV COMMON AREA

Section 1. Dedication of Common Area. In order to preserve and protect natural, scenic, historic and recreational resources, soils, wetlands, game and birds in evidence on the Property, the Original Declarant has designated lands and/or ponds, lagoons, and other bodies of water that it has conveyed to the Association or to which it continues to hold title as Common Area. In addition, the Association may assign, lease, transfer and otherwise dedicate to the Association, or such other non-profit associations which may be created for the benefit of Owners of property within certain areas in Prince George, such Common Area property, and upon such assignment, lease, transfer or dedication, the Association will assume the obligation to maintain and protect such Common Area in a manner consistent with the restrictions and obligations set forth in the instrument of conveyance. No property shall be Common Area or Restricted Common Area unless it is dedicated in the following manner:

- (i) It is described as such in a Declaration signed and formally executed by the legal title holder of record (other than a surveyor's plat); and
- (ii) Accompanied by a surveyor's plat reciting the number of square feet or area of Common Area in the survey, both of which shall be recorded in the ROD Office.

No designation of property as Common Area or Restricted Common Area on a Map, Master Plan, aerial photo, drawing, whether recorded or unrecorded, shall be effective as a "dedication" of such property.

Section 2. Sales Office Easement. The Association reserves an easement for the term of this Declaration over, across and upon that certain tract of land containing 22.813 acres and designated as Parcel 6 on the plat referred to in Sections (s), (t) and (u) of Article I of this Declaration for the construction, maintenance and repair of an office and such incidental activities as may be required for the conduct of a general real estate sales and real estate development and construction office as the Association may allow to operate if approved by public authorities having jurisdiction over the Development.

Section 3. Rights in Common Areas and Restricted Common Areas. The Association shall have the right to go on, over and under the ground to erect, maintain and use electrical, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other infra-structure, public conveniences or utilities in said Common Area areas and Common Properties and Restricted Common Areas. These rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further the right to locate wells, pumping stations, siltation basins and tanks within such Common Areas, Common Properties and Restricted Common Areas.

Section 4. No Affirmative Obligations of the Original Declarant. It is expressly understood and agreed that the granting herein of easement pertaining to Common Area and Common Properties and Restricted Common Area and the reservation by the Original Declarant of rights pertinent thereto in no way places a burden of affirmative action on the Original Declarant or the Association, and the Original Declarant and the Association are not bound to make any of the improvements noted herein, or to extend to any Owner any service of any kind.

Section 5. Offensive Materials in Common Area and Common Properties. No trash, garbage, sewage, sawdust, building materials or any unsightly or offensive material shall be placed upon Common Area or Common Property, except this provision shall not apply to any waste treatment facility, maintenance areas or water towers established on the Property by the Original Declarant prior to the Assignment or the Association.

**ARTICLE V
SPECIAL RESTRICTIONS AFFECTING
WATERFRONT AND AREAS FRONTING WETLAND AREAS**

Section 1. Waterfront Property. In order to preserve the natural appearance and scenic beauty of the property, there is hereby established a buffer zone or easement on all Lots fronting on marshlands, inland ponds, lakes and waterways as set forth on the applicable plats. No activity may be engaged in within this buffer zone or easement unless permitted by public authorities having jurisdiction over the Property and the Review Board.

Section 2. Trespass. Whenever the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 3. Oceanfront Property. The Association hereby covenant and agree that the areas extending from the mean high water mark of the Atlantic Ocean (as such mark may vary from time to time) to the front Lot lines of subdivided Residential "Oceanfront" Lots shall remain basically in their current, natural state of existence without any man-made structures or improvements being erected thereon, except as may be permitted by the Review Board and constructed in compliance with the applicable regulations of the DHEC office of Ocean and Coastal Resource Management, or any other local, State or Federal government department or agency having jurisdiction. This covenant shall run with and be for the benefit of the aforesaid subdivided residential "Oceanfront" Lots, and shall not be subject to the amendment provisions of Article VIII hereof.

Section 4. Alteration of Shorelines. The shoreline of Lots bordering on wetlands, lakes, the ocean or any body of water may not be altered in any manner, including but not limited to, bulkheading, or shore protecting measures and digging or slips, without the express written permission of the Review Board, and the Association through the Review Board reserves the right to prescribe the manner of and the materials to be used.

Section 5. Use of Waterways. The manner in which lakes, canals and waterways, either natural or man-made, within Prince George may be used will be at the sole discretion of the Association.

ARTICLE VI ADDITIONS TO PROPERTY

Section 1. Additions. The Association shall have the right, without further consent of the Owners, to bring within the plan and operation of this Declaration as many as sixty-seven (67) additional Lots so long as they are created from property contiguous with the then existing portions of Prince George. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, road-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect, of the covenants and restrictions of this Declaration to such, additional property after which it shall fall within the definition of Property as herein set forth. The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this

Declaration as may be necessary, or convenient, in the judgment of the Board of the added properties and as are not inconsistent with this Declaration.

Section 2. Other Additions. Upon approval in writing of the Association pursuant to Board approval and a three-fourths (3/4) of the vote of those Owners present in person or by proxy at a duly called meeting of the members of the Association at which a quorum is present, the owner (except the Original Declarant) of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Board with the concurrence of the Review Board, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

**ARTICLE VII
PRINCE GEORGE MARINA**

The Marina Owner’s Association, Inc. operates a marina consisting of approximately thirty-one (31) slips situated on the Waccamaw River. The marina is not an amenity of the Association and any ownership, rental or use of a boat slip is subject to the terms of that certain “Master Deed Establishing a Horizontal Property Regime” dated and recorded January 5, 2005 in Deed Book 1599 at Page 76 in the Office of the Register of Deeds for Georgetown County (“Master Deed”). With the exception of two (2) slips that have been conveyed to PG Preservation, LLC and as further detailed in the Master Deed, each slip shall become a part of a Lot within the Prince George River Tract and may not be sold or mortgaged separately. Title to a slip attached to a Lot must be conveyed with title to such Lot. Nor shall any slip be rented or leased to anyone other than an owner of a Lot within Prince George (either the Ocean Tract or the River Tract). In the event a slip is rented or leased to a Lot Owner as aforesaid and the Lot Owner shall sell said Lot, the rental or lease agreement shall become null and void.

**ARTICLE VIII
DURATION, AMENDMENTS,
ENFORCEMENT, SEVERABILITY AND INTERPRETATION**

Section 1. Duration. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically, including but not limited to the Original Declarant, for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by the then Owners of two-thirds (2/3) of Residential Lots and Family Dwelling Units in the Property.

Section 2. Amendments. The procedure for amendment shall be as follows: All proposed amendments shall first be approved by the Board, and if so approved, shall be submitted to a vote of the Owners at a duly called meeting and any such proposed amendment

shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given such Owner at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than thirty (30) days after the date of the meeting of the Owner at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum, shall be placed of record, provided, however, that neither the Owners nor the Association shall have the right to revoke, cancel or amend an easement granted or reserved in this Declaration. For purposes of amending and restating the Original Declaration, this Declaration shall be deemed an Addendum upon recordation in the ROD Office.

The quorum required for any action authorized to be taken by the Owner under this Section 2 shall be as follows:

The first time any meeting of the Owners is called to take action under this Section 2 the presence at the meeting of the Owners or proxies entitled to cast sixty (60%) percent of the total vote of the ownership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice, and the required quorum at such subsequent meeting shall be the presence of Owners in person or by proxies entitled to cast fifty (50%) percent of the total vote.

Section 3. Enforcement. In the event of a violation or breach by any Owner, person present on the Property under the control of an Owner or any invitee of such Owner of any of the affirmative obligations or restrictions contained in this Declaration or any rules and regulations adopted by the Association in accordance with this Declaration, the Association or any other Owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

The Association may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including, but not limited to, legal fees incurred in maintaining compliance with these Covenants. Enforcement of these covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants. The failure to enforce any rights, reservations, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Section 4. Self Help. The Association may exercise self-help to cure violations (specifically including, but not limited to, the towing, booting or immobilization of vehicles that are in violation of parking rules pertaining to the Residential Lots, the Common Areas and any

private sidewalks, roads and rights-of-way within the Common Areas, and sidewalks, roads and rights-of-way prior to their turnover to and acceptance by a public authority for ownership and maintenance) and may suspend the right of an Owner to use any Common Areas (except legal access to the Owner's Residential Lot and Dwelling Unit) within the Property if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge due to the Association. All reasonable costs incurred by the Association in connection with the curing of any violation described above shall be due and payable by the Owner to the Association within ten (10) days after written demand for payment is made by the Association to the Owner.

Section 5. Easement in Support of Self Help. The Association shall at all times have the right and easement to go upon any Residential Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of architectural guidelines applicable to a Residential Lot. Any entry onto any Residential Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity.

Section 6. Discretion as to Enforcement. The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or in any case in which the Board reasonably determines that it is not in the best interest of the Association to pursue its remedies at law or in equity. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to stop the Association from enforcing any other covenant, restriction or rule.

Section 7. Mediation of Disputes. Except as provided below, in the event any dispute, claim, question or disagreement arises out of or relates, directly or indirectly, to this Declaration, the By-Laws or the Rules and Regulations, including any breach thereof (a "Dispute"), the parties will first use their good faith best efforts to resolve the Dispute by negotiations, recognizing that it is in the interest to the Association and all Owners to reach a just and equitable solution. If the Dispute cannot be settled by negotiations within ten (10) days after a meeting as requested by any Owner or the Association to resolve the matter by negotiations, the parties will submit the Dispute to mediation in accordance with the Commercial Mediation Procedures of the American Arbitration Association ("AAA") or such other mediation procedure as mutually agreed. Each party will bear its own expenses of mediation and the parties will share the mediator's fees and any filing fees equally. To commence the mediation, either party may seek agreement from the other party as to a qualified mediator, but if agreement cannot be reached within 10 days after a request for mediation, either party may petition the Administrative Judge for the South Carolina Fifteenth Judicial Circuit for appointment of a neutral mediator. Only if a Dispute remains after the required mediation, shall a party be entitled to commence a legal proceedings to resolve the Dispute; provided, however, that the mediation obligation set forth in this Section 7 shall not be applicable to the Association with respect to any collection activities related to the payment of Assessments or other amounts due the Association after written notice is provided by the Association that legal action is in the process of being commenced, or to any legal action commenced by the Association after the Board determines that an emergency situation exists that requires immediate legal attention to protect the Owners and *Prince George*.

Section 8. Recovery of Costs if Litigation Commenced. In the event any Owner or the Association commences a legal proceeding to resolve any Dispute, including collect any sums due the Association, the prevailing party in such legal proceeding shall be entitled to an award of all out-of-pocket costs and expenses (including reasonable attorneys' fees) related to the legal proceeding.

Section 9. Severability. Should any covenants or restrictions herein contained, or any Article, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 10. Interpretation and Conflicting Terms. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best tend toward the consummation of the general plan of development of the Property. The provisions of these covenants shall be given full force and effect notwithstanding the existing of any zoning ordinance which allows a less restricted use of the Property. In the event of any conflict between the terms and conditions of this Declaration and the terms and conditions of Bylaws of the Association, the terms and conditions of this Declaration shall control.

Section 11. Incorporation by Reference. That certain First Supplemental Declaration of Restrictive Covenants, dated April 7, 1998 and recorded in the ROD offices on April 9, 1998 in Book 860 at Page 103; that certain First Amendment to the Declaration of Covenants and Restrictions for Prince George, dated June 18, 1998 and recorded in the ROD Offices on June 18, 1998 in Book 878 at Page 144; that certain Second Amendment to the Declaration of Covenants and Restrictions for Prince George dated July 31, 2002, and recorded in the ROD Offices on July 31, 2002 in Book 1296 at Page 263; and that certain Third Amendment to Declaration of Covenants and Restrictions for Prince George dated November 18, 2002 and recorded in the ROD Offices on November 19, 2002 in Book 1326 at Page 349, are all incorporated in this Declaration by reference as if fully set forth herein, with each of such instruments to supplement the terms of this Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PRINCE GEORGE COMMUNITY ASSOCIATION, INC., a South Carolina nonprofit corporation, has caused these presents to be executed by its duly and authorized Officer under seal this 4 day of JUNE, 2018.

IN THE PRESENCE OF

PRINCE GEORGE COMMUNITY ASSOCIATION, INC., a South Carolina nonprofit corporation (SEAL)

[Signature]
Witness #1
[Signature]
Witness #2

By: SCOTT EATON
Name: [Signature]
Title: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me, the undersigned Notary Public for South Carolina, this 4 day of June, 2018 by SCOTT EATON, the President of Prince George Community Association, Inc., on behalf of said entity.

[Signature]
Printed Name: Rhonda Daniel
Notary Public for Georgetown Co.
My Commission Expires: 7-9-23

[Notary Seal]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1, 2, 3, 4 AND 5 AND OPTION PARCELS A AND B

All that certain pieces, parcels or tracts of land situate, lying and being in the County of Georgetown, State of South Carolina and known and designated as Parcels 1, 2, 3, 4 and 5, and Option Parcels A and B as shown on Sheet 1 of a plat entitled "Boundary Survey of The Ocean Tract For University of South Carolina Development Foundation and Prince George Acquisition Group", and Sheet 2 of a plat entitled "Boundary Survey of The Prince George River Tract For University of South Carolina Development Foundation and Prince George Acquisition Group", dated September 14, 1996, prepared by Survey Technology, Inc. and recorded in the Office of the Clerk of Court for Georgetown County at Plat Slide 213 at Page 4 and 5. All of which will more fully appear by reference to said plat which is incorporated by reference and made a part and parcel hereof.

This being a portion of the premises conveyed to the Prince George Acquisition Group by deed of The University of South Carolina Development Foundation dated October 18, 1996 and recorded on October 21, 1996 in the Office of the Register of Deeds for Georgetown County in Deed Book 727 at Page 266.

EXHIBIT "B"

BY-LAWS

OF

PRINCE GEORGE COMMUNITY ASSOCIATION, INC.

BY-LAWS
OF
PRINCE GEORGE COMMUNITY ASSOCIATION, INC.

ARTICLE I
IDENTITY

Section 1. These are the By-Laws of Prince George Community Association, Inc. (hereinafter referred to as the Association), a non-profit corporation existing under the laws of the State of South Carolina, which has been organized for the purpose of bringing together property owners of that area of Georgetown County, South Carolina, formerly a portion of Arcadia Plantation known as Prince George, and described on Exhibit "A" attached hereto, and additions thereto.

ARTICLE II
OFFICES

Section 1. The office of the Association shall be located at such place in Georgetown County as the Board of Directors may from time to time designate.

ARTICLE III
SEAL

Section 1. The seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed "SEAL" and such seal as is impressed on the margin hereof is adopted as the corporate seal of the Association.

ARTICLE IV
MEMBERSHIP

Section 1.

- a) All Owners shall be Members of the Association and, along with each Lot in Prince George, shall be subject to the assessments contained herein. Every Owner and Spouse (whether or not a title holder), as well as the lessee of the Real Estate Office, shall be a member of the Association. Provided however, when any property entitling the Owner thereof to membership in the Association

is owned of record in the name of a corporation, trust, partnership or two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one officer, trustee or person shall be designated as the person to bind all the others and to whom the certificate of membership shall be issued. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by such Owner.

- b) Likewise, between spouses, one shall be designated as the person to bind both. The lot owning spouse shall designate the spouse to bind both by the same process used by multiple owners set out in (a) above. Absent the filing of a designation the deceded titleholder is presumed to be the voter of designation.
- c) Designation forms attached as Exhibit "B"

Section 2. CLASSES. The Association shall have the following classes of membership:

(a) **HOME OWNER CLASS.** A Member who has completed construction of an approved home on a lot in the subdivision shall be a Home Owner Member.

(b) **LOT OWNER CLASS.** A Member who owns an unimproved lot in the subdivision shall be a Lot Owner Member.

(c) **HONORARY CLASS.** Such persons as the Board of Directors may from time to time deem desirable in order to further the purposes of the Association shall be Honorary Members, without a vote.

(d) **SPOUSE OF LOT OWNER**

Section 3. VOTING RIGHTS. The respective Members shall have the following voting rights:

(a) On matters submitted to a vote of the membership, each holder of a Home Owner Class certificate shall be entitled to one vote.

(b) On matters submitted to a vote of the membership, each holder of a Lot Owner Class certificate shall be entitled to one (1) vote. There shall be no more than one vote per lot.

(c) Honorary Class Members shall enjoy the privileges of membership, but shall not have voting rights and shall not be eligible to serve as Directors or Officers of the Association.

(d) There shall be one vote per lot. In the event an Owner shall own more than one Lot, that Owner shall have one (1) vote for each Lot owned. The Board of Directors may grant Prince George Realty a vote so long as it is a member of the Association.

Section 4. TRANSFER OF MEMBERSHIP. Membership in the Association is not transferable or assignable, until property is transferred by sale or deed.

Section 5. HONORARY MEMBERSHIPS. The Board of Directors shall have the authority to grant and/or revoke honorary membership to such persons, as they may from time to time deem desirable in order to further the purposes of the Association.

ARTICLE V

CERTIFICATES OF MEMBERSHIP

Section 1. CERTIFICATES OF MEMBERSHIP. The Board of Directors shall provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President and by the Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

Section 2. ISSUANCE OF CERTIFICATES. When a Member has been elected to membership, has paid such fees and assessments that may then be required and has executed such documents as may be required by the Association, a certificate of membership shall be issued in his name and delivered to him by the Secretary.

ARTICLE VI

ASSESSMENTS

Section 1. ASSESSMENTS. In order to maintain the high standard of Prince George, each Lot and Dwelling Unit or other parcel of land in the subdivision included under this Article is hereby subject to Assessments which shall, after notice of pendency of an action to recover the said Assessment (Notice of Lis Pendens) has been filed with the Registrar of Mesne Conveyances for Georgetown County by the Association, its successors and assigns, be secured by a lien upon each such Lot until the same is paid. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The Annual Assessment shall be set by the Board of Directors of the Association, and payable within thirty (30) days after written notice to each Owner. Increases in the annual assessment are limited to no more than 10% per calendar year, effective 1-01-08. The funds

derived from the Annual Assessment shall be used for the payment of maintenance, improvement and operation expenses of Prince George, including Common Properties, walkways, streets, roads, bridges and recreational facilities and for any other purpose necessary or desirable in the opinion of the Board of Directors of the Association, for the general benefit of the subdivision. The judgment of the Board of Directors of the Association in the expenditure of Assessments and fees shall be final, provided, however, no funds shall be used for the original construction of subdivision streets, roads, a water system, a sewer system or original construction of recreational facilities.

Any person desiring to obtain information as to the amount of any lien, or any dues, and assessments shall communicate with the Treasurer of the Association and obtain evidence from the Treasurer of the amount of such lien or satisfaction of such lien which shall be conclusive proof and evidence of any such lien or satisfaction thereof.

The initial schedule of Annual Assessments for the various types of property within Prince George commencing January 1, 1996, shall be as follows:

<u>Property Type</u>	<u>Initial Regular Annual Assessment</u>
Residential Lots	\$1,200.00

Section 2. DATE OF COMMENCEMENT AND PRORATION OF ANNUAL ASSESSMENTS. Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence in 1996, and shall be pro-rated as provided herein. Each subsequent Annual Assessment shall be made for the calendar year and shall become due and payable on or before January 31 of that year. The Board of Directors of the Association shall have the power to change the date upon which annual payment of Annual Assessments shall be due and payable. On all Residential Lots conveyed subsequent to January 1 of each year, the Annual Assessment shall be prorated as of the date of the closing of the sale. In addition, at closing each purchaser shall pay to the Association an initial assessment in an amount not less than the full amount of the Annual Assessment as determined by the Board of Directors, which funds shall become reserve funds pursuant to Article VI, Section 4 hereof or be used for purchase of original equipment or other start-up cost.

Section 3. SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS. In addition to the Annual Assessments authorized by Section 1 hereof, the Association may levy Special Assessments, for the following purposes:

- (a) For construction or reconstruction, repair or replacement of capital improvements upon the Common Properties or Common Area of Prince George, including the necessary fixtures and personal property related thereto;

- (b) For additions to the Common Properties or Common Area of Prince George;
- (c) To provide for the necessary facilities and equipment to offer the services authorized herein; or
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein; or
- (e) To renourish or make repairs or maintenance to the beach, or riverfront, where such property fronts or adjoins Prince George Property; or
- (f) For reconstruction, repair or maintenance or replacement of roadways, walkways or easements which adjoin or provide entry into Prince George Property.

Such assessment before being charged must have received the assent of a majority of the votes of the Members responding to a mail referendum within thirty (30) days of mailing (there being no quorum requirement). The Special Assessment in any one year may not exceed a sum equal to the amount of the maximum annual assessment permitted for such year on any particular class or type of property, except for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss not covered by insurance.

Section 4. RESERVE FUNDS. The Association shall establish reserve funds from its Annual Assessments and/or initial assessments collected under Article VI, Section 2 hereof to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss not covered by insurance, (c) recurring periodic maintenance, or (d) initial costs of any new service to be performed by the Association.

Section 5. NEIGHBORHOOD ASSESSMENTS. In addition to the Annual Assessment and Special Assessment authorized in Sections 1 and 3 of this Article, when any area or portion of Prince George has been designated a Neighborhood Area for the benefit of Owners of property within the area so designated, the Board of Directors of the Association is hereby empowered to levy assessments to be used for the benefit and/or operation of the particular Neighborhood Area of Prince George, the payment of which assessment shall be borne by the Owners within such area only; such assessment being herein referred to as "Neighborhood Assessments". A Neighborhood Assessment can only be levied by the Board of Directors of the Association after a determination that the affected area of the property has such need of a particular addition or improvement as would justify the expenditure therefore by the Owners who would be assessed and who would enjoy the benefits of such improvement or addition and/ or the operation thereof or when seventy-five (75%) percent of the Owners within a particular Neighborhood Area with the approval of the Association vote to levy a Neighborhood Assessment. In cases where such determination is made by the Board of Directors, the levy of the applicable Neighborhood Assessment by the Board of Directors of

the Association shall be final and not subject to approval by either the whole body of Members or by those Members who would be subject to the Neighborhood Assessment.

If a Neighborhood Assessment is made for an improvement or addition which requires a continuing assessment for maintenance and/or operational costs, then those Owners subject to the levy of the Neighborhood Assessment may discontinue and abolish such Neighborhood Assessment if such Owners so vote in a referendum held during the second or any subsequent year of such a continuing Neighborhood Assessment. In such referendum, in the event sixty-six and 2/3rd (66 2/3%) percent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon shall be deemed to have been authorized by such Members. Should any costs result from the removal of any addition or improvement where a particular Neighborhood Assessment is discontinued, such costs shall be funded by the Neighborhood Assessment before its discontinuance.

ARTICLE VII

PRIVILEGES OF MEMBERSHIP

Section 1. Membership in the Association shall include, but not be limited to, the privilege of using all streets, walkways and access roads within the subdivision; the right to apply for membership in any existing or proposed private clubs, social or recreational, within the subdivision subject to such limitations as there may be placed on the number of members and such rules and regulations as there may be promulgated as to such clubs; and any and all other such privileges as may be from time to time designated by the Association.

Section 2. The use of Common Property owned or controlled by the Association, including but not limited to streets, walkways and access roads shall be subject to reasonable rules and regulations as may be set forth by the Board of Directors of the Association or the Partnership, and the Association shall have the right to suspend membership privileges and to assess fines against the Member, who himself or whose guests or family members, violates said rules and regulations as established, or who threatens the safety of any person.

Section 3. A Co-owner not designated a member pursuant to Article IV; Section 2 shall be entitled to access only in accordance with rules and regulations established by the Association, its successors and assigns.

ARTICLE VIII

MEMBERS' MEETINGS

Section 1. PLACE. All meetings of the Association Membership shall be held at the office of the Association, or at such other place as shall be designated by the Board of

Directors of the Association and stated in the Notice of Meeting, and shall be open to all Owners.

Section 2. MEMBERSHIP LIST. At least ten (10) but not more than forty (40) days before every meeting of the Association or election of directors, a complete list of Members of the Association shall be prepared by the Secretary. Such list shall be maintained in the office of the Association for at least ten (10) days prior to any meeting or election and ten (10) days after any meeting or election.

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 persons authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least fourteen (14) days (but not more than thirty [30] days) before such meeting to each Member entitled to vote thereat, to the last known address of the person or entity who appears as Member on the records of the Association. Notice to one (1) or two (2) or more co-owners shall constitute notice to all co-owners, if that co-owner has been designated by the co-owner or co-owners pursuant to Article IV, Section 1(a). It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member after notice is mailed shall be deemed to have been given notice if notice was given the predecessor-in-title. 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. Evidence of such meeting having been given may consist of an Affidavit of Meeting evidencing that the requisite notice was posted at least fourteen (14) days prior to such meeting.

Section 4. ANNUAL MEETINGS. Unless otherwise provided by the Board of Directors, the annual meetings shall be held at Prince George, or such other place as shall be designated by the President of the Board of Directors, at 10:00 o'clock A. M. on the first Saturday in June of each year for the purpose of electing directors and of transacting any other business which may properly come before the meeting, provided however, if that day is a legal holiday the meeting shall be held at the same hour on the next business day.

Section 5. SPECIAL MEETINGS. Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third in number of the entire membership.

Section 6. QUORUM. Except as otherwise expressly provided in Article IX, Section 1, a quorum at Members' meetings shall consist of so many Members as are entitled to vote fifty (50%) percent plus one or more of the total votes entitled to be cast; the acts approved by a majority of the aforesaid fifty (50%) percent plus one vote, voting in the manner provided in Article IV, Section 3 hereof, a quorum being present in person or by proxy, shall constitute a decision of the Members and shall be binding upon the Members except where otherwise provided in these By-Laws. If the required quorum is not forthcoming at any such meeting, a

second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum required for such third meeting.

Section 7. WAIVER AND CONSENT. Whenever the vote of Members at a meeting is required or permitted by any provisions of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be waived if Members entitled to cast a majority vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all Members unless all Members participated in the approval of such action.

Section 8. PROXIES. Votes may be cast in person or by proxy. A proxy may be made in writing by any Member entitled to vote and shall be valid for such period as provided by law unless a shorter period is designated in the proxy and must be filed with the Secretary before the appointed time of the meeting.

Section 9. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 10. VOTING BY MAIL. Where Directors are to be elected by Members, such elections may be conducted by mail in such manner, as the Board of Directors shall determine.

ARTICLE IX BOARD OF DIRECTORS

Section 1. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Members. These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.

Powers. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) To adopt and publish rules and regulations governing the use of the Common Properties, Restricted Common Properties, if applicable, and facilities located thereon, and the

personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To 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 infraction of published rules and regulations;

(c) To 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, including appointing and/or removing members of the Review Board.

(d) To 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;

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

(f) To secure Officers and Directors' Liability Insurance covering the Officers and Directors of the Association at the expense of the Association.

Duties. The duties of the Board of Directors shall specifically include, but shall not be limited to, the following:

(a) To 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 any special meeting when such statement is requested in writing by one-fourth (1/4) of the Membership;

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

(c) As provided herein and in the Declaration, to:

(1) Fix the amount of the Annual Assessment against each property ownership in advance of each Annual Assessment period and present said Annual Assessment and a budget to the Members at the Annual Meeting at which time any amendment to the Annual Assessment shall be adopted only upon a three-fourth (3/4) vote plus one of the Members (voting in the manner provided in Article IV, Section 3 hereof) at the Annual Members' meeting or at any duly called Special Meeting; provided however the

amount of the annual assessment shall not increase more than 10% in any calendar year beginning January 1 of 2008.

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) 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) To issue, or to cause the Treasurer 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 the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) To procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration;

(f) To cause all officers or employees of the Association having fiscal responsibilities to be bonded, with fidelity bonds in the form and amount required by the Association, and the premium on such bonds shall be paid by the Association; and

(g) To cause the Common Properties and Restricted Common Properties to be adequately maintained.

Section 2. MEMBERSHIP. The Board of Directors shall consist of not less than five (5) nor more than nine (9) members. The number to serve on the Board of Directors shall be set annually by the Board of Directors.

Section 3. NOMINATION. Nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. The nominating committee shall consist of at least 3 property owners proposed by the President and approved by the Board. The committee shall elect its Chairman. Nominations may also be made by a petition of not less than fifteen (15) Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next 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 only from among Members, except as provided in Section 2 of this Article.

Section 4. ELECTION OF DIRECTORS. Except as otherwise provided herein, election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual Members' Meeting.
- (b) Except as to vacancies created by removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors.
- (c) Any Director may be removed by a two-thirds (2/3) vote of the membership at a special meeting of the Members called for that purpose. The vacancies in the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

Section 5. TENURE. The term of each Directors' service shall extend until the next annual meeting of Members and thereafter until his successor is duly elected or appointed and qualified or until he is removed in the manner elsewhere prescribed. Directors shall have staggered terms of 1 to 3 years. After serving 6 consecutive years a director must leave the Board for at least one year.

Section 6. ORGANIZATIONAL MEETING. The organizational meeting of a newly elected or appointed Board of Directors shall be held within ten days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they are elected or appointed and no further notice of the organizational meeting shall be necessary.

Section 7. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be from time to time designated by a majority of the Directors. Notice of regular meetings shall be given to each director personally or by mail, *email*, telephone, or telegraph at least three days prior to the day of such meeting; provided, however, that no notice requirement contained herein shall prevent a regular meeting of the Board of Directors without other notice than this By-Law immediately after and at the same place as the annual meeting of Members.

Section 8. SPECIAL MEETINGS. Special meetings of the Directors may be called by the President or must be called by the Secretary at the written request of one-third of the Directors. Not less than three days notice of the meeting shall be given personally or by mail, *email*, telephone, or telegraph which said notice shall state the time and place and purpose of the meeting. Any Director may waive notice of a meeting, before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 9. QUORUM. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. Both Regular Meetings and Special Meetings may be conducted by telephone.

Section 10. ADJOURNED MEETINGS. If at any meeting of the Board of Directors there are less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which may have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. RATIFICATION. The ratification or joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining the quorum.

Section 12. PRESIDING OFFICER. The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 13. COMPENSATION. Directors as such shall not receive stated salaries for their services but by resolution of the Board of Directors, a reasonable sum for expenses of attendance, if any, may be allowed for attendance at regular or special meetings of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section 14. ADMISSION OF MEMBERS. Directors may vote on the admission of new Members by mail, telephone or telegram in such manner as the Board of Directors shall determine.

ARTICLE X

OFFICERS

Section 1. EXECUTIVE OFFICERS. The executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents (the number to be determined by the Board of Directors), a Secretary and a Treasurer, all of whom must be elected annually by the Board of Directors, and who may be pre-emptorally removed by vote of a majority of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

Section 2. PRESIDENT. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He may sign with the Secretary, or other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, membership certificates, or other instruments which the Board of Directors has authorized and directed to

be executed, and in general, he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 3. VICE PRESIDENT. The Vice President shall in the absence or disability of the President exercise the powers and performs the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 4. SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to giving and serving all notices to the Members and Directors and other notices required by law. He shall sign membership certificates with the President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President.

Section 5. TREASURER. The Treasurer shall have custody of all property of the Association including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE XI

INDEMNIFICATION

The Association and Owners shall indemnify every Director and every Officer, his heirs, executors and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights which such Director or Officer may be entitled.

ARTICLE XII

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent and for the term provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

ARTICLE XIII

CHECKS AND DRAFTS

Section 1. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. Such instruments may be signed by the President and attested to and countersigned by the Secretary.

ARTICLE XIV

DEPOSITS

Section 1. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE XV

BOOKS AND RECORDS

Section 1. The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the Authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XVI

AMENDMENTS TO BY-LAWS

Section 1. Except as provided herein below, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority vote of the Members (voting in the manner prescribed in Article IV, Section 3 hereof) at the annual Members' meeting or at any duly called special meeting after notice to the Members specifying the proposed changes; provided, further, that notice thereof be mailed to the Members not less than ten (10) days prior to the date of the meeting. Notwithstanding anything contained hereinabove to the contrary, any amendment to the Annual Assessment may be adopted only upon a three-fourths (3/4) vote plus one of the Members (voting in the manner provided in Article IV, Section 3 hereof) at the annual Members' meeting or at any duly called special meeting and any

amendment to the By-Laws changing this provision will likewise require a three-fourths (3/4) vote of the Members (voting in the manner provided in Article IV, Section 3 hereof).

ARTICLE XVII

SEVERABILITY

Section 1. Should any provision herein contained or any Article, Section, Subsection, sentence, clause, phrase or term of these By-Laws be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

ARTICLE XVIII

DEFINITIONS

Section 1. The definitions contained in the Declaration to which these By-Laws are attached are incorporated herein unless it is clear from the context that the word or phrase should have another meaning.

ARTICLE XIX

PARLIAMENTARY RULES

Section 1. Robert's Rules Of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these By-Laws.

ARTICLE XX

RECORDING BY-LAWS

Section 1. These By-Laws and all subsequent amendments shall be recorded by the Secretary in the office of the Registrar of Mesne Conveyances for Georgetown County, South Carolina, and shall run with the lands of Prince George and shall apply to lands conveyed therein.

ARTICLE XXI

Architectural Review Board

Section 1. Composition of ARB. The Association Board of Directors shall establish an Architectural Review Board (hereinafter the "ARB") of not less than three (3)

members. The ARB shall consist of a Chairman elected by the Association Board, and two (2) other members. The Chair shall be a member of the Association Board. The Chair shall serve as long as he is a member of the Association Board, but no longer than three (3) years. Subsequent Chairs shall be elected by the Association Board.

Section 2. Terms. The ARB after June 30, 2007, may decide by mutual consent the terms each shall serve or the determination may be made by drawing lots. Three (3) members shall serve two (2) year terms and three (3) members shall serve three (3) year terms. Thereafter, they will rotate off the Board without the right to be appointed until the lapse of one (1) year. Subsequent members of the ARB shall be appointed by the Association Board. Any member appointed by the Board may be removed with or without cause by the Association Board at any time, by written notice, to such appointee, and a successor or successors appointed to fill such vacancies shall serve the remainder of the term of the former member.

Section 3. Meetings. The ARB shall meet at least once in each calendar month as well as upon call of the Chair and all meetings shall be held at such places as may be designated by the Chair. A majority of the members shall constitute a quorum for the transaction of business and the affirmative vote of a majority of those present in person at a meeting of the Board shall constitute a quorum for the transaction of business. Meetings of the ARB, or participation by a member not in person, may be held by any communication by which all Board members participating may hear each other simultaneously during the meeting and participation during the course of the meeting by such means shall be deemed presence at the meeting. This provision is subject to the laws of the State of South Carolina governing Not-For-Profit Corporations.

Section 4. Outside Services. The ARB is authorized to retain the services of consulting architects, engineers, landscape architects, urban designers, inspectors, attorneys and/or other professionals in order to advise and assist the ARB in performing its function set forth herein. The Association shall provide the ARB with an appropriate budget for this and other purposes as may be necessary to reasonably conduct its business and affairs. The Association shall provide the ARB with access to secretarial, copying and postal services.

Section 5. Establish Policies. The ARB is hereby empowered, subject to approval of the Association Board, to establish and promulgate architectural and landscaping policies and procedures which must be adhered to by all owners in undertaking any change or improvement or structure with any lot, dwelling, multi-family area, common community area or recreational amenity of Prince George. No changes and/or improvements of any nature whatsoever shall be constructed, altered, added to or maintained in any part of Prince George unless such changes and/or improvements are approved by the ARB in accordance with its policies and declaration of covenants, conditions and restrictions for Prince George. The ARB also is empowered to require all property owners to maintain all structures and

landscaping as established by the above procedures in order to preserve and enhance the value of each property owner's investment.

Section 6. Appeals. Appeal from the decision of the ARB shall be to the Board of the Association.

August
DATED this 30th day of ~~April~~ 2007.

IN THE PRESENCE OF:

PRINCE GEORGE COMMUNITY ASSOCIATION, INC.

Iraay C. Howard
Anneta J. Coker

By John A. Dawson
Its President

Attest: Joyce Neely
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named PRINCE GEORGE COMMUNITY ASSOCIATION, INC., by its duly authorized officers, sign, seal and as its act and deed, deliver, the within written instrument and that (s)he together with the other witness whose name appears as a witness witnessed the execution thereof.

Anneta J. Coker

SWORN to before me this 30th
August
day of ~~April~~ 2007.

James B. Mundy (SEAL)
Notary Public for South Carolina
My Commission expires: 1/18/2011

Instrument
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Book Page
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Instrument
200700029759

Book Page
795 214

6139 Main

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Filed for Record in
GEORGETOWN SC
MANDA PREVATTE
12-19-2007 At 11:52 am.
MISCELLANEOUS 25.00
STATE TAX .00
COUNTY TAX .00
Book 795 Page 196 - 214

Manda J. Prevatte

Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) FIRST AMENDMENT TO BY-LAWS
OF PRINCE GEORGE COMMUNITY
ASSOCIATION, INC.

This First Amendment to By-laws of Prince George Community Association, Inc. (the "First Amendment") is effective as of June 5, 2010.

WITNESSETH:

WHEREAS, Article XVI of the By-Laws of Prince George Community Association, Inc. (the "By-Laws") provides that the By-Laws may be amended by a majority vote of the Members at the annual Member's meeting; and

WHEREAS, a majority of the Members of the Prince George Community Association, Inc. (the "Association") voted in favor of amending the By-Laws as more fully set forth below at the sixth annual meeting of the Members held on June 5, 2010.

NOW THEREFORE, The By-Laws are hereby amended as follows:

1. Article IX, Section 5 is hereby amended in its entirety and restated as follows:

Section 5. Tenure. Beginning June 5, 2010, the term of each Director's service shall extend until the next annual meeting of the Members and, thereafter, until his/her successor is duly elected or appointed and qualified or until he/she is removed in the manner elsewhere prescribed. The Directors are hereby divided into three (3) classes. Each class will consist, as nearly equal as possible, of one-third of the number of Directors then constituting the whole Board of Directors. The term of office of those of the first class shall expire at the annual meeting for 2011. The term of office of the second class shall expire one year thereafter in 2012. The term of office of the third class shall expire two years thereafter in 2013. At each succeeding annual election, the Directors elected shall be chosen for a full term of three years to succeed those whose terms expire. An election of Directors shall be held at each annual meeting of the Members. After serving six (6) consecutive years, a Director must leave the Board of Directors and remain ineligible for Board service for no less than one (1) year.

EXCEPT as amended by this First Amendment, the By-Laws shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Board of Directors of Prince George Community Association, Inc. have caused this instrument to be executed this 31st day of January, 2011.

Witnesses:

PRINCE GEORGE COMMUNITY ASSOCIATION, INC.

Michelle J. Johnson
Rhonda R. Bryant

By: Scott Eaton (L.S.)
Its: President

Michelle J. Johnson
Rhonda R. Bryant

By: Karen Hannan (L.S.)
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31 day of January, 2011 by the Prince George Community Association, Inc., by Scott Eaton, its President and Karen Hannan, its Secretary.

Coral R. Jones (L.S.)
Notary Public for South Carolina

My Commission Expires: 3-21-2017

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Instrument
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Filed for Record in
GEORGETOWN SC
HANNA PREWATTE, REGISTER OF DEEDS
02-22-2011 At 09:27 am.
AMENDMENT 8.00
Book 1637 Page 343 - 345
Wanda S. Oweatta

Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) SECOND AMENDMENT TO THE BY-LAWS
OF PRINCE GEORGE COMMUNITY
ASSOCIATION, INC.

THIS SECOND AMENDMENT TO THE BY-LAWS OF PRINCE GEORGE
COMMUNITY ASSOCIATION, INC. (the "Second Amendment") is made as of the 31st day of
October, 2014.

WITNESS

WHEREAS, Article XV, of the Bylaws of Prince George Community Association, Inc.
(the "By-Laws") provides in part that an amendment to the By-Laws amending the Annual
Assessment may be adopted only upon a three-fourths (3/4) vote plus one of the Members at the
annual Members' meeting; and

WHEREAS, three-fourths (3/4) of the Members plus one voted in favor of adopting the
following amendment to the By-Laws at the annual Members' meeting held on June 4, 2011.

NOW THEREFORE, the By-Laws are hereby amended as follows:

1. The last paragraph of Article VI, Section 1 of the By-Laws is hereby deleted in its
entirety and replaced with the following:

The schedule of Annual Assessments for the various types of property within
Prince George shall be as follows:

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lots	\$4,072.25
Dwelling Units	\$4,072.25

Basis of Annual Assessment. Until December 31, 2011 the Annual Assessment
shall be the amount as set forth above. From and after January 1, 2012, the amount of such
Annual Assessments shall be fixed by a vote of a majority of the Board of Directors not to
increase by more than the greater of ten percent (10%) per annum or the percentage increase
between the first month and the last month on an Annual Assessment period in the Consumer
Price Index, U.S. City Average, All Items (192-84=100) (hereafter "C.P.I." issued by the U.S.
Bureau of Labor Statistics) in its monthly report entitled "The Consumer Price Index, U.S. City
Average and Selected Areas" whichever of these two percentage figures is larger. In the event
the C.P.I. referred to above shall be discontinued, there shall be used the most similar index
published by the U.S. Government that may be procured indicating changes in the cost of living.
In the event the Board of Directors does not increase the Annual Assessment or increases it in an
amount less than which is authorized by this Section 1, the Board of Directors shall be deemed to

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201800005942	3298	290

have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority.

2. Article IX, Section 1, Paragraph (c) (1) is hereby deleted in its entirety and replaced with the following:

(1) Fix the amount of the Annual Assessment against each property ownership in advance of each Annual Assessment period in accordance with the provisions of Article VI, Section 1 of the By-laws.

[SIGNATURE PAGE TO FOLLOW]

RECEIVED

OCT 30 2014

IN WITNESS WHEREOF the Prince George Community Association, Inc., by [Signature], its President, has caused this Second Amendment to be executed effective the date and year first above written.

WITNESSES:

PRINCE GEORGE COMMUNITY ASSOCIATION, INC.

[Signature]
[Signature]

By: [Signature]
Its: Association Manager

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that the Prince George Community Association, Inc., by Carla Morris, its Association Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31 day of Oct., 2014.

[Signature] (SEAL)
NOTARY PUBLIC FOR South Carolina

My commission expires: 2/18/15



Instrument
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Book Page
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#144556 Melvin

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Filed for Record in
GEORGETOWN SC
WANDA PREWATTE, REGISTER OF DEEDS
11-14-2014 At 02:50:05 pm.
AMENDMENT 9.00
Book 2471 Page 16 - 19
Wanda P. Prewatte

Instrument
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Book Page
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182649 Nansen

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Filed for Record in
GEORGETOWN SC

WANDA PREVATTEY REGISTER OF DEEDS
06-27-2018 At 03:28:49 PM.
AMENDMENT 58.00

Book 3298 Page 241 - 293

WANDA S. PREVATTEY