



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

**DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND
 EASEMENTS FOR PINCKNEY PLACE
 AMENDMENT No. 1 TO VERSION 2.0**

THIS AMENDMENT No. 1 to the Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place (Version 2.0) is made by the Pinckney Place Property Owners Association, Inc., a South Carolina nonprofit corporation ("Association") this 13th day of MARCH in the year 2023.

WITNESSTH:

WHEREAS, the Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place (Version 2.0), Charleston County, South Carolina was recorded in the RMC Office of Charleston County on November 8, 2019, in Book 0838, Page 444 ("Covenants"); and

WHEREAS, Article IX, Section 3 (page 19) of the Covenants provides, in relevant part, that the Covenants may be amended only by the affirmative vote or written consent, or any combination thereof, of owners, representing 67% of the total votes in the Association; and

WHEREAS, at least 67% of the total owner votes in the Association executed a Written Consent to Amend the Covenants in the following respects, to-wit:

**ARTICLE IV
 COVENANT FOR MAINTENANCE AND ASSESSMENTS
 SECTION 13. CAPITAL CONTRIBUTION; TRANSFER FEE**

Shall be amended by replacement of the first two sentences to read (changes in **bold** print):

"Each purchaser of a Lot shall be required to pay a non-refundable contribution to the capital fund of the Association or a "transfer fee" in the amount equal to the selling price of the Lot multiplied by **0.0033**. By way of example, if the selling price of the lot is **\$500,000.00**, the Purchaser shall be required to pay **the** Association a non-refundable contribution to the capital or "transfer fee" in the amount of **\$1650.00**."

The remainder of the paragraph is unchanged.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned Nancy Hunsicker, its President, and Monika Collins, its Vice President, of PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC., respectively, do hereby certify that 67% of the total Members of the Association as defined by Article III, SECTION 1 of the **Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place (Version 2.0)** have approved the foregoing **Amendment No. 1** by executing a Written Consent in favor of the said Amendment.

WITNESSES:

PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC.

(Sign) Kurt C. Ryan

By: Nancy Hunsicker
Nancy Hunsicker
Its: President

(Print) Kenneth C. Ryan

(Sign) Oscar De Vries

By: Monika Collins
Monika Collins
Its: Vice President

(Print) OSCAR DE VRIES

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that he/she saw within named PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC., by Nancy Hunsicker, its President, and Monika Collins, its Vice President, sign, seal and as its act and deed, deliver the within written instrument, and that he/she, with the other witness subscribed above, witnessed the execution thereof.

Kurt C. Ryan

SWORN to before me this 13 day of March in the year 2023.

Jennifer Audi
Notary Public for South Carolina
My Commission Expires _____

JENNIFER A AUDI
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES JULY 11, 2024

IN WITNESS WHEREOF, the undersigned President and the Pinckney Place
Property Owners Association, Inc. have set their hands and seals on this 13th day of
MARCH in the year 2023.

WITNESSES:

PINCKNEY PLACE PROPERTY OWNERS
ASSOCIATION, INC.

(Sign) *K. C. Ryan*

(Print) Kenneth C. Ryan

By: *Nancy Hunsicker*
Nancy Hunsicker
Its: President

(Sign) *Oscar De Vries*

(Print) OSCAR DE VRIES

By: *Monika Collins*
Monika Collins
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that
he/she saw within named PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC.,
by Nancy Hunsicker, its President, and Monika Collins, its Vice President, sign, seal and as its
act and deed, deliver the within written instrument, and that he/she, with the other witness
subscribed above, witnessed the execution thereof.

K. C. Ryan

SWORN to before me this 13 day of march in the year 2023.

Jennifer Audi
Notary Public for South Carolina
My Commission Expires _____

JENNIFER A AUDI
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES JULY 11, 2024

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

PINCKNEY PLACE POA, LLC
 1681 WARE BOTTOM LANE
 MT PLEASANT, SC 29464

RECORDED		
Date:	March 20, 2023	
Time:	11:02:25 AM	
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Karen Hollings, Register of Deeds Charleston County, SC		

MAKER:

PINCKNEY PLACE POA

of Sats: # of Pages:
 # of References:

RECIPIENT:

NA

Note:

Recording Fee	\$ 25.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ 1.00

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TOTAL \$ 26.00

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STATE OF SOUTH CAROLINA)
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 COUNTY OF CHARLESTON)
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**DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND
 EASEMENTS FOR PINCKNEY PLACE
 (VERSION 2.0)**

THIS UPDATE to the Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place (Version 2.0) is made by Pinckney Place Property Owners Association, Inc., a South Carolina nonprofit corporation (“Association”) this 4 day of NOVEMBER 2019.

WITNESSETH:

WHEREAS, the Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place, Charleston County, South Carolina was recorded in the RMC Office for Charleston County on November 8, 2007, in Book S-643, Page 478 (“Covenants”); and

WHEREAS, the First Amendment to Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place, (First Amendment) was recorded in the RMC Office for Charleston County on January 27, 2010, in Book 0104, Page 393; and

WHEREAS, the Second Amendment to Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place, (Second Amendment) was recorded in the RMC Office for Charleston County on January 23, 2015, in Book 0453, Page 456; and

WHEREAS, the Third Amendment to Declarations of Covenants, Conditions, Restrictions and Easements for Pinckney Place, (Third Amendment) was recorded in the RMC Office for Charleston County on October 13, 2016, in Book 0589, Page 842; and

WHEREAS, Article IX, Section 3(b) of the Covenants provides, in relevant part, that the Covenants may be amended by the affirmative vote or written consent, or any combination thereof, representing at least 67% of the total Class “A” votes in the Association; and

WHEREAS, at least 67% of the total Class “A” votes in the Association executed a Written Consent to amend the Covenants in the following respects, to-wit:

DELETE ALL AND REPLACE WITH

**DECLARATION OF
 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR PINCKNEY PLACE
 (VERSION 2.0)**

IN WITNESS WHEREOF, the undersigned President and the Pinckney Place property Owners Association, Inc. have set their hands and seals this 4 day of NOVEMBER 2019.

WITNESSES:

PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC.

Jonathan Reigle

Jonathan Reigle

Lisa M Wells

Lisa M Wells

By: Keh C. Ryan
Kenneth C. Ryan
Its: President

By: Oscar K. DeVries
Oscar K. DeVries
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

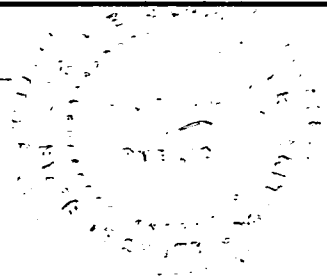
PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC., by Kenneth C. Ryan, its President, and Oscar K. DeVries, its Vice President, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sarah E. Schweitzer

SWORN to before me this 4 day of NOVEMBER 2019.

SARAH E. SCHWEITZER

Notary Public for South Carolina
My Commission Expires: 6 MAY 2029



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned Kenneth C. Ryan, its President and Oscar K. DeVries, its Vice President, of PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC., respectively, do hereby certify that 67% of the total Class "A" votes of the Association have approved the foregoing **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINCKNEY PLACE (VERSION 2.0)** by executing a Written Consent in favor of the said Declaration.

WITNESSES:

PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC.

Jonathan Reigle

By: Kenneth C. Ryan
Kenneth C. Ryan
Its: President

Jonathan Reigle

Lua M Wells

By: Oscar K. DeVries
Oscar K. DeVries
Its: Vice President

Lua M Wells

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named PINCKNEY PLACE PROPERTY OWNERS ASSOCIATION, INC., by Kenneth C. Ryan, its President, and Oscar K. DeVries, its Vice President, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

x Jonathan Reigle
x Lua M Wells

Sarah E. Schweitzer

SWORN to before me this 4 day of NOVEMBER 2019.

SARAH E. SCHWEITZER

Notary Public for South Carolina
My Commission Expires: 6 MAY 2029



**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR PINCKNEY PLACE**

(VERSION 2.0)

November 04, 2019

Charleston County

Town of Mt. Pleasant, South Carolina

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") made on the date hereinafter set forth by the Pinckney Place Property Owners Association, Inc., having a mailing address of 1681 Ware Bottom Lane, Mount Pleasant, SC 29464.

WITNESSETH:

WHEREAS, the Declarant is the Property Owners Association of certain real property located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, which is more particularly described on Exhibit "A" (the "Property"): and

WHEREAS, the Property consists of Pinckney Place subdivision containing 30 single family lots, which Declarant desires to govern with this Declaration; and

WHEREAS, the Declarant wishes to accomplish the following objectives for its benefit and the benefit of owners of property in Pinckney Place by the imposition of the covenants, conditions, restrictions and easements set forth herein:

(a) to maintain the value and the residential character and integrity of the Pinckney Place subdivision;

(b) to preserve the quality of the natural amenities of the Pinckney Place subdivision;

(c) to prevent any owner or any other persons from building or carrying on any other activity in the Pinckney Place subdivision to the detriment of any other owner in Pinckney Place;

(d) to keep property values in Pinckney Place high, stable and in a state of reasonable appreciation; and

NOW, THEREFORE, the Declarant hereby declares that all of the Property described on Exhibit A as, by subsequent amendment hereto, may be subjected to this Declaration, shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Property and which restrictions, easements, charges, liens conditions and covenants shall touch and concern and run with the title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof. This Declaration also binds the respective heirs,

devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases, takes or holds any interest in the Property.

ARTICLE I

DEFINITIONS

SECTION 1. “Articles” shall mean the Articles of Incorporation, together with the Articles of Correction, of the Association, as hereinafter defined. A copy of the Articles is attached hereto as Exhibit "B" and by reference made a part hereof.

SECTION 2. “Association” shall mean and refer to the Pinckney Place Property Owners Association, Inc., its successors and assigns.

SECTION 3. “Bylaws” shall mean the Bylaws of the Association which establish the method and procedure of its operation. A copy of the Bylaws is attached hereto as Exhibit “C”, and by reference made a part hereof.

SECTION 4. “Common Area” shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners of lots in Pinckney Place. The Common Area to be owned by the Association is described as follows:

All areas shown and designated as “common area” or “H.O.A.” or “Open Space (R.O.A.)” on the Plat, if any.

Common Area shall also mean “Pond 1”, “Pond 2” and such other property deeded to the Association. Common Area may be conveyed subject to all applicable restrictive covenants of record, and when tendered, title thereto shall be accepted by the Association. Common Area shall also include areas such as signs, entryways and planters that may not be deeded to the Association but will be maintained by the Association.

SECTION 5. “Declarant” shall mean and refer to the Pinckney Place Property Owners Association, Inc. as well as its successors and assigns, if Declarant shall make an express conveyance of its rights hereunder to such successor or assign.

SECTION 6. “Declaration” shall mean this Declaration of Covenants, Conditions, Restriction and Easements for Pinckney Place, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 7. “Lot” shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of Pinckney Place subdivision.

SECTION 8. “Member” shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 9. “Owner” shall mean and refer to the record Owner, whether one or more persons or

entities, of a fee simple title to any Lot which is a part of the Property, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "Plat" shall mean that certain plat entitled as follows:

"FINAL SUBDIVISION PLAT OF 6.07 ACRE TRACT KNOWN AS PINCKNEY PLACE DEVELOPED BY TAVEL FAMILY, LP LOCATED IN MOUNT PLEASANT CHARLESTON COUNTY, S.C."

prepared by Nielson & Associates, dated August 9, 2007, and recorded in the RMC Office for Charleston County on 200 __, in Book __, at Pages __, __ and __.

SECTION 11. "Property" shall mean and refer to the 30 single-family lots described on Exhibit A.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Recreational Facility and to impose reasonable limits upon the number of guests who may use these facilities;

(b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any inaction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds of the members and has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 3/5ths of the members;

(f) the right of the Association to exchange portions of Common Area with members for substantially equal areas of the Property for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason. No such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by 3/5ths of the members.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot and/or any residence located thereon shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

SECTION 2. The Association is established for the purpose of exercising powers of (i) owning, maintaining and administering the Common Areas, the Recreational Facilities and common facilities; (ii) providing common services; (iii) administering and enforcing covenants, conditions and restrictions contained herein; and (iv) levying, collecting and disbursing assessments and charges herein created. The Association agrees to accept any or all of its rights and obligations set forth herein. The Association shall be authorized (but not required) to provide the following services:

(a) cleanup, maintenance, and landscaping of all open spaces, ponds and wetlands to the extent allowed by law owned by Association within the subdivision;

(b) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local governments;

(c) construction, maintenance, landscaping and reconstruction of Recreational Facilities and other improvements within the Common Areas;

(d) to set up and operate the Architectural Review Board (ARB) as provided herein;

(e) to construction improvements on open spaces and Common Areas;

(f) to provide administrative services including, but not limited to, legal accounting, financial and communication services informing members of activities, notice of meetings, referendums, etc., incident to the above listed services;

(g) to provide liability and hazard insurance covering improvements and activities on the open spaces and the common properties;

(h) to provide directors and officers liability insurance for the Association and its duly elected Directors and Officers;

(i) Maintenance of all ponds located within the Properties, if any;

(j) landscaping of common roads and parkways, sidewalks and walking paths within the subdivision and any common properties or spaces located therein;

(k) to take any and all actions necessary to enforce all covenants and restrictions affecting the subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the subdivision; and

(l) to provide any and all services necessary or desirable (in the judgment of the Board of Directors of the Association) to carry out the Association's obligation and business under the terms of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided: and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of user fees and assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several obligation of each Owner of such property at the time when the assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such property.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains and storm drains in and upon the Common Area; the maintenance of open spaces, roads and streets which have not been accepted for dedication by a public authority, signage, roadway medians and islands (including signage medians and islands located in dedicated rights-of way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of any "sign easement" areas located on any lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area, if any; the costs associated with duties of the Architectural Review Board (ARB); the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. The obligation of each Owner of a Lot to pay assessments may not be amended to relieve any Lot Owners or the Association of their obligation to maintain any roads or rights-of-way so long as such roads and rights-of-way remain privately owned.

(b) If deemed necessary, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Property that the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other Assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and

management of the Property.

SECTION 3. ANNUAL ASSESSMENT. The annual assessment shall be determined by the Board and at the Board's option, may be collected monthly, quarterly, semi-annually or annually.

(a) The Board of Directors shall establish the annual assessment for each calendar year by preparation of a budget and assessment of the charges based upon each Lot's pro rata portion of this budget and may be increased by the Board of Directors without approval by the membership.

(b) In the absence of Board action, the annual assessment for the calendar year may be established without limit by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose or to make up any shortfall on the current year's budget. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual, or annual basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis at the Board's option.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES. The annual assessments provided for herein shall commence as to a Lot at such time as it is conveyed to an Owner pro-rated from January 01 in the year of the date of the sale. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a

new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF

THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall be subject to a late payment penalty of Ten (\$10.00) Dollars, and in addition thereto bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. The remedies herein provided shall not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION.

Upon default by the Association in the payment to the governmental authority entitled thereto of any *ad valorem* taxes levied against the Common Area, user fees, or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes, user fees, or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot, which is subject to any such first mortgage pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 11. NOTICE OF LIEN. Recordation of this Declaration constitutes record notice and perfection of any claim of lien for assessment(s) and such lien relates back to the date of filing of

this Declaration. No further recordation of any claim of lien is required.

SECTION 12. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

SECTION 13. CAPITAL CONTRIBUTION; TRANSFER FEE.

Each purchaser of a Lot shall be required to pay a non-refundable contribution to the capital fund of the Association or a "transfer fee" in the amount equal to the selling price of the Lot multiplied by 0.0025. By way of example, if the selling price of the Lot is \$200,000.00, Purchaser shall be required to pay Association a non-refundable contribution to the capital fund or "transfer fee" in the amount of \$500.00. Such non-refundable contribution to the capital fund or "transfer fee" shall be collected from the Purchaser at closing by the closing attorney and promptly paid to the Association. In the event, such non-refundable contribution to the capital fund or "transfer fee" is not paid as required, such non-refundable contribution to the capital fund or "transfer fee" shall constitute a lien on the Lot and the Association shall have the right to collect same in accordance with the provisions of Article IV of the Declaration.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. IMPROVEMENTS. No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Board composed of three (3) or more members to be initially appointed by the Board of Directors of the Association for a term not to exceed the term of the Board of Directors, (hereinafter referred to as the "ARB"). The Board of Directors of the Association may dual-hat as ARB members.

SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit two (2) copies of the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same, to the ARB which shall evaluate such plans and specifications in light of the purpose of this Article.

(b) Upon approval, one (1) copy of all plans and related documents bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are

subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Declarant, nor any other member of the ARB shall be responsible or liable in any way for any defects in any plans or specifications approved by the ARB, nor for any structural defects in any work done according to such plans and specifications approved by the ARB. Further, neither declarant nor any member of the ARB shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove such plans or specifications or the exercise of any other power or right of the ARB provided for in this declaration. Every person who submits plans and specifications to the ARB for approval agrees by submission of such plans and specifications, that every owner of any lot agrees, that he will not bring any action or suit against the association, its board members or officers or any member of the ARB, to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VI

EXTERIOR MAINTENANCE

SECTION 1. DIVISION OF RESPONSIBILITY:

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements.

SECTION 2. IDENTIFICATION OF NEGLIGENCE AND PROCESS FOR CORRECTION:

The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner reasonably consistent with other Lots and dwellings in Pinckney Place shall be made by an ARB appointed by the Board of Directors of the Association. If Owner neglect is suspected, the Board of Directors shall convene an ARB for the specific purpose of identifying the neglect, the contributory or extenuating circumstances that caused the neglect, the impact of the neglect on one or more of the four guiding objectives of the covenants, potential remedies for the neglect and their associated costs, and a reasonable timeline for neglect correction. The ARB shall include the Owner or his/her legal representative in its investigation, and the Owner or legal representative shall be briefed on the findings of the ARB prior to its forwarding to the Board of Directors. Upon acceptance or as modified by the Board, the Association (through the Board of Directors) shall give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The Association shall proceed to take corrective maintenance action upon expiration of the twenty (20) day grace period. In order to

enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

SECTION 3. COSTS OF CORRECTIVE MAINTENANCE DUE TO NEGLIGENCE. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

SECTION 4. LIABILITY. The Association, its successors and assigns, agents, members, officers, directors, and employees of any of the foregoing, shall not be liable in any manner to the Owners or any other party for any type of injury to person or property, including death, arising from action taken or failure to act within the scope of this Declaration or by law, including its own negligence, unless caused by the wanton and willful misconduct or gross negligence of Association.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single family, residential purposes only, and in accordance with all applicable zoning regulations.

SECTION 2. WALLS AND FENCES. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the ARB pursuant to Article V above. The exposed part of retaining walls shall be made of clay, brick, natural stone, stucco, or veneered with brick or natural stone. Chain link and barb wire fences are prohibited except when the Architectural Review Board gives written approval.

SECTION 3. OBSTRUCTIONS TO VIEW AT INTERSECTIONS. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

SECTION 4. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS. The ARB shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

SECTION 5. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of temporary nature (unless approved in writing by the ARB) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided however, this Section shall not be construed to prevent the Declarant and those engaged in construction activities on the Lots from using sheds or other temporary structures during construction.

SECTION 6. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes other than pet-sitting. Such household pets must not constitute a nuisance or cause unsanitary conditions.

SECTION 7. OFFENSIVE ACTIVITIES; DISCLOSURES; ONGOING CONSTRUCTION.

(a) Subject to the terms of subsections (b) and (c) below, no noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Pinckney Place.

(b) Each Owner, by acceptance of a deed to a Lot, hereby acknowledges the following:

(i) The Property is located adjacent to a street thoroughfare that may result in traffic and noise from time to time by vehicular traffic thereon and the same may be a nuisance. Neither the Declarant, nor any of their respective directors, officers, employees, contractors, consultants, shareholders, members, affiliates, assignees, successors, nominees, attorneys or agents, shall be liable to any Owner for any inconvenience or damage sustained by such Owner as a result of any such noise emanating from or in proximity to such street thoroughfares, including, but not limited to, such noise as may emanate from persons using any roadways or walkways adjacent thereto.

(ii) The views from a Lot may change over time due to, among other things, additional development and the removal or addition of landscaping. No view easement, express or implied, will be granted to any Owner in connection with the conveyance of a Lot to such Owner.

(iii) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(iv) No representations are made regarding the schools that currently, or which may in the future serve the Property.

(v) Since, in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Property which an Owner may find objectionable and that it shall be the sole responsibility of the Owners to become acquainted with neighborhood conditions which could affect the Lots and the Property.

(c) In addition, each Owner acknowledges, understands, and covenants to inform its lessees that the Property, including the Lots, and the areas adjacent to the Property are subject to further development and expansion, and therefore, there may be certain inconveniences during any period of construction, and Owner waives all claims with respect thereto. Owner agrees that if Owner or Owner's employees, lessees, invitees, guests, contractors, or agents enter onto any area of construction, they do so at their own risk, and neither the Declarant, a Declarant-related entity, nor their respective contractors, agents or employees shall be liable for any damage, loss or injury to such persons.

SECTION 8. SIGNS. No advertising, signs or billboard shall be erected on any Lot. The Association shall be entitled to enter upon the Lot and remove any such advertising, signs or billboard in violation of this Declaration. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses, provided such signs are approved by the ARB. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a first mortgages. In addition, vehicles with advertising or signs may not be kept, stored or parked on the street or any Lot, but may be kept in garages.

SECTION 9. AESTHETICS, NATURAL GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the ARB. Clotheslines, above-ground storage tanks, garbage cans and equipment, shall be screened to conceal them from view Ware Bottom Lane. All residential utility service and lines to residences shall be underground.

SECTION 10. ANTENNAE AND SOLAR PANELS. No radio or television transmission or reception towers or antennae or solar panels shall be erected on any structure or within the property without the prior written approval of the ARB. In no event shall free standing transmission or receiving towers be permitted. Satellite dishes having a diameter of 18-inches or under will be allowed with proper screening. Notwithstanding the foregoing, no radio or television transmission or reception towers or antennae or satellite dishes shall be visible from the street.

SECTION 11. PARKING

(a) TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots.

(b) UNREGISTERED VEHICLES. Vehicles without current registration may not be kept, stored or parked on any Lot, but may be kept in garages.

(c) PARKING ZONES. An Owner's first choice for parking should be their garage

and/or driveway. Street parking on Ware Bottom Lane in other than the laid brick cutout areas should be an Owner's last resort for parking. Acknowledging that parking issues ebb and flow based on many factors, the Architectural Review Board (ARB) is empowered to designate RED, YELLOW and GREEN Zones to guide vehicle owners such that safety, practicality and aesthetic value are maintained in balance. Parking zones are defined as follows:

(i) A RED ZONE is defined as a NO PARKING ZONE where no parking by any vehicle is allowed, except for brief periods of loading or unloading, such as delivery or passenger pickup/dropoff. The traffic circle surrounding the fountain on Ware Bottom Lane, to include the street and the elevated laid brick area is a RED ZONE.

(ii) A YELLOW ZONE is defined as overflow parking, wherein owners' garage and driveway are not available or the number of vehicles owned exceeds the available space in the garage or driveway. This designation is also reserved for guest parking of a temporary nature generally considered to be 48-72 hours. Non-recurrent parking of any vehicle, boat or trailer for a period for a period not to exceed 48-hours is also covered under this designation. Designation of neighborhood YELLOW ZONES is hereby delegated to the ARB for promulgation as a guideline subject to periodic review.

(iii) A GREEN ZONE is defined as always allowed for parking. The laid brick cutouts of Ware Bottom Lane are hereby designated GREEN ZONES. Designation of other neighborhood GREEN ZONES is hereby delegated to the ARB for promulgation as a guideline subject to periodic review.

(d) EXCEPTIONS AND EXEMPTIONS. Once promulgated by the ARB and approved by the Board of Directors, vehicle owners are tasked with compliance and Association Members are tasked with the responsibility to inform their non-resident vehicle owners of the neighborhood parking guidance. Exceptions and exemptions under special circumstances from ARB guidelines can be obtained by using the ARB process under Article V. Non-compliance with ARB guidelines will be subject to remedy under the procedures set forth in Article VI. For non-compliant vehicles, the costs of towing, storage and retrieval will be born by the vehicle owner.

SECTION 12. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Association.

SECTION 13. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 14. ABOVE-GROUND PROPANE STORAGE TANKS. Each lot may contain an above-ground propane storage tank. No Lot may contain more than one (1) above ground storage tank and such storage tank may not exceed one hundred (100) gallons in capacity. Such storage tanks shall be screened to conceal them from view of neighboring Lots and streets. No storage tank may be removed or the location changed except with the prior approval, in writing, of the ARB.

SECTION 15. DRIVEWAYS AND ENTRANCE TO GARAGE. There shall be permitted on each Lot a private enclosed garage for up to two (2) cars, provided the use of such garage does not overcrowd the site, and provided further, that such garage is not used for any activity normally conducted as a business. All driveways and entrances to garages shall be of a material approved by the ARB and in compliance with any applicable governmental regulations.

ARTICLE VIII

EASEMENTS

SECTION 1. UTILITIES. ROADS. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Charleston County and the Town of Mt. Pleasant, as applicable (and any other person or firm providing services to Pinckney Place under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area. Easements for utilities and drainage are hereby reserved on, over and under a ten (10) foot strip of land along each front and back lot line and a five (5) foot strip of land along each side lot line.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association determines that any provision of these Covenants has been violated, the Association may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

The Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of the Declaration, which may be enforced by the filing of liens against Lots as provided herein. Such fines shall not exceed \$50.00 per violation per day for first time violators, and up to \$100.00 per violation per day for repeated violations. All fines shall be the personal obligation of the Lot Owner.

SECTION 2. SEVERABILITY. Invalidation of anyone of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners, representing at least 67% of the total votes in the Association.

SECTION 5. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles and Bylaws; but no amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on one hand, and the Articles and Bylaws on the other be interpreted, construed, and applied to avoid inconsistencies and conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or Bylaws to the contrary.

SECTION 6. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance covered pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

SECTION 7. DOCUMENTS. All papers and instruments required to be filed with or submitted to the Association, or the ARB shall initially be delivered personally or be sent by Certified or Registered Mail Return Receipt Requested to the Pinckney Place Property Owners Association, Inc., having a mailing address of 1681 Ware Bottom Lane, Mount Pleasant, SC

SECTION 8. REGISTRATION OF MAILING ADDRESS. Each Member shall register his mailing address with the Secretary of the Association from time to time, and notices or demands intended to be served upon or given to a Member shall be personally delivered to or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address. If a Member does not reside within the subdivision, such Member shall register his or her address of residence or the address where such Member receives mail on a regular basis.

SECTION 9. NOTICE. All notices or requests required shall be in writing. Notice to any Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by Certified Mail, return receipt requested, to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Boards, the Association, the Architectural Control Committee, or the Manager shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by Certified Mail, return receipt requested, to the Association, the Board, the Committee, or the Manager, at such address as shall be established by the Association from time to time by notice to the Members. General notices to all Members or any classification thereof need not be Certified, but may be sent regular first class mail.

SECTION 10. LIMITATION OF LIABILITY. Neither the Association, the Architectural Review Board, nor any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all of the Committee members and officers and Board members with respect to any act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles and Bylaws of the Association.

BYLAWS
OF
PINCKNEY PLACE
PROPERTY OWNERS ASSOCIATION, INC.

October 01, 2019

BYLAWS

ARTICLE I—Covenants and Definitions

Section 1. Covenants. In the event of any conflict between the terms and provisions of these Bylaws and the Pinckney Place Property Owners Association, Inc.'s Declaration of Covenants, Conditions, Restrictions and Easements for Pinckney Place, recorded in the Charleston County RMC Office, as amended, (the "Covenants") the terms and provisions of the Covenants shall control.

Section 2. Definitions. All terms not otherwise defined herein shall have the meaning ascribed to them in the Covenants.

Section 3. Name. The name of the corporation is **Pinckney Place Property Owners Association, Inc.**

Section 4. Nonprofit Status. The corporation is organized as a nonprofit corporation under the South Carolina Nonprofit Corporation Act. The corporation is a mutual benefit corporation and shall have perpetual duration and succession.

Section 5. Purposes. The purposes for which the corporation is organized, as stated in its Articles of Incorporation, are to serve as a property owners association for Pinckney Place subdivision, Charleston County, South Carolina and to conduct any lawful activities related to such association.

ARTICLE II—Offices and Powers--[Deleted]

ARTICLE III—Members

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Meetings of Members. An annual meeting for the election of Directors and for the transaction of such other business as may properly come before such meeting shall be held in the fall in each year at such date and hour as may be fixed from time to time by the Board of Directors and stated in the notice of such meeting, unless such notice is waived as provided by law, the Articles of Incorporation or these Bylaws. If such annual meeting is not held as herein provided for, it may be held as soon thereafter as may be convenient. Such subsequent meeting shall be called in the same manner as hereinafter provided for special meetings of Members. Meetings of the Members may be called by the President or a majority of the directors and shall be called by the President or Secretary at the request in writing of Members holding at least 25% of the voting power. Such request shall state the purpose or purposes of the proposed meeting.

Section 3. Notice of Meetings. Written notice of the place, date, and hour of the annual and any special meetings shall be given personally or by mail to each member entitled to vote thereat not less than ten (10) nor more than fifty (50) days prior to the meeting. The notice shall state the purpose or purposes for which the meeting is called and by or at whose direction it is being issued. Members may waive notice of meetings.

Section 4. Quorum. Unless otherwise provided in the Covenants, Members who hold in aggregate fifty percent (50%) of the voting power present in person or represented by proxy shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of the Members. If, however, such quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat present in person or represented by proxy shall

have power to adjourn the meeting from time to time until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may transact which might have been transacted at the seating as originally noticed.

Section 5. Voting. Unless otherwise provided in the Covenants, all elections shall be determined by a plurality vote of Members, and except as otherwise provided by law, the Articles of Incorporation, these Bylaws or the Covenants, all other matters shall be determined by vote of a majority of the votes cast. Cumulative voting for directors shall not be allowed. The Board of Directors shall have the authority to decide all matters related to the number of votes that Members are entitled to cast.

Section 6. Proxies. Every proxy must be executed in writing and dated by the member or by the member's attorney-in-fact. A proxy shall be valid for eleven (11) months from the date thereof, unless otherwise expressly stated in the proxy. Every proxy shall be revocable at the pleasure of the member executing it.

Section 7. Action by Written Consent. Whenever by any provision of law the vote of the Members at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of Members may be dispensed with if Members holding eighty (80%) percent of the voting power consent to the action in writing and written notice of such member approval is delivered to the Members (if any), who did not consent to such action. If written notice is required, member approval is effective ten (10) days after such written notice is given.

Section 8. Meetings by Telephone or Similar. The Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all Members participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person by such member at such meeting.

ARTICLE IV—BOARD OF DIRECTORS

Section 1. General Powers. Except as otherwise provided by law or in the Articles of Incorporation, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. Number, Term of Office and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than five (5), as the Members shall determine from time to time. The Directors shall be elected at the annual meeting of Members. Except as provided by law, each Director shall continue in office until the annual meeting of Members held next after his election and until his successor shall have been elected and shall qualify, or until his earlier death, resignation or removal in the manner provided in Sections 3 and 4 of this Article IV. Directors shall be Members.

Section 3. Resignation. Any Director may resign at any time by giving written notice of such resignation to the President or the Secretary. Unless otherwise specified therein such resignation shall take effect on receipt thereof by any such officer.

Section 4. Removal of Directors by Members. Any Director may be removed at any time, either with or without cause, by the affirmative vote of a majority of the Members then entitled to vote. Any vacancy on the Board of Directors resulting from any such removal may be filled in the manner provided in Section 5 of this Article IV.

Section 5. Vacancies. Subject to the provisions of Section 9 of Article III, if any vacancy shall occur in the Board of Directors by reason of death, resignation, removal or otherwise, such vacancy may be filled by the affirmative vote of a majority of the Members present in person or represented by proxy and entitled to vote at a meeting of Members, at which a quorum is present. Any Director so elected to fill such a vacancy shall serve the remaining term of the Director whom he replaces.

Section 6. Annual and Regular Meetings. As soon as practicable after the annual meeting of Members in each year, an annual meeting of the Board of Directors shall be held for the appointment of officers and for the transaction of such other business as may properly come before the meeting. No notice shall be required for any such meeting if held immediately after the adjournment and at the site of the meeting of Members. If not so held, notice shall be given in the same manner as required for special meetings of the Board of Directors. Additional regular meetings of the Board of Directors may be held without notice at such times and places (within or without the State of South Carolina) as the Board may from time to time determine by resolution duly adopted at any meeting of the Board.

Section 7. Special Meetings. A special meeting of the Board of Directors may be called at any time by the President and shall be called by the President or the Secretary on the written request of at least one-half of the Directors then in office, and shall be held at such time and place (within or without the State of South Carolina) as may be fixed by the President or such Directors in such request, as the case may be, provided that the time so fixed shall permit the giving of notice as provided in Section 8 of this Article IV.

Section 8. Notice of Special Meetings. Notice of the time and place of each special meeting of the Board of Directors shall be sent to each Director by mail, telex or cable, addressed to him at his address as it appears on the records of the Corporation, or telephoned or delivered to him personally, at least two days before the day on which the meeting is to be held, and the method used for notice of such special meeting need not be the same for each Director being notified. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, such notice need not state the purposes of the meeting.

Section 9. Chairman and Secretary. Each meeting of the Board of Directors shall be presided over by the President or, in his absence or disability, by such person as may be designated from time to time by the Board of Directors. The Secretary, or in his absence or disability, An Assistant Secretary, or in his absence or disability, such other person selected by the Board of Directors, shall act as secretary of each meeting of the Board of Directors.

Section 10. Quorum. At all meetings of the Board of Directors, the presence in person or by conference telephone of a majority of the total number of Directors constituting the entire Board,

whether then in office or not, shall be necessary and sufficient to constitute a quorum for the transaction of any business by the Board of Directors at such meeting, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws. At any meeting of the Board of Directors, no action shall be taken (except adjournment, in the manner provided below) until after a quorum has been established, except as otherwise provided by law, the Articles of Incorporation or these Bylaws. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the act of a majority of Directors who are present at a meeting at which a quorum previously has been established (or at any adjournment of such meeting) provided that a quorum previously shall have been established at such adjourned meeting shall be the act of the Board of Directors, regardless of whether or not a quorum is present at the time such action is taken. In determining the number of directors who are present at the time any such action is taken, any Director who is in attendance at such meeting but who, for just cause, is disqualified to vote on such matter, shall not be considered as being present at the time of such action for the purpose of establishing the number of votes required to take action on any matter submitted to the Board of Directors, but shall be considered as being present for purposes of determining the existence of a quorum.

In the event a quorum cannot be established at the beginning of a meeting, a majority of the Directors present at the meeting, or the Secretary of the Corporation, if there be no Director present, may adjourn the meeting from time to time until a quorum be present. Only such notice of such adjournment need be given as the Board of Directors may from time to time prescribe.

Section 11. Regulations. The Board of Directors may adopt such rules and regulations for the conduct of its meetings and for the management of the property affairs and business of the Corporation as it may deem proper and not inconsistent with law, the Articles of Incorporation and these Bylaws.

Section 12. Compensation. Directors shall not receive compensation for their services.

Section 13. Participation in Meeting by Conference Telephone. Any and all members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 14. Written Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent or consents thereto shall be signed by all members of the Board then in office.

Section 15. Waiver of Notice by Directors. Whenever any notice is required to be given by law, the Articles of Incorporation or these Bylaws to a member of the Board of Directors, a written waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in any written waiver of notice unless so required by law, the Articles of Incorporation or these Bylaws. A director's attendance at or participation in a meeting waives any required

notice to him of the meeting unless the director at the beginning of the meeting, or promptly upon his arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 16. Assessments. The Board of Directors shall, on an annual basis, levy assessments against all of the members in accordance with the Covenants. Assessments shall be levied for the purposes set forth in the Covenants, including, but not limited to, the maintenance of water and sewer mains in and upon the Common Area; the maintenance and repair of all common drainage systems on the Property; and the maintenance of open spaces, roads and streets which have not been accepted for dedication by a public authority, signage, roadway medians and islands (including signage, medians and islands located in dedicated rights-of way), drives and parking areas within the Common Area. Assessments shall be binding legal obligations on members and shall be enforceable by the corporation as provided in the Covenants.

ARTICLE V—Notices

Section 1. Form; Delivery. Whenever, under the provision of law, the Articles of Incorporation, or these Bylaws, notice is required to be given to any member, personal notice shall not be required unless specifically provided. Notice may be given in writing, by mail addressed to such member at his address as it appears on the records of the Corporation, with postage prepaid. Such notices shall be deemed to be given at the time they are deposited in the United States Mail. Notice to a Member may also be given personally, or by telegram sent to his address as it appears on the records of the Corporation.

ARTICLE VI—Officers

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors. The Board of Directors shall appoint a President, a Vice President, a Secretary, and a Treasurer and such other officers as are appointed by the Board of directors from time to time. All officers of the Corporation shall exercise the powers and perform the duties as shall from time to time be determined by the Board of Directors. Any number of offices may be held by the same person.

Section 2. Term of Office: Removal. Each officer of the Corporation shall hold office until his successor is chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors. Removal from office shall not prejudice the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. No officers of the Corporation shall be compensated for their services as such.

Section 4. President. The President, subject to the direction of the Board of Directors, shall have general charge of the business affairs and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of

President and shall see that all orders and resolutions of the Board of Directors are carried into effect. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and executing thereof shall be expressly delegated by the Members or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

Section 5. Vice Presidents. In the event that the Board of Directors appoint a Vice President, or Vice Presidents, then the Vice President, or the Vice Presidents in the order designated or appointed, shall, in the absence of the President or in the event of his disability or refusal to act, perform the duties and exercise the powers of the President, and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and of the Members and shall record all the votes and proceedings of the meetings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the Board of Directors and of the Members and shall keep a register of the post office address of each director and each member. He shall have custody of the seal of the Corporation, and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it. When so affixed, the seal may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing of it by his signature.

Section 7. Assistant Secretary. The Assistant Secretary, if any (or the Assistant Secretaries, in the order designated or appointed) shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary, and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and other valuable effects, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the President or Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Members, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Corporation.

Section 9. Assistant Treasurer. The Assistant Treasurer, if any (or the Assistant Treasurers, in the order designated or elected) shall, in the absence of the Treasurer or in the event of his disability, perform, the duties and exercise the powers of the Treasurer, and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

ARTICLE VII—Indemnification of Directors and Officers

Section 1. Statutory Indemnification. The Corporation shall indemnify any director or officer of the Corporation to the fullest extent permitted by law.

ARTICLE VIII—MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the corporation shall be the calendar year, beginning on January 1 and ending on December 31 of each year.

Section 2. Contracts, Checks, Bank Accounts, Etc. The Board is authorized to select such banks or depositories as it shall deem proper for the assets of the Corporation. The Board shall determine who, if anyone, in addition to the President and the Treasurer shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes or other evidence of indebtedness, to enter into contracts or to execute and deliver other documents and instruments.

Section 3. Corporate Seal. The Corporation may have a corporate seal in such form as the Board of Directors may from time to time determine.

Section 4. Amendments. The Articles of Incorporation and/or the Bylaws of the Corporation or any part thereof may be amended, deleted, or added upon the same provisions for amendment as are contained in the Covenants. Amendments shall be considered only at a meeting at which notice of the meeting and the terms of the proposed amendment shall have been given in accordance with these bylaws. Proposed amendments may be initiated by any member of the Board of Directors.

Section 5. Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a director or trustee is or may hereafter be permitted by law to make or any similar restriction.

Section 6. References to Gender and Number Terms. In construing these Bylaws, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

Section 7. Headings. The Article and Section headings in these Bylaws are inserted for convenience only and are not part of these Bylaws.

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