

Document	Recorded / Dated Book / Page	
Declaration of Covenants, Conditions, Easements, and Restriction Applicable to Eagle Landing Subdivision	October 22, 1986 C199 / 157	This document was filed by the original Developer for the purpose of declaring certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of Eagle Landing Subdivision
Declaration of Covenants, Conditions, Easements, and Restriction Applicable to Eagle Landing Community Services Association	October 22, 1986 C199 / 175	This document was filed by the original Developer for the purpose of providing a vehicle for the orderly development and preservation of values of the Eagle Landing Subdivision
By-Laws of The Eagle Landing Association	July 8, 1996	This document was created to memorize The Eagle Landing Association and define their purpose to own, operate and maintain the common areas, streets and easements of Eagle Landing Subdivision
Amendment to Restriction (C199 / 157) Applicable to Eagle Landing Subdivision	March 11, 1996 819 / 272	<ul style="list-style-type: none"> • Paragraph 6 - Developer or Its Designee." shall be changed throughout to read "Eagle Landing Association Architectural Review Board (ARB). • Change requirements for submission of plans and (ARB) authority • Square Footage Minimums • Roof Shingles • Brick • Fences • Paragraph 9 – “this Developer” to read “any authorized builder” • Paragraph 10 – delete “and no signs are allowed after the initial sale. • Paragraph 11 – change Antenna restrictions. • Paragraph 14 – change dumpster requirements. • Paragraph 16 • Paragraph 27 – Other vehicle and trailer parking. • Article V Section 1 – Is amended as follows: change the public liability policy limit to read insurance policies shall contain reasonable coverages and shall. be reviewed annually by the directors.

<p>Amendment to Conditions, Easements, and Restrictions (C199 / 175) Applicable to Eagle Landing Community Services Association</p>	<p>December 30, 1996 987 / 114</p>	<p>Eagle Landing Community Services Association, Inc. would be the authorized entity responsible for the administration and enforcement of the Declaration and any amendments</p> <p>Section 1 – “Association” shall mean and refers to Eagle Landing Association, Inc., a South Carolina non-profit corporation, its successors and assigns.</p>
<p>Amendment to the By-Laws and Covenants of the Eagle Association, Inc. (819 / 272)</p>	<p>February 5, 2007 6323 / 187</p>	<ul style="list-style-type: none"> • Article V, Section 1 - of the By-Laws is hereby revoked and changed to... The business and affairs of the Association shall be governed by the Board of Directors (the “Board”). The Board shall be composed of five (5) Directors at least three (3) of whom shall be the Association’s President, Secretary and Treasure as elected at the annual meeting of the Membership. The term of office for each Director shall be one (1) year or until the re-election, resignation, removal of said Director or replacement by election of a successor Director. A Director must be a Member in good standing of the Association. • Paragraph 6 was amended to change requirements on Square Footage, Roof Shingles, Brick, Exterior Siding, Fences, Garages, and Construction Hours. • Article IX, Section 2(a) - All Regime fees are to be paid in full by January 31 of each calendar year. Failure to make timely payment will result in a late fee of \$25.00 per month to be added to the current balance.
<p>Second Amendment to By-Laws and Covenants of the Eagle Association, Inc.</p>	<p>August 29, 2007 6818 / 264</p>	<p>Corrected a portion of Paragraph 6 which dealt with fence requirements was not changed from the March 11, 1996, recording but was inadvertently removed from the February 5, 2007, amendment.</p>
<p>Third Amendment to the Covenants of the Eagle Association, Inc.</p>	<p>March 3, 2008 7192 / 134</p>	<p>Article VII, Section 3 - of the Declarations of Covenants, Conditions, Easements, and Restrictions – Rules and Regulations was amended as follows:</p>

		<p>The Association through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use a Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws. All Attorneys' fees associated with any violation of these Declarations and By-Laws shall be paid by the violator. Such unpaid fees shall constitute a lien upon the residential unit or units.</p>
<p>Fourth Amendment to the Covenants of the Eagle Association, Inc.</p>	<p>March 10, 2008 7211 / 251</p>	<p>A clarification needs to be made on the August 29, 2007, Amendment by adding the word (not) which was inadvertently left out of the FENCE requirement in Paragraph 6 & to the March 2, 2008, Amendments correcting the Article Number from Article VII to Article VIII</p>
<p>Fifth Amendment to the Covenants of the Eagle Association, Inc.</p>	<p>December 29, 2011 9254 / 250</p>	<p>Paragraph 6 (Square Footage) was amended. AREA Z A variance is given for construction of homes on 23 lots, to be numbered Lots 52-75 as set forth in a Planned Development proposal for new development within Eagle Landing Subdivision dated February 6, 2007 and revised February 27, 2007, to be located on a 7.346-acre tract designated as Z Residual on a subdivision plat dated March 23, 2007 and recorded in plat Book N at page 13-H. All new homes constructed on Lots 52-75 must be constructed with a minimum of 1,790 square feet total enclosed dwelling area excluding garages, terraces, decks and porches and be approved by the ARB. The minimum square footage for all other new construction, including that for the construction of homes on 51 lots, to be numbered Lots 1-51 as set forth in a Planned Development proposal for new development within Eagle Landing Subdivision dated February 6, 2007 and revised February 27, 2007 shall remain 2100 square feet as previously set forth in the Square Footage provisions under Paragraph 6</p>

		as set forth in the Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc.
Planned Development Agreement	January 13, 2011 8783 / 235	This Planned Development Agreement was recorded to set forth the requirements for the 75 lots within Area Z of the Eagle Landing Subdivision. Paragraph 76 of this agreement binds TMS #2590000074, #2590000073, TMS # #2590000072, and #2590000064 to all covenants and restrictions of the Eagle Association, Inc.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
EAGLE LANDING COMMUNITY SERVICES ASSOCIATION

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7-3-90 Amendment Vol C 281 Page 135
7-24-92 Amendment, Book 132 pg 84

RECORDED _____
TIME 11:14am
DATE 10-22-86
Russ J. Mitchell
COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
EAGLE LANDING COMMUNITY SERVICES ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions is made this 1 day of October, 1986, by Otranto, Inc., a South Carolina corporation, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Eagle Landing. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component residential associations, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration. This umbrella Association hereby created may perform educational, recreational, charitable, and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article I

199-177

Definitions

Section 1. "Association" shall mean and refer to Eagle Landing Community Services Association, Inc., a South Carolina corporation, its successors and assigns.

The "Board of Directors" or "Board" shall be the elected body having its normal meaning under South Carolina corporate law.

Section 2. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Residential Units in an apartment shall be the record owner of the apartment building or buildings. The owner of Residential Units in a cooperative shall be the cooperative corporation.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 5. "Residential Unit" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in a way of illustration, but not limitation) condominium units, apartments and cooperative units, patio or zero lot line homes, as may be developed, used, and defined, as herein provided or as provided in subsequent Declarations covering all or a part of the Properties.

For the purposes of this Declaration, a newly constructed Residential Unit shall come into existence upon the issuance of a certificate of occupancy by the appropriate agency of

Berkeley or Charleston County or other local governmental entity. The term "Residential Unit" shall not include any commercial space which might be subject to all or part of this Declaration.

Section 6. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential or condominium association, with any commercial establishment or association, or with any apartment building owner of cooperative within Eagle Landing, become the responsibility of the Association. In addition, any manager's office located on the Properties shall be part of of the Area of Common Responsibility.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 9. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 10. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 11. "Mortgagor" shall include the trustor of a deed of trust, as well as mortgagor.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Parcel" shall mean and refer to separately designated, developed residential areas comprised of various types of housing initially or by amendment made subject to this Declaration, for example and by way of illustration and not limitation: condominiums, cooperatives, or fee simple townhouses. In absence of a specific designation of separate status, all property made subject to this Declaration shall be considered a part of the same parcel; provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that

such property shall constitute a separate parcel or parcels.

Section 14. "Parcel Assessments." Parcel assessments for common expenses provided for herein or by any supplementary Declaration shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners of the Residential Units against which the specific parcel assessment is levied and of maintaining the property within a given parcel, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equally against owners of Residential Units in a parcel for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

Section 15. "Residential Association" shall mean any homeowners, condominium, cooperative, or other such association created on property subject to this Declaration containing units, homes, apartments, or other structures for residential purposes.

Article II

Property Rights

Every owner shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with the procedures it may adopt.

Article III

Membership and Voting Rights

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such

ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per Residential Unit owned. In the event of multiple owners of a Residential Unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular Residential Unit be cast for each Residential Unit.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows;

(a) Class "A". Class "A" members shall be all owners with the exception of Class "B" members, if any.

Class "A" members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per unit. When more than one person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event one or more than one person seeks to exercise it.

Any owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale. The Class "B" members shall originally be entitled to Five Hundred (500) votes; this number shall be decreased by one (1) vote for each Class "A" member existing at any one time. The Class "B" membership shall

terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the total outstanding Class "A" votes equal or exceed three hundred (300).
- (ii) January 1, 1996; or
- (iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Residential Unit in which the interest required for membership under Section 1 hereof is held. At such time, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the membership of the termination of Class "B" status.

Article IV

Maintenance

The Association shall maintain and keep in good repair the Common Area, if any, such maintenance to be funded, as hereinafter provided; provided, however, any sidewalk which may be a part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association even if part of the Common Area or elements of a Residential Association. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in any Declaration subsequently recorded which creates any residential association (including, but not limited to, condominium associations) upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those members residing in the association to which the services are provided. The assumption of this

responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of Eagle Landing Community Services Association, Inc. The provision of services in accordance with this Section shall not constitute discrimination within a Class.

Common areas designated to be maintained by the Association upon the conveyance of the first lot are described as follows:

1. All signs designating road entrances to the subdivision of Eagle Landing and any special signs designating sections of said subdivision, including condominiums, townhouses or separate areas that are designated common areas for maintenance by the Association. All signs are to be erected at the expense of the developer and will thereafter be owned and maintained by the Association for the benefit of all owners.

2. All areas of a lot designated green area on a landscaping plot plan approved by the New Construction Committee shall be maintained by the Association as a common expense of all property owners. All cost incurred in the original planting of grass area shall be that of the property owners.

ARTICLE V

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, by written agreement with any other association in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, and

its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar per person limit, as respects bodily injury, a One Million (\$1,000,000.00) dollar limit per occurrence, and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit. Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to other associations shall be charged to those associations. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assessment, as defined in Article IX, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in South Carolina.

(b) All policies on the Common Area shall be for the benefit of the Residential Unit Owners and their mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be

brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hanahan, Berkeley County, South Carolina, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to claims against the Association's Board of Directors, its Manager, the owners and their respective tenants, servants, agents, and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;

(iv) That no policy may be cancelled, invalidated or suspended on the account of the conduct of any director, officer, or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any owner or mortgagee; and

(v) That any "other insurance" clause in any policy exclude individual owners' policies from consideration.

Section 2. No Partition. Except as is permitted in the Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and

disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected owner or owners and their mortgagee(s), as their interests may appear, if any Residential Unit is involved, shall be retained by and for the benefit of the Association. This a covenant for the benefit of any mortgagee of a Residential Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired and reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide

within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction is to be repaired.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all owners in proportion to the number of Residential Units owned by such owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Article VI

Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Residential Units subject to the taking, if any) by any authority having the power of condemnation or eminent

domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Trustee for all owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VII

Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until ten (10) years from the date of this Declaration being recorded in the Berkeley County R.M.C. Office to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Berkeley County RMC Office, an amendment annexing such

property. Such amendment to this Declaration shall not require a vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto.

Section 2. Annexation with Approval of Class "A" Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members other than Declarant of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the property shown on Exhibit B, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Berkeley County RMC Office records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Article VIII

Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the owners set forth in this Declaration, shall

be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Eagle Landing conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be as provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article IX

Assessments

Section 1. Creation of a General Assessment. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors. General Assessments shall be allocated equally among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the

Association as a whole. Parcel Assessments shall be levied against Residential Units in particular portions of the Properties or in residential associations for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Each owner, by acceptance of his or her deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with interest at the rate of Six (6%) percent per annum and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assesment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents; unless the Board otherwise provides, the assessments shall be paid in annual installments. It is the intention of this Declaration that assessments be collected by the residential associations within Eagle Landing and be paid by such associations to the Community Services Association. Such a system shall prejudice neither the right for direct collection nor the lien rights set out in Section 4 of this Article.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2.

A

Section 2. Computation of Assessment. If the Association incurs ongoing Common Expenses, the Board shall prepare an annual budget, and the following provisions shall apply:

It shall be the duty of the Board at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget separately prepared, and shall separately list general and parcel expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Residential Unit for the following year, to be delivered to each owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1, the Association may levy a Special Assessment in any year. So long as the total special assessments authorized under this Article do not exceed Five Hundred (\$500.00) Dollars in any one year, the Board, by majority vote, may impose the special assessment. If such total be exceeded, any special assessment shall be effective only with the approval of a majority of the Class "A" members.

Section 4. Lien for Assessments. Such assessment shall constitute a lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien and charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first

priority over other mortgages or deeds of trust) made in good faith and for value.

The Association, acting on behalf of the owners, shall have the power to bid for the Residential Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Residential Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgement for unpaid common expenses, rent, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replacable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of the Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Section 6. Maximum Annual Assessment. For the first Twelve (12) months following the date of the conveyance of the first lot, the maximum annual assessment shall be \$600.00 and shall be payable to the Association at the time of sale of any lot or at a time designated by the Board of Directors.

Annual assessments thereafter shall not be increased more than Five (5%) above the previous years assessment without a majority vote of the membership, except, however, annual

assessments may be increased or decreased because of the size of the areas to be actually maintained. This adjustment will be within the sole discretion of the Board of Directors at the time of sale of each lot.

All of the fairway lots with their rear or side lot line falling on the fairways, greens or water holes shall be subject to a watering assessment. All owners shall be assessed Thirty (30) days after the installation of the rear lot water sprinkling system on said lot. The cost to each lot owner will be assessed on a pro rata basis for said lot installation and monthly water use of the watering system. All such lots are subject to an easement for ingress and egress of said lot area to be maintained.

All lots on which the green area and/or watering system are to be maintained by the Association shall be and are subject to a ingress and egress easement to and from the golf course or public road to the area of said lot to be maintained.

Article X

Architectural Standards

All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdictions decisions of either Committee.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall promulgate Architectural and Environmental Standards and Application Procedures. It shall make both available to owners, builders, and developers who seek to engage in development of or construction upon all or

any portion of the Properties and shall conduct its operations in accordance therewith. The Board of Directors shall appoint the members of the NCC which shall consist of three (3) members, none of whom shall be required to be residents of Eagle Landing.

Section 2. Modification Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, that the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration, so long as the MC has determined that such board or committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the MC shall not have jurisdiction over modifications or alterations made by the Declarant or its successor.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location for such modifications, additions, or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or to paint the interior of his residence any color desired. In the event the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

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Article XI

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto, or subsequently recorded declarations creating residential associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association.

Article XII

Mortgage Provisions

The following provisions apply to the Properties, and none may be amended without the consent of at least two-thirds (2/3) of the institutional holders of first mortgages within the Properties have given their approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer any common area owned, directly or indirectly, by the Association for the benefit of the Residential Units; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an owner;

(c) by act or omission change, waive, or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of Residential Units, and the maintenance of the Common Area in the Properties; or

(d) the use of hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such Common Area.

Section 2. Payment of Taxes. First mortgagees of Residential Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee of a Residential Unit pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 4. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such unit, will be entitled to written notification from the Association of any default in the performance by any owner of a Residential Unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

Section 5. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services of the Declarant, may not exceed one year (1) and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

Article XIII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Residences upon the Properties and placed on the dividing line between two or more Residential Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls

and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Article XIV

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Subject to the applicable provisions of Article XII, the Declarant reserves the right to terminate the Association and to abrogate this Declaration at any time during the first two (2) years following recordation in the Berkeley County RMC Office if the Association's maintenance and regulatory responsibilities have been assumed by other public or private entities.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association, including a majority of the affirmative votes or written consent of members other than the Declarant. Any amendment must be recorded among the land records of Berkeley County, South Carolina. No amendment may

remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. So long as the Class "B" membership exists, the Declarant may, without vote of the owners, amend this Declaration.

Section 3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 5. Owners' Right to Ingress, Egress and Support. Each owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or

her Residential Unit and shall have the right to lateral support for his or her Residential Unit, and such rights shall be appurtenant to and pass with the title to each Residential Unit.

Section 6. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association.

Section 7. Easement for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over, and under all of the property for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any property contained in Exhibit "B". By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain the necessary poles and other equipment on said property and to affix and maintain utility wires, circuits, and conduits on to sewer for said Residences. Notwithstanding anything to the contrary contained in the paragraph, no sewers, electrical lines, water lines, or other utilities may be or relocated on said property, except as may be approved by the Association's Board of Directors or as

provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided a request for a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. The Board shall have, by two-thirds (2/3) vote, the power to dedicate all or part of the Common Area to Berkeley County or other local government entity.

Section 8. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Properties, except that no more than a total of two (2) normal household pets may be kept in Residential Units, subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit pets from being kept on the Properties, including inside Residential Units constructed thereon; provided, however, the Declaration or other creating document for any Residential Association may impose stricter standards than those contained in this Section 8.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Regan, President of the United States.

Section 11. Renting or Leasing of Residential Units.

Units may be rented or leased only by written leases and subject to the following restrictions:

Lessee to Comply with Declaration and By-Laws--Effect of Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner.

Each owner agrees to cause his lessee, occupant, or persons living with such owner or his lessee to comply with the Declaration, By-Laws, and the rules and regulation promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulation; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board shall also have the power to impose reasonable fines upon the lessee for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant, or person living with the lessee to use the Common Area. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument creating any residential association with Eagle Landing.

Section 11. General Assessment. There shall be a general annual assessment against Owners of all parcels of land located in Eagle Landing Subdivision for the following amenities or services when and if provided by the Eagle Landing Community Services Association, Inc.

- 1) Security
- 2) Yard and Park Maintenance
- 3) Utilities
- 4) Radio and Television Systems
- 5) Railroad Crossing Maintenance
- 6) Amenities such as pools, playground, tennis courts, golf course, docks, fishing pier, and other such amenities to be available to or used by owners, their tenants and guests.
- 7) Trash and Garbage Collection
- 8) General and Limited Common Elements
- 9) Insurance
- 10) Salaries or Fees
- 11) Such other services or amenities that may be provided by said Association.

It shall be in the sole discretion of the Board of Directors to determine if a parcel owner is subject to this General Assessment.

Section 13. Incorporation of Provisions in Deeds.

(a) Each grantee, by accepting a Deed, lease or other instrument conveying any interest in any Lot, whether or not such instrument incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the Declaration and to incorporate this Declaration by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.

(b) The Developer and each grantee taking title through the Developer by acceptance of a Deed, lease or other instrument conveying any interest in any Lot, further agrees to cause all

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subsequent grantees to execute in a Deed, lease or other instrument conveying any interest in any Lot for the purpose of affirmatively assuming the obligations of an Owner hereunder and agrees to include the following covenant in any such Deed or other instrument conveying any interest in any Lot:

"For the benefit of the grantor, Otranto, Inc. and the Eagle Landing Community Association, Inc., their respective heirs, successors and assigns, the grantee hereunder, upon acceptance of the delivery of their deed of conveyance, assumes the obligations of an Owner under the Declaration of Restriction, Easements, Charges and Liens to which the property is subject and expressly agrees to comply with each provision thereof to the extent such provision applies to him."

This covenant, and any such covenant in any Deed to any Lot, may be specifically enforced against the grantor or the grantee or both.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 1 day of October, 1986.

OTRANTO, INC.
A South Carolina Corporation

Andrew J. Combs
BY: Andrew J. Combs

Lori A. Titus
LORI A. TITUS

Linda M. Moeller
LINDA M. MOELLER

Alton L. Ogier
BY: Alton L. Ogier

State of South Carolina)
County of Berkeley)

Personally appeared before me LINDA M. MOELLER, who being duly sworn, says that (s)he saw the within named Otranto, Inc. by its President, Andrew J. Combs, sign the within Covenants, and ALTON L. OGIER, its Vice President, attest the same, and the said Corporation by said officers, seal said covenants, and, as its acts and deed, deliver the same, and that (s)he with LORI A. TITUS witnessed the execution thereof.

Linda M. Moeller
LINDA M. MOELLER

Sworn to before me this 1 day of October, 1986.

Lori C. Titus
Notary Public for South Carolina.
My Commission Expires 10/6/93

19.00 sqm

1199 PRICE 157

5-21-90 See Modification C 279, page 108 SE 43 D
6-16-89 See Modification C 260 page 24, 24/1
8-12-91 See Modification C 304 page 197 (15 BUN K)

Declaration of Covenants, Conditions, Easements, and
and Restrictions Applicable to Eagle Landing Subdivision

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11.13 am
10-22-86
R. J. Mitchell
HARDY COUNTY

INDEX (con't)

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STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANTS,
) CONDITIONS, EASEMENTS, AND
) RESTRICTIONS APPLICABLE TO
COUNTY OF BERKELEY) EAGLE LANDING SUBDIVISION

WHEREAS, Otranto, Inc., a South Carolina Corporation, hereinafter referred to as the "Developer", is the owner of certain lands located within a planned community development known as Eagle Landing, and is creating therein a neighborhood of residential houses known as Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision; and;

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of certain lands known as Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision,

NOW, THEREFORE, the Developer in consideration of the premises and other good and valuable consideration, does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof, and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens, hereinafter referred to as the "Covenants", as herein set forth. The Developer reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of these Covenants, with the approval of the HUD-FHA-VA when applicable.

1. Property Subject to These Covenants. The real property which and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, is located in Berkeley County, South Carolina, and is known as Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision and is shown on the Plat of Eagle Landing dated _____ and recorded in the Office of Register of Mesne Conveyance for Berkeley County in Plat _____ at page _____ and attached hereto (hereinafter referred to as the "Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision") as Exhibit A. The lots shown on the plat are in the following lettered blocks and are numbered as shown below.

Blocks B, C, D, E, F, G, H, and I

2. Eagle Landing Community Services Association, Inc. The Developer has caused or is about to cause to be incorporated under the laws of the State of South Carolina, a corporation, Eagle Landing Community Services Association, Inc., (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and preservation of values of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision and certain other properties that may from time to time be developed and joined together with those properties previously developed to form a community to be known as Eagle Landing Subdivision. The Developer, for each Lot owned by it in

said blocks of Eagle Landing Subdivision, hereby covenants and for each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of the Association Declaration as if set out in full herein.

3. Definitions. When the first letter of any term used in these Covenants is capitalized, such term shall refer to and have the meaning as defined in the Association Declaration unless the context otherwise requires; provided, however, that the terms defined herein shall be given the meaning as stated.

a) "Lot" shall mean any lot shown on the Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision and shall include any dwelling thereon when the context requires such construction.

b) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or by any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

4. Additions to Existing Property. The Developer, its successors and assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which are contiguous and adjacent thereto which may

be joined together with those properties previously developed to form a Subdivision to be known as Eagle Landing Subdivision. The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of Development.

5. Residential use of Property. All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any Lot other than one single-family dwelling, not more than three and one-half stories in height, and any accessory structures customarily incident to the residential use of such Lots.

6. Approval of Plans by Developer or Its Designee. No construction, reconstruction, remodeling, alteration, or addition to any structures, building, fence, wall, road, drive, path, cutting of trees, or improvement of any nature shall be commenced without obtaining the prior written approval of the Developer or its designee as to location, plans and specification. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets

of building plans and specifications and landscape plans must be submitted to the Developer or its designee. A refundable fee may be charged to insure the satisfactory installation of improvements and landscaping in accordance with the submitted plans and specifications. The Developer or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. No previously approved structure shall be used for any purpose other than for which it was originally approved.

Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Developer or its designee shall be entitled to stop any construction in violation of these restrictions so long as Developer owns any Lot within the Eagle Landing Subdivision. The Developer hereby designates the authority to make such determinations as provided for in this section to the Board of Directors (BOD), the New Construction Comitee (NCC), or the Modification Committee (MC) in accordance with the provisions of Article X of the Association Declaration. This designation shall be continous and remain in force until such time as the Developer gives written notice to Owners to the contrary.

7. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the date the construction of same shall have commenced, unless otherwise extended by the Developer or its designated representative, 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 calamity.

8. Obstruction of View at Intersection and Delivery Receptacles. The lower branches of trees or other vegetation in

sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable minimum building setback line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, of any governmental agency.

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

10. Sign Boards. No sign boards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2 x 3 feet in size. No more than one sign shall be displayed on one Lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet. No signs will be allowed in windows and no signs are allowed after the initial sale.

11. Antenna. No radio or television transmission towers, satellite disks or antenna shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line of any house is allowed.

12. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, with the sole exception of subsurface water.

13. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) shall be permitted that emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the Board of Directors (BOD), the New Construction Committee (NCC), or the Modification Committee (MC), which standards shall, at a minimum, meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Property.

14. Disposition of Trash and other Debris. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot, greenway, easement or other common area other than in the receptacles customarily used therefor which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk mat-

erials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the Board of Directors (BOD), the New Construction Committee (NCC) or the Modification Committee (MC). During the course of construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

15. Aesthetics, Natural Growth, Fences, Screening, Underground Utilities Service. No nature growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the Developer or its designee, without which the Developer or its designee may require the Owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a lot, greenway, easement or other common area as designated, except such as are

installed in accordance with the original construction of the Lots, any any replacement thereof, or as are authorized and approved by the Developer or its designee. No chain link fences are permitted on any properties within said subdivision.

The Developer hereby designates the authority to make such determinations as provided for in this section to the Board of Directors (BOD), the New Construction Committee (NCC), or the Modification Committee (MC) of the Association Declaration. This designation shall be continuous and remain in force until such time as the Developer gives written notice to Owners to the contrary.

16. Animals. No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred, or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred or raised therein for comercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats, and birds to two (2) per Lot. Each person bringing or keeping a pet upon any lands described in the Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision shall be absolutely liable to each and all other Owners, their family members, guests or invitees for any damage to persons or property caused by any such pet. All 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 dwelling or enclosed area.

17. Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon the land as shown on the Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision. No nuisance shall be permitted or maintained upon any portion of the Property.

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

19. Wells. No individual water supply system shall be permitted except for irrigation, swimming pools or other nondomestic use.

20. Easements. An easement on each Lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with the rear or back lot line of each Lot, and along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from or for each Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the

such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any Lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any such Lots may be established without first obtaining separate consents therefor from the Developer.

Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditons of use of the easement of each Lot. Such agreement shall, upon execution, be filed with the Register of Mesne Conveyance of Berkeley County and shall without the necessity of further actions, constitute an amendment of these Covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

21. Maintenance Required by Owner. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of

of limitation, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

After fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this restriction 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 Board of Directors (BOD), the New Construction Committee (NCC), or the Modification Committee (MC) shall have the "Right of Action" as provided for in the Association Declaration.

22. Use of Sample Houses. The Developer, during such time as it shall continue to be the owner of any Lot shown upon the Plat of Blocks B, C, D, E, F, G, H, and I of Eagle Landing Subdivision may use its Lot or Lots for the purpose of building thereon a sample house or sample houses, sales and information centers which may be exhibited to the public and which the Developer shall be entitled to invite the public for the purpose of inspecting the said sample house or houses and disseminate to the public sales information in Eagle Landing, which such activities shall not be construed as a violation of the residential provisions of these restrictions.

23. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot.

24. Landscape Restrictions. No tree having a diameter of four (4) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Developer or its Designee.

25. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides, or herbicides other than those approved by the Board of Directors (BOD), the New Construction Committee (NCC), or the Modification Committee (MC) shall be used on any portion of the Property. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended.

26. Prohibition Against Offensive Conduct or Nuisance. No noxious or offensive activity shall be carried on upon any Lot or other Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animal, or device or any thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

27. Other Vehicle and Trailer Parking. No trailer, trailer house, recreation vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than "vans" or "pick-ups") or other commercial vehicles shall be brought upon or habitually parked overnight, whether on any street, on any Lot, or on any other Property unless such area has been designated for such purpose by the

Association. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association for the purpose of storage. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Eagle Landing Subdivision.

28. Otranto, Inc., or its assigns, the purchaser or the grantee, their heirs or assigns, of any of the said lot or lots herein referred to shown on the said plat or plats of Eagle Landing Subdivision, made by E.M. Seabrook, Jr., Inc., are hereby estopped from revoking, modifying, altering or changing these restrictions, conditions, covenants and limitations as herein set out until January 1, 2000 without the combined consent of the following:

- (a) Otranto, Inc., or its assigns, or any Bank or incorporated Trust company authorized to do business in South Carolina to whom Otranto, Inc. may delegate such authority.
- (b) The owner or owners of any of the particular lots herein referred to over or in connection with which particular lot or lots it is desired to revoke, modify, alter or change these restrictions.

(c) The owner or holder of any mortgage over the said particular lot or lots over which or in connection with which lot or lots it is desired to revoke, modify, alter or change these restrictions.

Otranto, Inc., does hereby declare that the advantages flowing to it constitutes good, valuable, and sufficient consideration for the execution of this instrument of the restrictive character, and that by virtue of said restrictions the value of the said lots herein referred to is increased to the advantage of Otranto, Inc., or its assigns, and that Otranto, Inc., or its assigns, are hereby estopped from revoking or modifying the restrictions herein outlined except as above provided.

IN WITNESS WHEREOF, Otranto, Inc. has caused these presents to be executed by its duly authorized officers this 1 day of October, 1986.

Signed, sealed and delivered in the presence of:

Lori A. Titus
Lori A. Titus
Linda M. Moeller
Linda M. Moeller

OTRANTO, INC.

[Signature]
BY: ANDREW J. COMBS

[Signature]
BY: ALTON L. OGLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

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Personally appeared before me Linda M. Moeller, who being duly sworn, says that (s)he saw the within named Otranto, Inc. by its President, Andrew J. Combs, sign the within Covenants, and Alton L. Ogier, its vice president, attest the same, and the said Corporation by said officers, seal said covenants, and, as its act and deed, deliver the same, and that (s)he with Lori A. Titus witnessed the execution thereof.

Sworn to before me this 1
day of October, 1986.

Lori A. Titus
Notary Public for S.C.
My Commission Expires 10/6/92

Linda M. Moeller
Linda M. Moeller

**BY-LAWS OF
THE EAGLE LANDING ASSOCIATION
(A South Carolina Non-Profit Corporation)**

**ARTICLE I.
NAME, REGISTERED OFFICE AND REGISTERED AGENT**

Section 1. Name: The name of this corporation is the EAGLE LANDING ASSOCIATION, INC. (the "Association").

Section 2. Registered Office and Registered Agent:

The registered office of the Association is 1329 Kingfisher Circle, which is the residence of Chris Zerbst.

Section 3. Other Offices:

The Association may have offices at such other places either within or without the County of Berkeley, South Carolina, as the Board of Directors may from time to time determine, or as the affairs of the Association may require.

**ARTICLE II.
PURPOSE OF THE ASSOCIATION**

Section 1. Purpose: The purpose of the Association is to own, operate and maintain the common areas, streets and easements of Eagle Landing Subdivision (the "Subdivision") located in Berkeley County, South Carolina, and to carry out the functions of the Association's predecessor in interest, the "Eagle Landing Community Services Association, Inc." as contemplated in that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded with the Berkeley County RMC at Book C199, Page 175, which Declaration includes any amendments thereto, as well as any covenants or restrictions on the Subdivision recorded prior to the Declaration. In fulfilling its purpose, the Association shall seek to promote the recreation, health, safety, welfare, benefit and enjoyment of the Association's members ("Members") as hereinafter defined, and to enhance, preserve, and maintain the natural beauty of the Subdivision. In doing so, the Association shall have the power to:

- (a) take such legal steps as may be necessary to confirm or acquire title to public areas of said Subdivision as they have been designated in the Declaration or on recorded subdivision plats thereof;
- (b) to operate and maintain parks, playgrounds, open spaces, swimming pools, lakes, ponds, tennis and shuffle board courts, roads, rights-of-way, bridges, walkways, bicycle trails, bridle trails, buildings, structures, and other facilities incident thereto;
- (c) to maintain lands, trees, shrubbery, flowers, or other vegetation;

- (d) to fix and collect assessments levied with respect to the Members as provided in the Declaration and to enforce any and all other covenants and restrictions applicable to the Subdivision as may be of record;
- (e) to acquire, convey and manage properties of every kind and description, whether real or personal;
- (f) to maintain lots and the exterior of buildings thereon;
- (g) to borrow money, issue bonds, promissory notes and other obligations and evidences of indebtedness and to secure the same by mortgage, deed, security deed, pledge, or otherwise insofar as is permitted by law;
- (h) to do any other thing that, in the opinion of the Board of Directors, will directly or indirectly promote the recreation, health, safety, welfare, benefit, and enjoyment of the residents of the Subdivision;
- (i) to enhance, preserve and maintain property values in the Subdivision and its surroundings; and
- (j) to do all other things necessary, proper, useful or incidental to the carrying out of the purposes for which the Association is organized.

Section 2. Dedication: The Association is irrevocably dedicated to, and operated exclusively for, non-profit purposes. The Association shall have no stock or stockholders. No part of the activities of the Association shall be for carrying on of propaganda, or otherwise attempting to influence legislation. The Association shall not participate or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE III. MEMBERSHIP

Section 1. Members: Members ("Members") of the Association shall consist of all persons who are the owners of record of Residential Units (as defined below) in the Subdivision. On all matters requiring a vote, each Member shall be entitled to one vote. When more than one person is the owner of record of a Residential Unit, the vote for such unit shall be exercised as those persons among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Unit. In the event of disagreement among such persons in an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such a vote shall not be counted.

Section 2. Matters for Membership Voting: Members shall be entitled to vote on any proposal to:

- a) charge fees for the actual use of any recreational facility;

- b) change the method of calculating the maximum amount of the annual assessment to be levied by the Association;
- c) levy a special assessment except as otherwise provided in the Declaration;
- d) dedicate or transfer all or any part of the Association's properties to any public agency or authority;
- e) amend the Declaration;
- f) amend the Articles of Incorporation or these By-Laws;
- g) merger, consolidation or dissolution of the Association;
- h) where such a vote is required by state law or these By-Laws;
- i) election and/or removal of Officers and/or the Board of Directors; and
- j) any other matter the Board of Directors may desire.

Section 3. "Residential Unit" shall mean any portion of the Subdivision intended for any type of independent ownership for use and occupancy as a residency by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartments and cooperative units, patio or zero lot line homes, as may be developed, used, and defined as herein provided or as provided in subsequent Declarations covering all or a part of the Subdivision.

For the purposes of these By-Laws, a newly constructed Residential Unit shall come into existence, and a Membership thereby created, upon the issuance of a certificate of occupancy by the appropriate agency of Berkeley County or such other local governmental entity having jurisdiction over occupancy.

ARTICLE IV. MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings: Meetings of the Association's Membership shall be held in Berkeley County, South Carolina at any place convenient to the Members as may be designated by the Board of Directors in the notice thereof, or at such other place either within or without the State of South Carolina that may be agreed upon by the majority of the Membership entitled to vote thereon and designated in the notice thereof.

Section 2. Annual Meetings: The Association shall conduct an annual meeting of the Membership and said meeting shall be in January of each year with the exact date and location thereof to be announced by the Board in the manner required by these By-Laws.

Section 3. Special Meetings: The President shall be required to call a special meeting of the Membership as designated by resolution of the Board of Directors, or upon a petition signed by

at least one-third (1/3) of the Members and presented to the Secretary. The call of a special meeting shall be by written notice stating the time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting, unless at the meeting, or prior thereto, a written waiver of this limitation is signed by every Member, including Members not in attendance at the special meeting.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to give notice of all meetings, stating the time and place of such meeting, to each Member. Such notice, except as may otherwise be specifically provided in the Declaration, is to be given at least fifteen (15) but not more than thirty (30) days prior to the date fixed for such meeting. Notice shall be deemed given when delivered to the person by hand or when deposited in the United States Mail, postage prepaid, addressed to the Member at the Member's mailing address as shown in the books of the Association.

Section 5. Members Entitled to Vote at a Meeting: At least ten (10) days prior to a meeting of the Membership, the Secretary of the Association shall prepare an alphabetical list of Members in Good Standing which list shall constitute the Members of record entitled to vote at such meeting. Such list shall be comprised of the owners of record of Residential Units in the Subdivision who have paid all assessments (whether annual, special, or otherwise including any accrued interest or attorney's fees) against the Member's Residential Unit which were due and owing during the calendar year prior to the year in which the meeting is being held. Such list shall be kept on file in the office of the Association prior to such meeting and shall be subject to inspection by any Member during that period or during the Membership meeting.

Section 6. Order of Business: The order of business at each annual meeting shall be as follows:

- a. Roll Call and Determination of Quorum
- b. Proof of Notice of Meeting or Waiver of Notice
- c. Reading of Minutes of Preceding Meeting
- d. Reports of Officers
- e. Reports of Committees, if any
- f. Election of Officers and Directors
- g. Unfinished Business
- h. New Business
- i. Adjournment

Section 7. Quorum: Except as may be otherwise provided in this Article, a quorum of Members shall be required to conduct business at any annual or special meeting of the Membership. A quorum shall be present at a meeting if at least ten percent (10%) of the votes entitled to be cast at a meeting are present at the meeting, whether by personal attendance or by written proxy as provided in this Article. If a quorum is present, the affirmative vote of the Members representing at least a majority of the total votes in attendance, whether in person or by proxy, shall be the act of the Membership of the Association, except on such votes where a specified percentage other than a majority is required by these By-Laws, the Declaration, or South Carolina law. As to those votes, the specified percentage shall be required.

Section 8. Proxy: Votes at meetings of the Membership, whether annual or special, may be cast in person or by written proxy. Proxies must be filed with the Secretary before the commencement of each meeting in which the proxies are to be voted. The only persons who shall be qualified to act as a proxy for a Member shall be an adult member of the Member's household, or another Member, or a director or officer of a corporate Member.

Section 9. Adjourned Meetings: If a quorum is not present, the meeting must be adjourned. Provided, however, that 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 of the meeting which adjourned due to lack of a quorum. No such subsequent meeting shall be held more than thirty (30) days following the initial adjourned meeting.

ARTICLE V. BOARD OF DIRECTORS

Section 1. Number: The business and affairs of the Association shall be governed by the Board of Directors (the "Board"). The Board shall be composed of five (5) Directors at least three (3) of whom shall be the Association's President, Secretary, and Treasurer as elected at the annual meeting of the Membership. The term of office for each Director shall be one (1) year or until the re-election, resignation, removal of said Director or replacement by election of a successor Director. A Director must be a Member of the Association.

Section 2. Powers: The Board shall have the duties and powers necessary to administer the affairs of the Association and to do all things on behalf of the Association except as may be prohibited by these By-Laws, the Declaration, or by South Carolina law. Such duties and powers include, but are not necessarily limited to, the performance of the following functions:

- (a) to enforce the provisions of the Declaration and these By-Laws, including any amendments to either;
- (b) to levy and collect assessments and charges as provided in the Declaration;
- (c) to authorize disbursement from the common expense fund for expenditures covering common expenses, which shall include but shall not be limited to, the following:
 - (1) water, sewer, garbage collection, electrical, telephone, gas and other utility services which are billed as common expenses;
 - (2) casualty and liability insurance for the Association and its properties as provided in the Declaration;
 - (3) Workmen's Compensation Insurance to the extent necessary to comply with any applicable law;
 - (4) the services of a person or firm to manage its affairs (herein sometimes called "Manager") to the extent deemed advisable by the Board, as well as other personnel which the Board shall determine may be

necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or are furnished by the Manager;

(5) legal and accounting services necessary or proper in the operation of the Association or the enforcement of the Declaration;

(6) any fidelity bond for the Manager or such other persons as may be designated by the Board;

(7) painting, maintenance, repair, replacement and all landscaping of the common elements, and such furnishings, fixtures and equipment therefor as the Board shall determine are necessary and proper, with the right and duty to acquire same for the common elements;

(8) materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or operation of the common elements or enforcement of the Declaration;

(9) maintenance and repair of any lot to protect the common elements or to preserve the appearance or value of the Subdivision, when owners have failed or refused to perform said maintenance or repair; provided that the Board shall make a reasonable effort, as provided in the Declaration, to obtain reimbursement from the owner of the lot to which such maintenance or repair is performed.

(d) The Board shall have the exclusive right to contract for all goods, services, and insurance to be purchased for the Association and payment for these items shall be made from the Association's common expense fund. This authority may be delegated by the Board to any officer or agent of the Association as it deems proper.

(e) The Board shall maintain records of its meetings and those of the Association's Members. Such records shall include minutes of meetings and any resolutions resulting therefrom, as well as the financial records and books of account of the Association. Further, these records shall include a chronological listing of receipts and expenditures of the Association and an accounting for each lot in the Subdivision which states the amount of each assessment of thereon, the dates when due, amounts paid thereon, and balances due. Additionally, the Board shall maintain copies of the Declaration, Articles of Incorporation, and these By-Laws, the rules of the Association, and architectural plans which have been approved as provided in the Declaration. Such documents will be available for inspection by Members and their agents after reasonable notice requesting such inspection.

(f) From time to time the Board may promulgate rules ("Rules") governing use of the common areas and upon creation of such Rules shall provide notice thereof to all Members.

Section 3. Compensation: The Directors shall receive no compensation for their services rendered to the Association as members of the Board; provided, however, nothing herein prohibits a Director, or other Member, from serving the Association in an independent professional capacity and being paid for such services pursuant to an agreement with the Association approved by vote of the disinterested Directors. Further, provided, however, that if there are not more than three (3) disinterested Directors to vote on such matter, then such matter shall be voted upon by the disinterested Membership.

Section 4. Election of Directors: Nominations for Directors shall be made by the Membership at its annual meeting with elections immediately following such nominations. Unless dispensed with by unanimous consent, elections shall be by written ballot with a plurality of all votes cast being required for election. There shall be no cumulative voting. Only Members of the Association may be elected to, and serve upon, the Board.

Section 5. Vacancies: Vacancies on the Board or among the Association's Officers shall be filled by vote of a majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected by the remaining Directors shall be a Director (and Officer, if applicable) until a successor is elected by the Membership at the next annual meeting of the Association.

Section 6. Removal: Any one or more of the Directors may be removed with or without cause by a two-thirds (2/3) vote of the Membership in attendance in person or by proxy at any annual or special meeting. A successor may then and there be elected to fill the vacancy thus created, to hold office until the next annual meeting of the Association.

Section 7. Regular Meetings: The meetings shall be held at such time and place as determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to such meeting.

Section 8. Special Meetings: Special meetings may be called by the President on five (5) days notice to each Director, given personally, by mail, telephone or telegraph stating time, place and purpose of the meeting. Special meetings of the Directors shall be called by the President or Secretary in like manner and on like notice upon written request of at least a majority of the Directors.

Section 9. Waiver of Notice: A Director may waive in writing notice of a meeting and his waiver shall be deemed the equivalent of having received notice as provided in these By-Laws. Furthermore, attendance of a Director at a meeting shall constitute waiver of notice of that meeting. If all of the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Directors Quorum: A quorum of the Directors shall be required for the Board to transact business. A majority of the Directors present shall constitute a quorum for that purpose. The acts of the majority of the Officers present at such a meeting shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

Provided, however, that if a quorum cannot be attained due to vacancies on the Board, the Board may meet for the purpose of filling said vacancies pursuant to these By-laws. If a meeting is adjourned due to lack of a quorum and subsequently re-convened, any business which may have been transacted at the earlier meeting may be transacted without further notice.

Section 11. Action Without Formal Meeting: Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if, prior to such action, written consent thereto is signed by all Directors and such written consent is filed with the minutes of the proceedings of the Board.

Section 12. Special Committees: The Board shall have the power and authority to create special committees, including but not limited to, an Assessment Committee, an Audit Committee, a Maintenance Committee, an Architectural Review Committee, and a Recreational Committee, which shall advise the Board on matters pertaining to the purpose for which such special committee shall have been created. The committee members, including the chairman on any special committee, shall be appointed by and serve at the pleasure of the Board. A committee member is not required to be a Member of the Association.

ARTICLE VI. OFFICERS

Section 1. Generally: The Association shall have the following elected officers: President, one or more Vice Presidents, Secretary, and Treasurer. In addition to their other duties as set forth in this Article, the President, Secretary, and Treasurer shall automatically be elected as Directors on the Association's Board.

Section 2. Election and Term of Offices: At the annual meeting of the Association, the Membership shall elect Officers who shall serve for one (1) year or until their re-election, resignation, removal or replacement by election of successor Officers. Death, permanent disability which prevents an Officer from performing his duties hereunder, or failure to be a Member of the Association shall constitute immediate resignation from office by the Officer. Nominations for Officers shall be made by the Membership at the annual meeting. Unless dispensed with by unanimous consent, elections shall be by written ballot with a plurality of all the votes cast being required for election. There shall be no cumulative voting. Any Officer may be removed by a majority vote of the Membership whenever, in its judgment, the best interests of the Association may be served thereby.

Section 3. Vacancies: Vacancy in any office due to death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term pursuant to these By-Laws.

Section 4. President: The President shall be the chief executive officer of the Association and, subject to control of the Board, shall manage, supervise and have control of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Association's Membership and may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any contracts, deeds, mortgages, bonds, policies of insurance or other instruments which the Board has authorized to be executed, except in cases

where the signing or execution thereof shall be expressly delegated by the Declaration, By-Laws, or the Board, to some other Officer or agent of the Association, or shall be required by law to be otherwise signed or executed. Further, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President shall be Chairman of the Board of Directors.

Section 5. Vice-President: In the absence of the President, or in the event of the President's death, inability, or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, in order of their election) shall perform the duties and exercise the powers of the President, and when so acting, shall have all the powers and be subject to all restrictions placed upon the President.

Section 6. Secretary: The Secretary shall (a) attend and keep minutes of all meetings in one or more books provided for that purpose; (b) duly give all notices in accordance with the Declaration, these By-Laws, or as required by law; (c) be custodian of the Association's records; (d) keep an updated register of the Membership including the mailing address of each Member which shall be furnished to the Secretary by such Member; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board.

Section 7. Treasurer: The Treasurer shall (a) have charge and custody of, and be responsible for, all funds and securities of the Association; (b) receive and give receipts for monies due and payable from any source whatsoever and deposit said monies in such banks, trust companies, savings institutions or other depositories selected by the Board; and (c) in general, perform all duties incident to the office of Treasurer and such other duties as may, from time to time, be assigned to the Treasurer by the Board.

Section 8. Assistant Officers: Persons elected as Assistant Officers shall perform such duties as may be assigned by the Board.

Section 9. Compensation: There shall be no salaries paid to the Officers of the corporation for their services rendered to the Association as an officer; provided, however that nothing herein prohibits an Officer from serving the Association in an independent professional capacity and being paid for such services pursuant to an agreement with the Association approved by vote of the disinterested Directors. Further, provided, however, that if there are not more than three (3) disinterested Directors to vote on such matter, then such matter shall be voted upon by the disinterested Membership.

ARTICLE VII. OBLIGATION OF MEMBERS

Section 1. Assessment and User Fees: All Members shall be obligated to pay assessment and user fees imposed by the Association pursuant to the provisions of the Declaration and shall reimburse the Association for all costs incurred for maintenance done at the instance of the Association, but which is the responsibility of the Member.

Section 2. Conduct: All Members, their agents, guests, visitors and tenants shall at all times observe the Rules which may, from time to time, be established by the Declaration or by the Board. Such Rules shall be kept in the office of the Association and a copy shall be furnished to any Member upon request.

ARTICLE VIII
MISCELLANEOUS

Section 1. Fiscal Year: The fiscal year of the Association shall end on December 31st of each year.

Section 2. Parliamentary Rules: Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation of the Association, the Declaration, or these By-Laws.

Section 3. Definitions: The words used in these By-Laws shall have the same meaning as in the Declaration unless the context shall prohibit such meaning.

Section 4. Conflicts: South Carolina law, the Articles of Incorporation of the Association, the Declaration, these By-Laws, and Rules promulgated and approved by the Board shall, in that order of preference, control any conflict or inconsistency among said authorities in the operation of the Association and conduct of its purposes.

Section 5. Captions: The captions for each Article and Section in these By-Laws are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying, or adding to the particular Article or Section to which they refer.

Section 6. Amendment: These By-laws may be amended, repealed or altered, in whole or part, at any annual meeting of the Association or any special meeting called for that purpose. The affirmative vote of at least two-thirds (2/3) of the votes in attendance, whether in person or by proxy, at said meeting shall be required to effect such a change.

THE FOREGOING By-Laws were adopted by a majority vote of the Membership of the Association at a special meeting duly called and held for that purpose on the 8th day of July, 1996, at which meeting a majority and quorum of the Membership were present and voting throughout.

WITNESS our hands and seals this 8th day of July, 1996.

THE EAGLE LANDING ASSOCIATION, INC.

By: [Signature]
President

Attested as a true copy by: Janice K. Madison
Secretary of the Board of Directors

10.00

Eagle Landing Homeowners Assoc

P.O. Box 62186

N. Chas., SC 29419

BOOK 819 PAGE 272

STATE OF SOUTH CAROLINA)

AMENDMENT

COUNTY OF BERKELEY)

TO
RESTRICTIONS

WHEREAS, by restrictive covenants recorded in the RMC Office of Berkeley County in Book C199 at Page 157, the property known generally as Eagle Landing Subdivision, was made subject to certain restrictive covenants.

WHEREAS, the undersigned, being duly elected by the lot/property owners as their Board of Directors, and representing by a special vote a majority of the lot/property owners which are desirous of amending said restrictive covenants.

NOW, THEREFORE, the undersigned representing the lot owners and property owners of Eagle Landing Subdivision do hereby amend the restrictive covenants as follows:

Paragraph 6 shall be amended by adding and amending the following:

"Developer or Its Designee." shall be changed throughout to read "Eagle Landing Association Architectural Review Board (ARB)." Change "...two complete sets of building plans..." to read "...one complete set of building plans..." Change sentence: "Developer or its Designee shall be entitled to stop construction in violation of these restrictions so long as Developer owns any lot within Eagle Landing Subdivision" to read "Eagle Landing Association Architectural Review Board (ARB) shall have the authority to stop any construction in violation of these restrictions including as necessary to obtaining legal cease and desist from the appropriate court. Neither Eagle Landing Association Architectural Review Board (ARB) or any member shall be responsible or liable in any way for any defects, or damages arising from approval or disapproval of plans or specifications submitted to the ARB."

Add the following at the end of Paragraph 6: "Construction requirements are as follows:

CYNTHIA R. FORTIE
REGISTERED
MESSRS. GUYNET FARGES
BERKELEY COUNTY, SC

MAR 11 2 07 PM '96

FILED-RECORDED

SQUARE FOOTAGE MINIMUMS: (Total enclosed dwelling area, excluding garages, terraces, decks, and porches.)

- "A" Block 2100 square feet
- "B" Block 2100 square feet
- "C" Block 2100 square feet
- "D" Block 1400 square feet
- "E" Block 2100 square feet
- "F" Block 1800 square feet
- "G" Block 1800 square feet
- "H" Block 2100 square feet
- "I" Block 2100 square feet
- "M" Block 1800 square feet
- "N" Block 1800 square feet
- "O" Block 1400 square feet
- "S" Block 1400 square feet
- "T" Block 1400 square feet

ROOF SHINGLES:

Shall be architectural style and color shall be black or charcoal gray.

BRICK:

Shall be queen size.

FENCES:

Golf course lot fences should not exceed 48 inches in height and should not be of solid construction. Interior lot fence heights will be determined on an individual basis based on location and obstruction of traffic.

Paragraph 9 shall be amended as follows: Change "...this Developer..." to read "...any authorized builder..."

Paragraph 10 shall be amended as follows: Delete "and no signs are allowed after the initial sale"

Paragraph 11 shall be replaced by the following: "Antenna. No radio or television transmission or receiving towers nor satellite disks larger than

twenty-four (24) inches in diameter, attached or detached, shall be erected within Eagle Landing Subdivision. Location and color of satellite disks up to twenty-four (24) inches in diameter shall be approved by the Eagle Landing Association Architectural Review Board (ARB)."

Paragraph 14 shall be amended by the addition of the following: "During construction a waste container or dumpster will be required for scrap building materials and will remain until construction is complete. Said container will be emptied as necessary to prevent overflows."

Paragraph 16 shall be amended as follows: Change "...two (2) per lot." to read "...three (3) per lot as specified in City of Hanahan Code." Add Blocks "A, M, N, O, S, T".

Paragraph 27 shall be replaced by the following: "Other Vehicle and Trailer Parking. No trailer, trailer house, recreation vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than "vans" or "pick-ups") or other commercial vehicles shall be brought upon or repeatedly parked overnight, whether on any street, on any lot, or on any other property, unless such area has been designated for such purpose by the Association, for a period of not more than four (4) days in any fifteen (15) day period without written approval from the Eagle Landing Association Architectural Review Board (ARB). This is only to be used for the purpose of facilitating any out of town guest to a residence. No vehicle shall be allowed to park on unimproved lots. No vehicle shall be parked or left on any street or any property overnight, other than on a driveway or in a garage. Garage doors when unattended should remain closed at all times except when entering or exiting. No vehicle mechanical maintenance of any kind shall be permitted outside the confines of the garage. Boats may be parked overnight outside on weekends only. This is to facilitate owners taking boats out of storage for weekend use and returned to storage at the end of the weekend.

Article V Section 1. Is amended as follows: Change "The public liability policy....limit." to read "Insurance policies shall contain reasonable coverages and shall be reviewed annually by the directors."

IN ALL OTHER RESPECTS, said restrictive covenants remain in full force.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 4 day of ~~February~~^{March} 1996.

WITNESS:

Andrew Schnatz	<u>Andrew Schwarz</u>	<u>Brian W. Smith</u>	Brian W. Smith
Severin A. Gadson	<u>Severin A. Gadson</u>	<u>Jarvis K. Gadson</u>	Jarvis K. Gadson
		<u>Paul J. Chandler</u>	Evelyn Chandler
		<u>David M. Mize</u>	David Mize
		<u>James B. Edmister</u>	James B. Edmister

STATE OF SOUTH CAROLINA)

COUNTY OF Berkley)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named sign, seal and as their acts and deeds, deliver the within written Deed; and that (s)he with the other subscribed witness, witnessed the execution thereof.

Andrew Schwarz
Andrew Schwarz

SWORN to before me this 4th day of ~~February~~^{March} 1996

NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)

My commission expires: 8/5/97

Lorraine M. Roberson

11.00

Eagle Landing Assoc BOOK 987 PAGE 114
PO BOX 48176
N. CHAR. SC 29417

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY) AMENDMENT TO DECLARATION OF
) COVENANTS, CONDITIONS, AND
) RESTRICTIONS FOR EAGLE LANDING
) COMMUNITY SERVICES ASSOCIATION

WHEREAS, Otranto, Inc., a South Carolina Corporation, filed the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Landing Community Services Association (the "Declaration") dated October 1, 1986 and recorded October 22, 1986 in Book C199, Page 175 of the Berkeley County RMC Office, South Carolina and;

WHEREAS, the Declaration provided that the Eagle Landing Community Services Association, Inc. would be the authorized entity responsible for the administration and enforcement of the Declaration and any amendments thereto;

WHEREAS, the Eagle Landing Community Services Association, Inc. subsequently relinquished its rights, duties, and authority to a separate successor organization known as the Eagle Landing Association, Inc. (a South Carolina non-profit corporation) and since approximately 1991 the Eagle Landing Association, Inc. has been enforcing the Declaration applicable to the Eagle Landing Subdivision with the knowledge and consent of the Eagle Landing Community Services Association, Inc.; and

WHEREAS, the Eagle Landing Community Services Association, Inc. and the Eagle Landing Association, Inc. both desire to make formal record of the transfer of the Eagle Landing Community Services Association, Inc.'s rights, duties, and authority to the Eagle Landing Association, Inc. as its duly authorized successor and assignee and Eagle Landing Association, Inc. has been acting in that capacity since its organization; and

WHEREAS, Section 2, Article XIV, of the Declaration, provides that the Declaration may be amended by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the [Eagle Landing Community Services] Association and;

NOW THEREFORE, Article I, Section 1. of the Declaration is hereby amended to provide as follows:

Section 1. "Association" shall mean and refer to Eagle Landing Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Initials:
AMENDMENT TO DECLARATION
ENTRAINED ON FILE

FILED-RECORDED
DEC 30 11 56 AM '96

Except as amended herein and in any other amendments to the Declaration which have been previously recorded, the Declaration remains the same and in full force and effect.

26 In WITNESS Whereof, the undersigned have caused these presence to be executed this day of November, 1996.

WITNESSES:

Valerie S. Pender
Janice K. Madison

Valerie S. Pender
Janice K. Madison

EAGLE LANDING COMMUNITY SERVICES ASSOCIATION, INC.

BY: [Signature]
ITS: PRESIDENT

EAGLE LANDING ASSOCIATION, INC.:

BY: [Signature]
ITS: PRESIDENT

EXHIBIT "A"

All that property listed Declaration of Covenants, Conditions, Easements, and Restrictions Applicable to Eagle Landing Subdivision including, but not limited to Blocks B, C, D, E, F, G, H, and I of the Eagle Landing Subdivision and parcels A, M, O, Q, S and T as added by Amendment to Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Eagle Landing Subdivision located in Book 132, Page 84 of the Berkeley County RMC Office.

Initial: BLS
AMENDMENT TO DECLARATION
REPLACEMENT 0708

Secretary's Certification

I, the undersigned Secretary of the Board of Directors of EAGLE LANDING COMMUNITY SERVICES ASSOCIATION, INC. do hereby certify that the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions for Eagle Landing Community Services Association, Inc. was approved by the affirmative vote of members representing a majority of the total voting power of said Association pursuant to Article XIV, Section 2 of the aforementioned Declaration.

Dated: Nov. 26, 1996

EAGLE LANDING COMMUNITY SERVICES ASSOCIATION, INC.

By: 
Secretary of the Board of Directors

Secretary's Certification

I, the undersigned Secretary of the Board of Directors of EAGLE LANDING ASSOCIATION, INC. do hereby certify that the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions for Eagle Landing Community Services Association, Inc. was approved by the affirmative vote of members representing a majority of the total voting power of said Association pursuant to Article XIV, Section 2 of the aforementioned Declaration.

Dated: Nov 26, 1996

EAGLE LANDING ASSOCIATION, INC.

By: 
Secretary of the Board of Directors

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina do hereby certify that ANDY COMBS, as President of the Eagle Landing Community Services Association, Inc., personally appeared before me on this 20 day of NOV., 1996, and acknowledged the due execution of the foregoing instrument.

James K. White
Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina do hereby certify that BRIAN W. SMITH, as President of the Eagle Landing Association, Inc., personally appeared before me on this 20 day of NOV., 1996, and acknowledged the due execution of the foregoing instrument.

James K. White
Notary Public for South Carolina
My Commission Expires: _____

Notary Public, South Carolina, State of Large
My Commission Expires June 16, 2005

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00004007 Vol: 6323 Pg: 187



53 2007 00004007

Instrument Number: 2007- 00004007

As

Recorded On: February 05, 2007

Restrictive Covenants

Parties: EAGLE LANDING HOMEOWNERS ASSOCIATION

To

EAGLE LANDING S/D

Recorded By: EAGLE LANDING HOMEOWNERS ASSOCIATION

Num Of Pages:

5

Comment: EAGLE LANDING S/D

**** Examined and Charged as Follows: ****


Restrictive Covenants	10.00
 Recording Charge:	10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

 Document Number: 2007- 00004007	SMITH & KOONTZ PA
Receipt Number: 101111	7455 CROSS COUNTY RD STE 1
Recorded Date/Time: February 05, 2007 04:47:56P	NORTH CHARLESTON SC 29418
Book-Vol/Pg: Bk-R VI-6323 Pg-187	
Cashier / Station: O Howell / Cash Station 6	



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

AMENDMENT TO THE BY-LAWS OF
EAGLE LANDING ASSOCIATION, INC.

THIS AMENDMENT to the By-Laws of EAGLE LANDING HOMEOWNER'S ASSOCIATION is hereby entered into this 5 day of July, 2007, by and between the undersigned President of the Eagle Landing Homeowner's Association.

WITNESSETH:

WHEREAS, on March 11, 1996, the Amended Covenants, Restrictions and By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 819, at Page 272; and

WHEREAS, the aforesaid Covenants, Restrictions and By-Laws provide for their amendment or modification; and

WHEREAS, pursuant to Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association provide that these amendments by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association;

WHEREAS, a meeting of the Eagle Landing Homeowner's Association, was held on January 29, 2007, to consider amending said Covenants, Restrictions and By-Laws as hereinafter set forth; and

WHEREAS, there were 75 of 190 of eligible voting home owners attending this meeting either by proxy or in person and at said meeting the aforesaid amendments were approved by those members present representing two-thirds (2/3) of the votes in attendance, whether in person or by proxy; and,

WHEREAS, pursuant to the provisions contained in Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association, and by majority vote of the owners at a duly called meeting, amend or modify the Covenants, Restrictions and By-Laws, and in fact has so modified and amended said Covenants, Restrictions and By-Laws as hereinafter set forth.

NOW, THEREFORE, the Covenants, Restrictions and By-Laws of the Eagle Landing Homeowner's Association, recorded in the RMC Office of Berkeley County, South Carolina, are hereby amended to read as follows:

1. Article V, Section 1 - of the By-Laws is hereby revoked, and the following is to be substituted as

the new section:

The business and affairs of the Association shall be governed by the Board of Directors (the "Board"). The Board shall be composed of five (5) Directors at least three (3) of whom shall be the Association's President, Secretary and Treasurer as elected at the annual meeting of the Membership. The term of office for each Director shall be one (1) year or until the re-election, resignation, removal of said Director or replacement by election of a successor Director. A Director must be a Member in good standing of the Association.

2. **Paragraph 6 of the Amendment to Restrictions** is hereby revoked, and the following is to be substituted as the new section:

Paragraph 6 shall be amended by adding and amending the following: "Developer or its Designee." shall be changed throughout to read "Eagle Landing Association Architectural Review Board (ARB)." Change "...two complete sets of building plans..." to read "...one complete set of building plans..." Change sentence: "Developer or its Designee shall be entitles to stop construction in violation of these restrictions so long as Developer owns any lot with Eagle Landing Subdivision" to read "Eagle Landing Association Architectural Review Board (ARB) shall have the authority to stop any construction in violation of these restrictions including as necessary to obtaining legal cease and desist from the appropriate court. Neither Eagle Landing Association Architectural Review Board (ARB) nor any member shall be responsible or liable in any way for any defects or damages arising from approval or disapproval of plans or specifications submitted to the ARB." Add the following at the end of Paragraph 6: "Construction requirements are as follows:

SQUARE FOOTAGE: (Total enclosed dwelling area, excluding garages, terraces, decks, and porches.) All new homes must be constructed with a minimum of 2100 square feet and be approved by the ARB.

ROOF SHINGLES: All roofs shall be architectural style and the color shall be black or grey.
All roofs must be approved by the ARB

BRICK: Shall be Queen size and must be approved by the ARB

EXTERIOR SIDING: Siding shall be brick, hardy plank, or stucco. Vinyl may be used on up to 20% of the exterior of the home. All siding must be pre-approved by the ARB.

GARAGES: Every structure shall have garages which must be approved by the ARB.

CONSTRUCTION HOURS: Work shall take place Monday through Saturday, sunrise to sunset. There is to be absolutely no work on Sunday. The association will fine violators a minimum of \$250.00. Repeat offenders will be fined \$500.00. These

finest will be levied per occurrence.

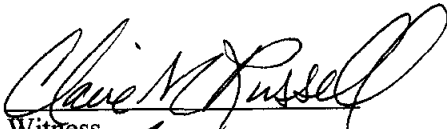

3. **Article IX, Section 2(a) - of the Covenants and Restrictions** is hereby amended to add the following clause:

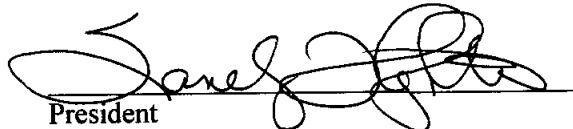
All Regime fees are to be paid in full by January 31 of each calendar year. Failure to make timely payment will result in a late fee of \$25.00 per month to be added to the current balance. All other provisions of this article remain in full effect.

All other provisions of the Covenants, Restrictions and By-Laws not revoked or amended herewith shall remain in full force and effect.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned President of the Eagle Landing Homeowner's Association has hereunto set its Hand and Seal the day and year first above written.

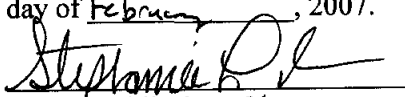

Witness

Witness



President
Eagle Landing Homeowner's Association
Sandy Hightower

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

SWORN to, subscribed and acknowledged before me by Sandy C. Hightower the President of Eagle Landing Homeowner's Association and sworn to before me by Claire Russell & Steven L. Smith the witness, this 5 day of February, 2007.

Sworn to before me this 5th
day of February, 2007.

Notary Public for SC
My Commission Expires: 2-6-2014



Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00028133 Vol: 6818 Pg: 264



53 2007 00028133

Instrument Number: 2007- 00028133

As

Recorded On: August 29, 2007

Amendment

Parties: EAGLE LANDING HOMEOWNERS ASSOCIATION

To

EAGLE LANDING ASSOCIATION INC

Recorded By: SMITH & KOONTZ PA

Num Of Pages:

5

Comment:

**** Examined and Charged as Follows: ****

Amendment	10.00
Recording Charge:	10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2007- 00028133
 Receipt Number: 138794
 Recorded Date/Time: August 29, 2007 12:21:01P
 Book-Vol/Pg: Bk-R VI-6818 Pg-264
 Cashier / Station: B Edgerton / Cash Station 8

SMITH & KOONTZ PA
 7455 CROSS COUNTY RD STE 1
 NORTH CHARLESTON SC 29418



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

**STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY**

**SECOND AMENDMENT TO THE BY-LAWS OF
EAGLE LANDING ASSOCIATION, INC.**

THIS AMENDMENT to the By-Laws of **EAGLE LANDING HOMEOWNER'S ASSOCIATION** is hereby entered into this 29 day of August, 2007, by and between the undersigned President of the Eagle Landing Homeowner's Association.

WITNESSETH:

WHEREAS, on March 11, 1996, the Amended Covenants, Restrictions and By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 819, at Page 272; and

WHEREAS, on February 5, 2007 the Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 6323, at Page 187; and

WHEREAS, a portion of Paragraph 6 which dealt with fence requirements was not changed from the March 11, 1996, recording but was inadvertently removed from the February 5, 2007, amendment; and

WHEREAS, this language is now being added back into the By-Laws; and

WHEREAS, the aforesaid Covenants, Restrictions and By-Laws provide for their amendment or modification; and

WHEREAS, pursuant to Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association provide that these amendments by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association;

WHEREAS, a meeting of the Eagle Landing Homeowner's Association, was held on January 29, 2007, to consider amending said Covenants, Restrictions and By-Laws as hereinafter set forth; and

WHEREAS, there were 75 of 190 of eligible voting home owners attending this meeting either by proxy or in person and at said meeting the aforesaid amendments were approved by those members present representing two-thirds (2/3) of the votes in attendance, whether in person or by proxy; and,

WHEREAS, pursuant to the provisions contained in Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association, and by majority vote of the owners at a duly called meeting, amend or modify the Covenants, Restrictions and By-Laws, and in fact has so modified and amended said Covenants, Restrictions and By-Laws as hereinafter set

forth.

NOW, THEREFORE, the Covenants, Restrictions and By-Laws of the Eagle Landing Homeowner's Association, recorded in the RMC Office of Berkeley County, South Carolina, are hereby amended to read as follows:

1. **Article V, Section 1 - of the By-Laws** is hereby revoked, and the following is to be substituted as the new section:

The business and affairs of the Association shall be governed by the Board of Directors (the "Board"). The Board shall be composed of five (5) Directors at least three (3) of whom shall be the Association's President, Secretary and Treasure as elected at the annual meeting of the Membership. The term of office for each Director shall be one (1) year or until the re-election, resignation, removal of said Director or replacement by election of a successor Director. A Director must be a Member in good standing of the Association.

2. **Paragraph 6 of the Amendment to Restrictions** is hereby revoked, and the following is to be substituted as the new section:

Paragraph 6 shall be amended by adding and amending the following: "Developer or its Designee." shall be changed throughout to read "Eagle Landing Association Architectural Review Board (ARB)." Change "...two complete sets of building plans..." to read "...one complete set of building plans..." Change sentence: "Developer or its Designee shall be entitles to stop construction in violation of these restrictions so long as Developer owns any lot with Eagle Landing Subdivision" to read "Eagle Landing Association Architectural Review Board (ARB) shall have the authority to stop any construction in violation of these restrictions including as necessary to obtaining legal cease and desist from the appropriate court. Neither Eagle Landing Association Architectural Review Board (ARB) nor any member shall be responsible or liable in any way for any defects or damages arising from approval or disapproval of plans or specifications submitted to the ARB." Add the following at the end of Paragraph 6: "Construction requirements are as follows:

SQUARE FOOTAGE: (Total enclosed dwelling area, excluding garages, terraces, decks, and porches.) All new homes must be constructed with a minimum of 2100 square feet and be approved by the ARB.

ROOF SHINGLES: All roofs shall be architectural style and the color shall be black or grey. All roofs must be approved by the ARB.

BRICK: Shall be Queen size and must be approved by the ARB.

FENCES: Golf course lot fences should not exceed 48 inches in height and should be of solid construction. Interior lot fence heights will be determined on an individual basis based on location and obstruction of traffic.

EXTERIOR SIDING: Siding shall be brick, hardy plank, or stucco. Vinyl may be used on up to 20% of the exterior of the home. All siding must be pre-approved by the ARB.

GARAGES: Every structure shall have garages which must be approved by the ARB.

CONSTRUCTION HOURS: Work shall take place Monday through Saturday, sunrise to sunset. There is to be absolutely no work on Sunday. The association will fine violators a minimum of \$250.00. Repeat offenders will be fined \$500.00. These fines will be levied per occurrence.

3. **Article IX, Section 2(a) - of the Covenants and Restrictions** is hereby amended to add the following clause:

All Regime fees are to be paid in full by January 31 of each calendar year. Failure to make timely payment will result in a late fee of \$25.00 per month to be added to the current balance. All other provisions of this article remain in full effect.

All other provisions of the Covenants, Restrictions and By-Laws not revoked or amended herewith shall remain in full force and effect.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned President of the Eagle Landing Homeowner's Association has hereunto set its Hand and Seal the day and year first above written.

Brandi Braunworth
Witness

Sandy Hightower
President
Eagle Landing Homeowner's Association
Sandy Hightower

Samantha Sclamas
Witness

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF BERKELEY)

SWORN to, subscribed and acknowledged before me by Sandy Hightower,
the President of Eagle Landing Homeowner's Association and sworn to before me by
Brandi Braunworth, Samantha Sclamas the witness, this 29 day of August, 2007.

Sworn to before me this 29
day of August, 2007.

Cary M Ples
Notary Public for
My Commission Expires: 12-31-14

Samantha Sclamas

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00005658 Vol: 7192 Pg: 134



53 2008 00005658

Instrument Number: 2008- 00005658

As

Recorded On: March 03, 2008

Restrictive Covenants

Parties: EAGLE LANDING HOMEOWNERS ASSOCIATION

To

EAGLE LANDING SUBDIVISION

Recorded By: CONRAD ZAKIS

Num Of Pages:

4

Comment:

**** Examined and Charged as Follows: ****

Restrictive Covenants	10.00
Recording Charge:	10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2008- 00005658	CONRAD ZAKIS
Receipt Number: 166954	1414 WHITE IRIS CT
Recorded Date/Time: March 03, 2008 10:14:11A	HANAHAN SC 29410
Book-Vol/Pg: Bk-R VI-7192 Pg-134	
Cashier / Station: J Pearson / Cash Station 3	



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

**STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY**

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENT,
AND RESTRICTIONS APPLICABLE TO EAGLE LANDING ASSOCIATION, INC.**

THIS THIRD AMENDMENT to the Declarations of Covenants, Conditions, Easements, and Restrictions, Applicable to **EAGLE LANDING HOMEOWNER'S ASSOCIATION** is hereby entered into this 28th day of February, 2008, by and between the undersigned President of the Eagle Landing Homeowner's Association.

WITNESSETH:

WHEREAS, on March 11, 1996, the Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 819, at Page 272; and

WHEREAS, on February 5, 2007 an Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 6323, at Page 187; and

WHEREAS, on August 29, 2007 a Second Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 6818, at Page 264; and

WHEREAS, the aforesaid Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws provide for their amendment or modification; and

WHEREAS, pursuant to Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association provide that these amendments by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association;

WHEREAS, a meeting of the Eagle Landing Homeowner's Association, was held on January 29, 2008, to consider amending said Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws as hereinafter set forth; and

WHEREAS, there were 93 of 190 of eligible voting home owners attending this meeting either by proxy or in person which represented a quorum and at said meeting the aforesaid amendment was approved by 53 votes which represented a majority of the votes in attendance, whether in person or by proxy; and,

WHEREAS, pursuant to the provisions contained in Section 2, Article XIV, of the General Provisions, and Article IV, Section 7 of the By-Laws of Eagle Landing Homeowner's Association, and by majority vote of the owners at a duly called meeting, to amend or modify the Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws, and in fact has so modified and amended said Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws as hereinafter set forth.

NOW, THEREFORE, the Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws of the Eagle Landing Homeowner's Association, recorded in the RMC Office of Berkeley County, South Carolina, are hereby amended to read as follows:

- i. **Article VII, Section 3 - of the Declarations of Covenants, Conditions, Easements, and Restrictions – Rules and Regulations** is hereby revoked, and the following is to be substituted as the new section:

Section 3. Rules and Regulations. The Association through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use a Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws. All Attorneys' fees associated with any violation of these Declarations and By-Laws shall be paid by the violator. Such unpaid fees shall constitute a lien upon the residential unit or units.

All other provisions of the Declarations of Covenants, Conditions, Easements, and Restrictions, and By-Laws not revoked or amended herewith shall remain in full force and effect.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned President of the Eagle Landing Homeowner's Association has hereunto set its Hand and Seal the day and year first above written.

Ashley Smith
Witness

Sydney Jones
Witness

Conrad A. Zakis
President
Eagle Landing Homeowner's Association
CONRAD A. ZAKIS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

SWORN to, subscribed and acknowledged before me by Conrad A Zakis,
the President of Eagle Landing Homeowner's Association and sworn to before me by
Ashley Smith + Sydney Jones, the witness, this 29 day of February, 2008.

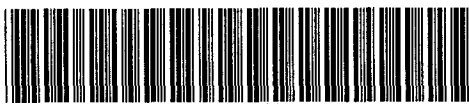
Sworn to before me this 29
day of Feb, 2008.

Cary M. Peltis
Notary Public for
My Commission Expires: 12-31-14

Sydney Jones

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00006564 Vol: 7211 Pg: 251



53 2008 00006564

Instrument Number: 2008- 00006564

As

Recorded On: March 10, 2008

Restrictive Covenants

Parties: EAGLE LANDING HOMEOWNERS ASSOCIATION

To

EAGLE LANDING ASSOCIATION INC

Recorded By: CONRAD A ZAKIS

Num Of Pages:

5

Comment:

**** Examined and Charged as Follows: ****

Restrictive Covenants	10.00
Recording Charge:	10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2008- 00006564	CONRAD A ZAKIS
Receipt Number: 168208	1414 WHITE IBIS CT
Recorded Date/Time: March 10, 2008 11:18:57A	HANAHAN SC 29410
Book-Vol/Pg: Bk-R VI-7211 Pg-251	
Cashier / Station: L Shelton / Cash Station 10	



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

**STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY**

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENT,
AND RESTRICTIONS APPLICABLE TO EAGLE LANDING ASSOCIATION, INC.**

THIS FOURTH AMENDMENT to the Declarations of Covenants, Conditions, Easements, and Restrictions, Applicable to **EAGLE LANDING HOMEOWNER'S ASSOCIATION** is hereby entered into this 10th day of March, 2008, by and between the undersigned President of the Eagle Landing Homeowner's Association.

WITNESSETH:

WHEREAS, on March 11, 1996, the Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 819, at Page 272; and

WHEREAS, on February 5, 2007 an Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 6323, at Page 187; and

WHEREAS, on August 29, 2007 a Second Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 6818, at Page 264; and

WHEREAS, on March 3, 2008, a Third Amendment to the By-Laws of the Eagle Landing Subdivision, were recorded in the Berkeley County RMC Office in Book 5658, at Page 7192; and

WHEREAS, a clarification needs to be made on the August 29, 2007, Amendment by adding the word (not) which was inadvertently left out of the FENCE requirement in Paragraph 6 & to the March 2, 2008, Amendments correcting the Article Number from Article VII to Article VIII (**both changes are underlined and bolded**).

NOW, THEREFORE, the Declarations of Covenants, Conditions, Easements, Restrictions and By-Laws of the Eagle Landing Homeowner's Association, recorded in the RMC Office of Berkeley County, South Carolina, are hereby amended to read as follows:

Paragraph 6 of the Second Amendment to Restrictions is hereby revoked, and the following is to be substituted as the new section:

Paragraph 6 shall be amended by adding and amending the following: "Developer or its Designee." shall be changed throughout to read "Eagle Landing Association Architectural Review Board

(ARB).” Change “...two complete sets of building plans...” to read”...one complete set of building plans...” Change sentence: “Developer or its Designee shall be entitled to stop construction in violation of these restrictions so long as Developer owns any lot with Eagle Landing Subdivision” to read “Eagle Landing Association Architectural Review Board (ARB) shall have the authority to stop any construction in violation of these restrictions including as necessary to obtaining legal cease and desist from the appropriate court. Neither Eagle Landing Association Architectural Review Board (ARB) nor any member shall be responsible or liable in any way for any defects or damages arising from approval or disapproval of plans or specifications submitted to the ARB.” Add the following at the end of Paragraph 6: “Construction requirements are as follows”:

SQUARE FOOTAGE: (Total enclosed dwelling area, excluding garages, terraces, decks, and porches.) All new homes must be constructed with a minimum of 2100 square feet and be approved by the ARB.

ROOF SHINGLES: All roofs shall be architectural style and the color shall be black or grey. All roofs must be approved by the ARB.

BRICK: Shall be Queen size and must be approved by the ARB.

FENCES: Golf course lot fences should not exceed 48 inches in height and should **not** be of solid construction. Interior lot fence heights will be determined on an individual basis based on location and obstruction of traffic.

EXTERIOR SIDING: Siding shall be brick, hardy plank, or stucco. Vinyl may be used on up to 20% of the exterior of the home. All siding must be pre-approved by the ARB.

GARAGES: Every structure shall have garages which must be approved by the ARB.

CONSTRUCTION HOURS: Work shall take place Monday through Saturday, sunrise to sunset. There is to be absolutely no work on Sunday. The association will fine violators a minimum of \$250.00. Repeat offenders will be fined \$500.00. These fines will be levied per occurrence.

- i. **Article VIII, Section 3 - of the Declarations of Covenants, Conditions, Easements, and Restrictions – Rules and Regulations** is hereby revoked, and the following is to be substituted as the new section:

Section 3. Rules and Regulations. The Association through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit or Units and suspension of the right to vote and the right to use a Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-Laws. All Attorneys' fees associated with any violation of these Declarations and By-Laws shall be paid by the violator. Such unpaid fees shall constitute a lien upon the residential unit or units.

All other provisions of the Declarations of Covenants, Conditions, Easements, and Restrictions, and By-Laws not revoked or amended herewith shall remain in full force and effect.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned President of the Eagle Landing Homeowner's Association has hereunto set its Hand and Seal the day and year first above written.

Ashley Smith
Witness

Jolyn Van Een
Witness

Conrad Zakis
President
Eagle Landing Homeowner's Association
Conrad Zakis

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY) PROBATE

SWORN to, subscribed and acknowledged before me by Conrad A. Zakis
the President of Eagle Landing Homeowner's Association and sworn to before me by
Ashley Smith & Jolyn Van Een, the witness, this 10 day of March, 2008.

Sworn to before me this 10
day of March, 2008.

Cary M. Ples
Notary Public for
My Commission Expires: 12-31-14

Jolyn Van Een

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00025688 Vol: 9254 Pg: 250



53 2011 00025688

Instrument Number: 2011- 00025688

As

Recorded On: December 29, 2011

Restrictive Covenants

Parties: EAGLE LANDING COMMUNITY SERVICES ASSOCIA

To

EAGLE LANDING ASSOCIATION INC

Recorded By: EAGLE LANDING HOA

Num Of Pages:

3

Comment:

**** Examined and Charged as Follows: ****

Restrictive Covenants	10.00
Recording Charge:	10.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2011- 00025688
 Receipt Number: 354508
 Recorded Date/Time: December 29, 2011 04:42:20P
 Book-Vol/Pg: Bk-R VI-9254 Pg-250
 Cashier / Station: D Smith / Cash Station 9

EAGLE LANDING HOA
 2154 N CENTER ST
 204-B
 NORTH CHARLESTON SC 29406



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

**Amendment to Declaration of Covenants, Conditions, Easements and
Restrictions for**

Eagle Landing Subdivision

WHEREAS, on October 1, 1986 Otranto Inc. executed a Declaration of Covenants, Conditions and Restrictions for Eagle Landing Community Services Association ("Restrictions") which was recorded in Book C 199 at page 720 in the RMC Office for Berkeley County, South Carolina; and

WHEREAS the Restrictions were most recently amended by execution of a **Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc;** and

WHEREAS The Eagle Landing Association ("the Association") is the successor in interest to Eagle Landing Community Services Association, Inc.; and

WHEREAS, pursuant to Section 2, Article XIV of the General Provisions and Article IV, Section 7 of the By-Laws of the Association the Restrictions may be amended by the affirmative or written consent of members representing a majority of the total voting power of the Association ; and

WHEREAS, at a meeting of the Association it was agreed by a majority of the total voting power of the Association that the Restrictions would be amended to allow a variance in the Square Footage provisions under Paragraph 6 as set forth in the **Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc.;**

NOW THEREFORE the Square Footage provisions under Paragraph 6 as set forth in the **Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc,** are hereby amended as follows:

The SQUARE FOOTAGE provision of Paragraph 6 as set forth in the **Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc** is amended to allow the following variance:

AREA Z A variance is given for construction of homes on 23 lots, to be numbered Lots 52-75 as set forth in a Planned Development proposal for new development within Eagle Landing Subdivision dated February 6, 2007 and revised February 27, 2007 , to be located on a 7.346 acre tract designated as Z Residual on a subdivision plat dated March 23, 2007 and recorded in plat Book N at page 13-H. All new homes constructed on Lots 52-75 must be constructed with a minimum of 1, 790 square feet total enclosed dwelling area excluding garages, terraces, decks and porches and be approved by the ARB.

The minimum square footage for all other new construction, including that for the construction of homes on 51 lots, to be numbered Lots 1-51 as set forth in a Planned Development proposal for new development within Eagle Landing Subdivision dated February 6, 2007 and revised February 27, 2007 shall remain 2100 square feet as previously set forth in the Square Footage provisions under Paragraph 6 as set forth in the **Fourth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions Applicable to Eagle Landing Association, Inc**

Except as provided above, the remaining provisions set forth in the Restrictions, as amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned lot owners have hereunto set their hands this ___ day of November, 2011

Signed, Sealed and Delivered in presence of:

The Eagle Landing Association

Wayne D. Lerner
Witness #1

Holly Fisher
Witness #2

Ronnie Duncan (Seal)
By: Ronnie Duncan President Eagle Landing HOA

Its: Debra Odom (Seal)
By: Debra Odom
Its: Vice President Eagle Landing HOA

ACKNOWLEDGMENT

State of South Carolina

County of Charleston

This instrument was acknowledged before me on December 29, 2011 by

Ronnie Duncan as President
for The Eagle Landing Association.

[Signature]

Notary Public for South Carolina
My commission expires: DEBORAH G. INMAN
Notary Public
South Carolina
My Commission Expires August 16, 2016

PLANNED DEVELOPMENT

for

New Development within Eagle Landing

Located in City of Hanahan
Berkeley County, South Carolina

Submitted Date: February 6, 2007

By: Trico Engineering Consultants, Inc.
PD Submittal

Prepared for:

Double 'E' Development
PO Box 60485
North Charleston, SC 29419

Prepared by:



ENGINEERING CONSULTANTS, INC.

Over 25 Years of Going the Extra Mile!

4969 Centre Pointe Drive, Suite 200 – North Charleston, South Carolina – 29418

Phone: (843) 740-7700 – Fax: (843) 740-7707

Email: www.tricoengineering.com

Table of Contents

1. General Description of the Proposed Project
2. Project Location and Boundaries
3. Conceptual Land Use Plan
4. Service Facilities
5. Overall Site Design

Appendices

- A. Boundary Plat, prepared by Trico Engineering Consultants, Inc.
- B. Site Plan Exhibit, prepared by Trico Engineering Consultants, Inc.
- C. Aerial Overlay Exhibit, prepared by Trico Engineering Consultants, Inc.
- D. Easement Exhibit, prepared by Trico Engineering Consultants, Inc.

February 6, 2007

TYPE "B" PLANNED DEVELOPMENT FOR:

Proposed New Development
within Eagle Landing

City of Hanahan, Berkeley County, South Carolina

1. GENERAL DESCRIPTION OF PROPOSED PROJECT:

The proposed development is a 61.559 acre tract (TMS #'s 259-00-00-074 and 259-00-00-072) located in the existing Eagle Landing Subdivision. The tract is currently zoned PD- Golf Course in the City of Hanahan, Berkeley County, South Carolina. The property was previously operated as a golf course, but the present developer, Double 'E' Development, LLC, would like the property to be rezoned to PD- Residential Mix/ Passive Recreational Open Space / Golf Course. The development will consist of approximately 75 single family home sites to be rezoned Single Family Residential, with a 9 hole golf course zoned Golf Course, a park relocation to be zoned Passive Recreational Open Space and a neighborhood grill.

2. PROJECT LOCATION & BOUNDARIES:

The new development at Eagle Landing is located within the existing Eagle Landing Subdivision. Eagle Landing is located off of Rivers Avenue across from Northwoods Mall. The main access into Eagle Landing is by Eagle Landing Boulevard. The ingress/egress access for the new development will be provided throughout the development by Eagle Landing Boulevard and Northbrook Boulevard. The new development's boundaries consist primarily of the existing Eagle Landing Subdivision, the Seaboard Coast Line Railroad, and vacant land. See Appendix A.

3. CONCEPTUAL LAND USE PLAN:

It is the intent of the developer to use this Type "B" Planned Development to rezone a portion of the property to Single Family Residential and develop approximately 75 single-family home sites. There will be two types of lots being built. All home sites and structures will be governed by the existing Eagle Landing H.O.A. Covenants and Restrictions with a few additional restrictions and the City of Hanahan. A copy of these design standards will be submitted to the City of Hanahan. Here are a few of the design requirements:

1. There are 51 single family lots being proposed at a minimum lot size of 80 feet by 120 feet or 9,600 sq ft. (Lots 1-51)
 - Building setbacks for each lot are as follows:
 - Front – 15 feet
 - Rear – 20 feet
 - Sides – 10 feet
 - All homes are to be constructed using brick, stucco, or hardy plank siding with architectural shingles. No vinyl siding will be allowed.
 - The maximum height limit shall be 35 feet regardless of the number of proposed stories.

2. There are 24 single family lots being proposed at a minimum lot size of 65 feet by 120 feet or 7,800 sq ft. (Lots 52-75)
 - Building setbacks for each lot are as follows:
 - Front – 15 feet
 - Rear – 20 feet
 - Sides – 7.5 feet
 - All homes are to be constructed using brick, stucco, or hardy plank siding with architectural shingles. No vinyl siding will be allowed.
 - The maximum height limit shall be 35 feet regardless of the number of proposed stories.

Along with the individual home sites, the developer is maintaining a portion zoned Golf Course and is proposing a 9 hole golf course. The golf course will use 9 of the existing 18 holes. There will be modifications to some of the tee boxes and fairways. The developer will operate the 9 hole golf course. Also, the existing clubhouse / pro shop and cart buildings will remain to service the course. A neighborhood grill is being proposed to be located on the parcel next to the existing buildings, along the pond. The grill will provide a deck over the pond for the residences to enjoy. It is the developer's intention to operate the parcel as a neighborhood grill only. Signage will be provided for the golf course and neighborhood grill. The signage will be comparable to the existing signage throughout Eagle Landing. See Appendix B

A portion of the property will be zoned Passive Recreational Open Space. The developer is proposing the existing City of Hanahan Park located along Eagle Landing Boulevard, where it intersects with Northbrook Boulevard, be relocated. The new location being proposed can be referenced in Appendix B. The current location of the park is felt to be unsafe. By moving the park towards the center of Eagle Landing and away from roadways will provide its inhabitants with a safer environment. In return, the current location's property will be given to the developer. Access to the park will be provided through an easement located between Lots 68 & 69.

Conservation Easements will be placed along roadways where Golf Course or Passive Recreational Open Space is adjacent. The 15' easements will restrict access to the property therefore preventing future development to these parcels.

The new development's main arteries of ingress/egress will be obtained from new roads connecting to the existing roads: Eagle Landing Boulevard and Northbrook Boulevard. These primary roadways also will serve as an access route to the adjacent parcels. All new roadways within the boundaries of the new development will be Public Roads. All right-of-ways along these roadways will employ a minimum width of 50', but may vary at intersection points. The roadways will be serviced with off street parking. (i.e. driveways and garages)

All new roadways will have a 4' sidewalk along both sides of the road to insure and promote safety for pedestrians. All sidewalks are to conform to the latest ADA standards. Maintenance for these roadways and sidewalks will be the responsibility of Berkeley County.

The use of landscape material will be an integral part of the new development. Each individual home site will be required to follow a set of specific landscape guidelines. These guidelines will be listed in addition to Eagle Landing's H.O.A. Covenants and Restrictions. It will be the individual homeowner's responsibility to implement the required landscape material. A 20' buffer will exist where a new home is adjacent to an existing home. The buffer requirement will be 3 canopy trees, 4 understory trees, and 25 shrubs per 100 linear feet. The buffer requirements will be enforced by the City of Hanahan.

LAND USE CHART

DISTRICT	ACREAGE	% OF ACREAGE
RESIDENTIAL	21.42	34%
GOLF COURSE	30.00	47.5%
PASSIVE RECREATIONAL	11.76	18.5%
TOTAL	63.18	100%

4. SERVICE FACILITIES:

The new development will incorporate utility access through the existing Eagle Landing Subdivision along Eagle Landing Boulevard, Northbrook Boulevard, Roma Road, and Starling Road. These service facilities will utilize the existing utility easements and will include electric, telephone, cable, gas, water line, sewer line and storm sewer lines. Utility locations will be designed to be underground. They will be located within the street right-of-way, as well as, existing and proposed utility easements. All utilities will be designed to satisfy overseeing Agencies standards.

The new development will use the 3.83 acres of existing pond areas for detention areas. The development will modify the size and shape of the existing ponds to manage the storm water runoff created by the new home sites.

Site lighting will be required along all streets, and future site amenities. The style of lighting fixtures will complement the development and ensure safe travel within the nighttime hours. Final location and style of all lighting fixtures will be determined at a later date. All fixtures are to meet the City of Hanahan design standards. This lighting theme and fixture style will add character and emphasize the pedestrian feel throughout development.

5. OVERALL SITE DESIGN:

What can be done with a 61.557 acre tract of land, previously used as a golf course, in the middle of an existing subdivision? The answer is this proposed new development within Eagle Landing, a new comprehensive development plan at Eagle Landing. The new developer of the property has worked extremely hard to insure the new development plan will compliment and improve the existing Eagle Landing Subdivision and not detract from it. He has met with city officials several times, as well as, the existing Eagle Landing Homeowners Association and residents of Eagle Landing. He has listened to their comments and concerns and the results of these meetings have led to a development plan that will not only add value to Eagle Landing, but also the City of Hanahan.

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00000846 Vol: 8783 Pg: 235



53 2011 00000846

Instrument Number: 2011- 00000846

As
Agreement

Recorded On: January 13, 2011

Parties: EAGLE LANDING SUBDIVISION
To
DOUBLE E DEVELOPMENT LLC

Billable Pages: 10

Recorded By: EAGLE LANDING ASSOCIATION

Num Of Pages: 15

Comment:

**** Examined and Charged as Follows: ****

Agreement 20.00
Recording Charge: 20.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Record and Return To:

Document Number: 2011- 00000846 EAGLE LANDING ASSOCIATION
Receipt Number: 309244 2154 N CENTER ST
Recorded Date/Time: January 13, 2011 03:31:58P STE 204-B
Book-Vol/Pg: Bk-R VI-8783 Pg-235 NORTH CHARLESTON SC 29406
Cashier / Station: R McMakin / Cash Super Station 5



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY) **PLANNED DEVELOPMENT AGREEMENT**

THIS PLANNED DEVELOPMENT AGREEMENT (the "Agreement") offered this 6th day of March, 2007, by and between Eagle Landing Subdivision (the "Home Owners Association") and Double "E" Development, LLC., (the "Developer").

1. WHEREAS, for and in consideration of the amount of Five Dollars (\$5.00) paid in hand, the Eagle Landing Subdivision agrees to refrain from challenging before any board, commission, court or any other legal or equitable regulatory authority the development of 75 single family home sites as described and delineated further in this agreement by Double "E" Development, LLC., and Double "E" Development, LLC., in return will construct a Nine (9) hole Golf Course, to include a putting and pitching green, recreational open space, and a neighborhood grill;

2. WHEREAS, Double "E" Development, LLC., agrees if it does not fully comply with the terms of this agreement that Eagle Landing Subdivision shall be afforded the remedy of Specific Performance as well as any injunctive relief including but not limited to the cessation of development, marketing, and construction of the home sites.

3. WHEREAS, this addition to Eagle Landing is a 61.559-acre tract (TMS Numbers 2590000072, 2590000073 and 2590000074) located in the existing Eagle Landing Subdivision. This tract is currently zoned PD - Golf Course in Hanahan, Berkeley County, South Carolina;

4. WHEREAS, the additional development in Eagle landing will consist of Exactly 75 single family home sites to be rezoned Single Family Residential, with a 9 hole golf course zoned Golf Course, a park relocation, to include a putting and pitching green which shall be zoned as Passive Recreational Open Space as well as the construction of a neighborhood grill all as shown on the attached plat, attached hereto as Exhibit "A";


5. WHEREAS, Eagle Landing is located off Rivers Avenue across from Northwoods Mall. The main access into Eagle Landing is by Eagle Landing Boulevard. Eagle Landing Boulevard and Northbrook Boulevard will provide the ingress/egress for the ADDITIONAL development. The ADDITIONAL development boundaries

consist primarily of the existing Eagle Landing Subdivision, the Seaboard Coast Line Railroad, and vacant land;

6. WHEREAS, it is the intent of the developer to use this Type "B" Planned Development to rezone a portion of the property to Single Family Residential and develop 75 single-family home sites;
7. WHEREAS, all home sites and structures will be governed by the Eagle Landing H.O.A. Covenants and Restrictions, the City of Hanahan and this agreement.
8. WHEREAS, these 75 single family home sites will consist of two varying lot sizes as more fully described below;
 - a. Lots 1 – 51 will consist of a minimum lot size of 80 feet by 120 feet or 9,600 square feet. The square footage of the homes built on these lots will be no less than 2100 square feet. Building setbacks for each lot are as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 10 feet
 - b. Lots 52 – 75 will consist of a minimum lot size of 65 feet by 120 feet or 7,800 square feet. The square footage of the homes will be no less than 2100 square feet. Building setbacks for each of these lots is as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 7.5 feet
9. WHEREAS, all homes must be constructed using brick, stucco, or hardy plank siding. Roofs must consist of architectural shingles. No vinyl siding will be allowed;
10. WHEREAS, the maximum height limit shall be 35 feet regardless of the number of proposed stories;
11. WHEREAS, the Eagle Landing Association's Architectural Review Board will ensure stringent requirements to prevent repetitive designs from being utilized;



12. WHEREAS, the developer will maintain a portion zoned Golf Course. The golf course will use 9 of the existing holes;
13. WHEREAS, there will be modifications to some of the existing tee boxes and fairways and the golf course will be fully constructed and operational by the sale of lots 51 through 75 or December 31, 2007, whichever occurs first;
14. WHEREAS, the developer will operate the 9 hole golf course subject to the following provisions herein;
15. WHEREAS, the developer will construct a neighborhood grill as shown on the attached plat, to be located on the parcel next to the existing buildings along the pond. The grill will provide a deck over the pond and it is the developer's intent to operate the parcel as a neighborhood grill opened primarily for Eagle Landing community; however it will be open to the public;
16. WHEREAS, the grill will be completed on or before December 31, 2008;
17. WHEREAS, if the grill is to be closed for any reason, other than remodeling, for a period of longer than 30 days, Eagle Landing will have the right of first refusal to purchase the grill at the then existing fair market value. If Eagle Landing is unable or unwilling to purchase the grill within 60 days of the offer, developer is free to sell the grill to any third party for the exact sum and terms offered to Eagle Landing. Any term or price change must be offered first to Eagle Landing with the same 60 day option period;
18. WHEREAS, the property where the grill it to be construction will have a deed restriction placed on it to ensure that it will always remain a neighborhood grill and to ensure strict compliance with the above referenced purchase option;
19. WHEREAS, a portion of the property will be zoned Passive Recreational Open Space to which the developer is proposing to the existing City of Hanahan. Access to the new park will be provided through an easement located between Lots 68 & 69;
20. WHEREAS, Conservation Easements will be placed along roadways where Golf Course or Passive Recreational Open Space is adjacent. The 15-foot easements will restrict access to the property, therefore preventing future development to



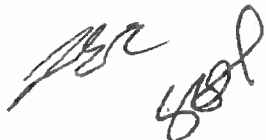
those parcels;

21. WHEREAS, all access easements will be sold to the Eagle Landing H.O.A. for a fee of \$10.00;
22. WHEREAS, the additional development in Eagle Landing will obtain its main arteries of ingress/egress from new roads connecting to existing roads: Eagle landing Boulevard and Northbrook Boulevard. These primary roadways also will serve as an access route to the adjacent parcels;
23. WHEREAS, all new roadways within the boundaries of the Additional development will be zoned as Public Roads. All right-of-ways along these roadways will employ a minimum width of 50 feet, but may vary at intersection points. The roadways will be serviced with off street parking in the form of garages and driveways;
24. WHEREAS, all new roadways will have a four-foot sidewalk along both sides of the road to insure and promote safety for pedestrians. All sidewalks will be constructed by the developer and are to conform to the latest ADA standards. The developer will be responsible for maintenance and repairs of these roadways and sidewalks until accepted by Berkeley County;
25. WHEREAS, each individual home site will be required to follow a set of specific landscape guidelines that will be approved by the Eagle Landing H.O.A. Board of Directors. These guidelines will be listed in addition to Eagle Landing's H.O.A. Covenants and Restrictions. It will be the developer and individual homeowner's responsibility to implement the required landscape material;
26. WHEREAS, a 20-foot buffer will exist where a new home is adjacent to an existing home. The buffer requirement will be three canopy trees, four understory trees, and twenty-five shrubs per 100 linear feet. The City of Hanahan and the Eagle Landing H.O.A. will enforce the buffer requirements;
27. WHEREAS, the Additional Eagle Landing development will incorporate utility access through the existing Eagle Landing Subdivision along Eagle Landing Boulevard, Northbrook Boulevard, Roma Road, and Starling Road;
28. WHEREAS, these service facilities will utilize the existing utility easements and

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will include electric, cable, telephone, gas, water line, sewer line, and storm sewer lines;

29. WHEREAS, all utility locations will be designed to be underground and will be located within the street right-of-ways, as well as, existing and proposed utility easements. All utilities will be designed to satisfy overseeing Agencies standards, including but not limited to the Eagle Landing H.O.A;
30. WHEREAS, additional development will use 3.83 acres of existing pond areas for detention areas. The development will modify the size and shape of the existing ponds to manage storm water runoff created by the new home sites. If necessary the developer will build a new pond and it will be the developer's responsibility to maintain that pond. The developer will meet with the Eagle Landing H.O.A. Board to address all drainage issues. The developer will gain prior approval from DNR before any altering of the existing ponds;
31. WHEREAS, site lighting will be installed by the developer and will be required along all streets, and future site amenities. The style of lighting fixtures will be the same as the existing Eagle Landing Development and will ensure safe travel within the nighttime hours. Final location of all lighting fixtures will be determined at a later date;
32. WHEREAS, all street signs will conform to the existing Eagle Landing development signs and will use bird names for all streets;
33. WHEREAS, the naming of these streets will be undertaken by the Eagle Landing H.O.A. Board of Directors;
34. WHEREAS, the developer shall deed the open property beside lots 50 and 51 to The Eagle Landing H.O.A. Inc;
35. WHEREAS, the developer will relocate the message board, currently located at the corner of Indigo and Northbrook, in an appropriate location of the Eagle Landing H.O.A.'s choice;
36. WHEREAS, all areas of TMS #2590000074, #2590000073, #2590000072, and #2590000064 will be under the current covenants and restrictions of The Eagle Landing H.O.A;

Handwritten signatures in black ink, appearing to be initials or names, located below the list of conditions.

37. WHEREAS, after completion of all home sites, golf course, and grill, the developer will pay Eagle Landing \$5,000 to update the Covenants and Restrictions;
38. WHEREAS, the developer will build and maintain a cart path throughout the neighborhood as he owns the golf course area. These paths will be separate and apart from the buffers. The developer agrees to run the golf course for a period of not less than two years;
39. WHEREAS, after two years from the date the golf course is constructed and operational, the developer does not want to continue running the course for any reason, the developer will lease the course to The Eagle Landing Association, Inc., for a period of five years. During this time the Eagle Landing Association will be responsible for all cost associated with running the golf course. At any time during this five year lease Eagle Landing may purchase the golf course area for \$10.00 upon notice sent certified mail to the address listed below. The developer will convey the property with five days of receipt of notice and payment, by a fee simple deed free and clear of any liens or encumbrances;
40. WHEREAS, Developer hereby agrees to grant to Eagle Landing a first right of refusal to purchase the golf course subject to the other provisions of this agreement. If developer wishes to sell the golf course, it must first be offered to Eagle Landing for \$10.00. This offer must be made in writing and mailed to the address herein by certified mail. The offer must remain open for a period of not less than 30 days;

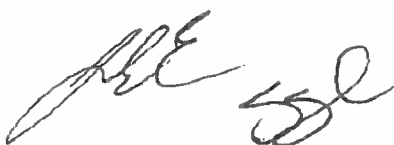
Double E Development LLC
P.O. Box 60485
North Charleston, SC 29419

Capitol Group
2154 North Center Street
Suite 204 B
North Charleston, 29406




THEREFORE IT IS AGREED:

41. For and in consideration of the amount of Five Dollars (\$5.00) paid in hand, the Eagle Landing Subdivision agrees to refrain from challenging before any board, commission, court or any other legal or equitable regulatory authority the development of 75 single family home sites as described and delineated further in this agreement by Double "E" Development, LLC., and Double "E" Development, LLC., in return will construct a Nine (9) hole Golf Course, to include a putting and pitching green, recreational open space, and a neighborhood grill;
42. Double "E" Development, LLC., agrees if it does not fully comply with the terms of this agreement that Eagle Landing Subdivision shall be afforded the remedy of Specific Performance as well as any injunctive relief including but not limited to the cessation of development, marketing, and construction of the home sites.
43. This addition to Eagle Landing is a 61.559-acre tract (TMS Numbers 2590000072, 2590000073 and 2590000074) located in the existing Eagle Landing Subdivision. This tract is currently zoned PD - Golf Course in Hanahan, Berkeley County, South Carolina;
44. The additional development in Eagle landing will consist of Exactly 75 single family home sites to be rezoned Single Family Residential, with a 9 hole golf course zoned Golf Course, a park relocation, to include a putting and pitching green which shall be zoned as Passive Recreational Open Space as well as the construction of a neighborhood grill all as shown on the attached plat, attached hereto as Exhibit "A";
45. Eagle Landing is located off Rivers Avenue across from Northwoods Mall. The main access into Eagle Landing is by Eagle Landing Boulevard. Eagle Landing Boulevard and Northbrook Boulevard will provide the ingress/egress for the ADDITIONAL development. The ADDITIONAL development boundaries consist primarily of the existing Eagle Landing Subdivision, the Seaboard Coast Line Railroad, and vacant land;
46. It is the intent of the developer to use this Type "B" Planned Development to rezone a portion of the property to Single Family Residential and develop 75 single-family home sites;



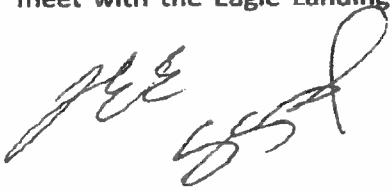
47. All home sites and structures will be governed by the Eagle Landing H.O.A. Covenants and Restrictions, the City of Hanahan and this agreement.
48. These 75 single family home sites will consist of two varying lot sizes as more fully described below;
 - a. Lots 1 – 51 will consist of a minimum lot size of 80 feet by 120 feet or 9,600 square feet. The square footage of the homes built on these lots will be no less than 2100 square feet. Building setbacks for each lot are as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 10 feet
 - b. Lots 52 – 75 will consist of a minimum lot size of 65 feet by 120 feet or 7,800 square feet. The square footage of the homes will be no less than 2100 square feet. Building setbacks for each of these lots is as follows:
 - i. Front - 15 feet
 - ii. Rear - 20 feet
 - iii. Sides - 7.5 feet
49. All homes must be constructed using brick, stucco, or hardy plank siding. Roofs must consist of architectural shingles. No vinyl siding will be allowed;
50. The maximum height limit shall be 35 feet regardless of the number of proposed stories;
51. The Eagle Landing Association's Architectural Review Board will ensure stringent requirements to prevent repetitive designs from being utilized;
52. The developer will maintain a portion zoned Golf Course that will consist of regulation standards. The golf course will use 9 of the existing holes;
53. There will be modifications to some of the existing tee boxes and fairways and the golf course will be fully constructed and operational by the sale of lots 51 through 75 or December 31, 2007, whichever occurs first;



54. The developer will operate the 9 hole golf course subject to the following provisions herein;
55. The developer will construct a neighborhood grill as shown on the attached plat, to be located on the parcel next to the existing buildings along the pond. The grill will provide a deck over the pond and it is the developer's intent to operate the parcel as a neighborhood grill opened primarily for Eagle Landing community; however it will be open to the public;
56. The grill will be completed on or before December 31, 2008;
57. If the grill is to be closed for any reason, other than remodeling, for a period of longer than 30 days, Eagle Landing will have the right of first refusal to purchase the grill at the then existing fair market value. If Eagle Landing is unable or unwilling to purchase the grill within 60 days of the offer, developer is free to sell the grill to any third party for the exact sum and terms offered to Eagle Landing. Any term or price change must be offered first to Eagle Landing with the same 60 day option period;
58. The property where the grill it to be construction will have a deed restriction placed on it to ensure that it will always remain a neighborhood grill and to ensure strict compliance with the above referenced purchase option;
59. A portion of the property will be zoned Passive Recreational Open Space to which the developer is proposing to the existing City of Hanahan. Access to the new park will be provided through an easement located between Lots 68 & 69;
60. Conservation Easements will be placed along roadways where Golf Course or Passive Recreational Open Space is adjacent. The 15-foot easements will restrict access to the property, therefore preventing future development to those parcels;
61. All access easements will be sold to the Eagle Landing H.O.A. for a fee of \$10.00;
62. The additional development in Eagle Landing will obtain its main arteries of ingress/egress from new roads connecting to existing roads: Eagle landing Boulevard and Northbrook Boulevard. These primary roadways also will serve as an access route to the adjacent parcels;



63. All new roadways within the boundaries of the Additional development will be zoned as Public Roads. All right-of-ways along these roadways will employ a minimum width of 50 feet, but may vary at intersection points. The roadways will be serviced with off street parking in the form of garages and driveways;
64. All new roadways will have a four-foot sidewalk along both sides of the road to insure and promote safety for pedestrians. All sidewalks will be constructed by the developer and are to conform to the latest ADA standards. The developer will be responsible for maintenance and repairs of these roadways and sidewalks until accepted by Berkeley County;
65. Each individual home site will be required to follow a set of specific landscape guidelines that will be approved by the Eagle Landing H.O.A. Board of Directors. These guidelines will be listed in addition to Eagle Landing's H.O.A. Covenants and Restrictions. It will be the developer and individual homeowner's responsibility to implement the required landscape material;
66. A 20-foot buffer will exist where a new home is adjacent to an existing home. The buffer requirement will be three canopy trees, four understory trees, and twenty-five shrubs per 100 linear feet. The City of Hanahan and the Eagle Landing H.O.A. will enforce the buffer requirements;
67. The Additional Eagle Landing development will incorporate utility access through the existing Eagle Landing Subdivision along Eagle Landing Boulevard, Northbrook Boulevard, Roma Road, and Starling Road;
68. These service facilities will utilize the existing utility easements and will include electric, cable, telephone, gas, water line, sewer line, and storm sewer lines;
69. All utility locations will be designed to be underground and will be located within the street right-of-ways, as well as, existing and proposed utility easements. All utilities will be designed to satisfy overseeing Agencies standards, including but not limited to the Eagle Landing H.O.A.;
70. Additional development will use 3.83 acres of existing pond areas for detention areas. The development will modify the size and shape of the existing ponds to manage storm water runoff created by the new home sites. The developer will meet with the Eagle Landing H.O.A. Board to address all drainage issues. The



developer will gain prior approval from DNR before any altering of the existing ponds;

71. Site lighting will be installed by the developer and will be required along all streets, and future site amenities. The style of lighting fixtures will be the same as the existing Eagle Landing Development and will ensure safe travel within the nighttime hours. Final location of all lighting fixtures will be determined at a later date;
72. All street signs will conform to the existing Eagle Landing development signs and will use bird names for all streets;
73. The naming of these streets will be undertaken by the Eagle Landing H.O.A. Board of Directors;
74. The developer shall deed the open property beside lots 50 and 51 to The Eagle Landing H.O.A. Inc;
75. The developer will relocate the message board, currently located at the corner of Indigo and Northbrook, in an appropriate location of the Eagle Landing H.O.A.'s choice;
76. All areas of TMS #2590000074, #2590000073, #2590000072, and #2590000064 will be under the current covenants and restrictions of The Eagle Landing H.O.A.;
77. After completion of all home sites, golf course, and grill, the developer will pay Eagle Landing \$5,000 to update the Covenants and Restrictions;
78. The developer will build and maintain a cart path throughout the neighborhood as he owns the golf course area. These paths will be separate and apart from the buffers. The developer agrees to run the golf course for a period of not less than two years;
79. After two years from the date the golf course is constructed and operational, the developer does not want to continue running the course for any reason, the developer will lease the course to The Eagle Landing Association, Inc., for a period of five years. During this time the Eagle Landing Association will be responsible for all cost associated with running the golf course. At any time



during this five year lease Eagle Landing may purchase the golf course area for \$10.00 upon notice sent certified mail to the address listed below. The developer will convey the property with five days of receipt of notice and payment, by a fee simple deed free and clear of any liens or encumbrances;

80. Developer hereby agrees to grant to Eagle Landing a first right of refusal to purchase the golf course subject to the other provisions of this agreement. If developer wishes to sell the golf course, it must first be offered to Eagle Landing for \$10.00. This offer must be made in writing and mailed to the address herein by certified mail. The offer must remain open for a period of not less than 30 days;

SIGNATURE ON FOLLOWING PAGE

*28E
SLOL*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered each unto the other by their respective duly authorized representatives as of the date abovementioned.

WITNESSES:

Cary M Pils

Cary M Pils

Carol Pils

[Signature]
Double E Development LLC

[Signature]
Eagle Landing Home Owners
Association

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

I, undersigned witness Notary Public for South Carolina, do hereby certify that the Grantors personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of January, 2011.

Edma A. Crowder

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission Expires: 12-18-2018



SUPPLEMENTAL COVENANTS FOR FRONT 75 LOTS IN PARCELS V and Z, DEVELOPED ON OR AFTER JANUARY 1, 2012.

IN ACCORDANCE WITH THE PUD, EAGLE LANDING COVENANTS RESTRICTIONS, BYLAWS, COMMUNITY DESIGN GUIDELINES REVISED VERSION 2008. EACH LOT ALSO HAS A NOTICE OF RESPONSIBILITY DISCLAIMER SIGNED AT CLOSING ATTACHED TO IT AND ARE BOUND BY THESE DOCUMENTS AND THEIR LIMITATIONS.

Eagle Landing Subdivision: Landscape Barriers, Natural Berm, Drainage Easement Notice and Fencing regulations and Requirements.

A. A natural landscape barrier is a permanent landscape barrier implemented by the PUD that is overseen by the city of Hanahan and the Eagle Landing HOA. This barrier may NOT be altered in any way shape or fashion at any time. With the exception of the removal of the pine straw placed by the builder, it can be replaced with mulch, or allow the grass to grow between the plantings. It is the property owner's sole responsibility to maintain the barrier as implemented and planted in accordance with the developmental PUD.

B. A natural berm is a permanent man made mound of earth. These berms are landscaped. These berms may not be altered in any way shape or fashion at any time. It is the property owner's responsibility to maintain the berm as implemented and planted in accordance with the PUD

C. A drainage easement or easements that will require special permitting from the county when applying for a fence

D. There are PUD implemented restrictions and requirement on the properties, as noted on the Notice of Disclaimers signed at closing.

E. Fences construction must meet the following guide lines must comply with the Notice of Disclaimer signed at Closing and received ARB approval prior to construction. Fences may be 48 inches in height and wrought iron or picket with at least one inch spacing. Or a 5' to 4' negative slope picket with at least one inch spacing.