

FILED-RECORDED

4-1494-273

JUN 30 1 47 PM '85

REC'D - MISSISSIPPI
REGISTER
KIRK COOK, CLERK
DORCHESTER COUNTY, NC

AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS
FOR
LEGEND OAKS PLANTATION

Prepared By & Mail To:
Burtis, MacMillan & Meyer
6826 Morrison Blvd., Suite 200
Charlotte, NC 28211

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

BK 1494PG273A

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR
LEGEND OAKS PLANTATION

Amendment to Declaration of Protective Covenants recorded in Book 1364 at Page 001,
Register of Mense Conveyance, Dorchester County, South Carolina.

WHEREAS Plantation Development of South Carolina, Inc., a South Carolina
corporation, has previously recorded certain Declaration of Protective Covenants for Legend
Oaks Plantation, recorded in Book 1364 at Page 001; and

WHEREAS Article XIII, Section 4 of said declaration allows an amendment by the
"Declarant" and

WHEREAS Plantation Development of South Carolina, Inc. is said "Declarant" in the
aforesaid Declaration of Protective Covenants; and

WHEREAS Plantation Development of South Carolina, Inc. now desires to amend said
Declaration.

NOW THEREFORE in consideration of the premises and pursuant to a resolution the
Board of Directors adopted at meeting on the _____ day of January, 1995, authorizing any
president, vice president and secretary, assistant secretary to make and execute this Amendment
on behalf of the Corporation, Plantation Development of South Carolina, Inc. herewith amends
Exhibit "E" to said declaration, Guideline No. 16, by adding paragraph 3 to said Guideline No.
16. Paragraph 3 reads as follows:

3. Lots No. B-18, B-19, B-20, C-1 and C-2 shall henceforth have a required
minimum heating space for a dwelling thereon of 1300 square feet. This 1300
square feet minimum shall be whether or not the house is one-story or two-story.

All other provisions of the aforesaid Declaration recorded in Book 1364 at Page 001 in
the Register of Mense Conveyance, Dorchester County, South Carolina shall remain the same
and have the full force and effect as set out in said book and page.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 30th
day of AUG, 1982
at 1:51 P. M. and recorded
in book 1404 page 213
LINDA T. WESSLEY
REGISTRAR OF DEEDS

FILED-RECORDED

Aug 30 1 47 PM '95

BK 1494 PG 270

LINDA T. HESSERVY
REGISTER
MESSENGER COLLETTES
DORCHESTER COUNTY, SC

AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS
FOR
LEGEND OAKS PLANTATION

Prepared By & Mail To:
Burris, MacMillan & Mayer
6826 Morrison Blvd., Suite 200
Charlotte, NC 28211

*Applied
12/20/95 C-26125
C-232*

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

EX 1494PG271

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR
LEGEND OAKS PLANTATION

Amendment to Declaration of Protective Covenants recorded in Book 1364 at Page 001, Register of Mesne Conveyance, Dorchester County, South Carolina.

WHEREAS Plantation Development of South Carolina, Inc., a South Carolina corporation, has previously recorded certain Declaration of Protective Covenants for Legend Oaks Plantation, recorded in Book 1364 at Page 001; and

WHEREAS Article XIII, Section 4 of said declaration allows an amendment by the "Declarant"; and

WHEREAS Plantation Development of South Carolina, Inc. is said "Declarant" in the aforesaid Declaration of Protective Covenants; and

WHEREAS Plantation Development of South Carolina, Inc. now desires to amend said Declaration.

NOW THEREFORE in consideration of the premises and pursuant to a resolution the Board of Directors adopted at meeting on the _____ day of August, 1995, authorizing any president and secretary, assistant secretary to make and execute this Amendment on behalf of the Corporation, Plantation Development of South Carolina, Inc. herewith amends Exhibit "E" to said declaration, Guideline No. 16, by adding paragraph 4 and 5 to said Guideline No. 16. Paragraph 4 reads as follows:

4. Lots A-28 through A-37 shall henceforth have a required minimum heating space for a dwelling thereon of 1800 square feet and be subject to the same restrictions set out in Paragraph 1 in Guideline 16.

Paragraph 5 reads as follows:

5. Lots B-21 through B-30 and Lots C-3 and C-4 and C-23 through C-32 shall henceforth have a required minimum heating space for a dwelling thereon of 1300 square feet. This 1300 square feet minimum shall be whether or not the house is one-story or two-story.

All other provisions of the aforesaid Declaration recorded in Book 1364 at Page 001 in the Register of Mesne Conveyance, Dorchester County, South Carolina shall remain the same and have the full force and effect as set out in said book and page.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 4 day of August, 1995.

PLANTATION DEVELOPMENT OF SOUTH CAROLINA, INC.

By: M. J. DeRube 86272
President

SIGNED, SEALED & DELIVERED

[Signature]
Witness

Nancy H. McJannet
STATE OF NORTH CAROLINA

COUNTY OF DORCHESTER

PERSONALLY appeared before me Robert H. Burris, and made oath that he saw the within named PLANTATION DEVELOPMENT OF SOUTH CAROLINA, INC. BY Melvin F. Graham, sign the within Amendment and the said Corporation, by said officer, seal said Amendment and as its Act and Deed, deliver the same, and that he with Nancy H. McJannet witnessed the execution thereof.

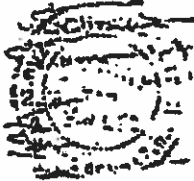
SWORN to before me this 17th day of August, 1995.

(SEAL) Nancy H. McJannet
Secretary

[Signature]

My Commission Expires:

By [Signature] August 10, 1996



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
FILED FOR RECORD ON 30th
AUGUST 1995
BY [Signature]
LINDA T. LINDSEY
REGISTER OF MARIAGE CONVEYANCE

FILED-RECORDED

BK 1572PG228

Mar 18 9 20 AM '96

STATE OF SOUTH CAROLINA) THIRD AMENDMENT TO
) DECLARATION OF PROTECTIVE COVENANTS
 COUNTY OF DORCHESTER) FOR LEGEND OAKS PLANTATION
 (Recorded August 12, 1994, Book 1364, Page 001)

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR LEGEND OAKS PLANTATION (the "Third Amendment") is made this 11th day of March, 1996, by Plantation Development of South Carolina, Inc., a South Carolina corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, the Declarant, by "Declaration of Protective Covenants for Legend Oaks Plantation" dated August 8, 1994, recorded August 12, 1994 in the R.M.C. Office for Dorchester County in Book 1364 at Page 001 (the "Declaration"), submitted certain property to covenants, conditions and restrictions; and

WHEREAS, by "Amendment To The Declaration Of Protective Covenants For Legend Oaks Plantation" recorded August 30, 1995 in R.M.C. Office aforesaid in Book 1494 at Page 270, and by "Amendment To The Declaration Of Protective Covenants For Legend Oaks Plantation" recorded August 30, 1995 in R.M.C. Office aforesaid in Book 1494 at Page 273, Declarant amended the Declaration; and

WHEREAS, pursuant to Article XIII, Section 4 of the Declaration, Declarant retained the right to further amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to permit an Owner of a Lot to install upon a Lot or dwelling constructed thereon a satellite dish of 18" in diameter or smaller.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant does hereby exercise its right under the Declaration to amend the Declaration as follows:

I. Definitions. The words used in this Third Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration.

II. Amendment of Article VI, Section 11. Section 11 of Article VI of the Declaration is hereby deleted in its entirety and a new Section 11 of Article VI is substituted therefor, which shall read as follows:

Section 11. Antennas. No exterior antennas of any kind shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community. No satellite dishes or discs larger than eighteen inches (18") in diameter shall be placed, allowed, or maintained upon any portion of the

*Hansen Law Firm
 P.O. Drawer 446
 Charleston, S.C. 29401*

BK 572PG229

Community, including any Lot, without the prior written consent of the Board or its designee. Any satellite dish or disc eighteen inches (18") in diameter or smaller may be erected without the Board's approval provided it is not located in or attached to a dwelling side facing the front yard of any residence and is screened from view.

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

IN WITNESS WHEREOF, the Declarant has caused this THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR LEGEND OAKS PLANTATION to be executed the day and year first above written.

WITNESSES:

PLANTATION DEVELOPMENT OF SOUTH CAROLINA, INC.

Tom P Jackson
(Witness)

By: M.F.G.
Melvin F. Graham
Its: President

Martha A Hill
(Notary)

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Plantation Development of South Carolina, Inc., by its proper corporate officer, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Tom P Jackson
(Witness)

SWORN to and subscribed before me
this 11 day of March, 1996

Martha A Hill
Notary Public for North Carolina
My Commission Expires: 11/22/98

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 18th
day of March 1996
at 9:20:38 AM and recorded
in book 1572 page 228
LUREN T. MILES
REGISTER OF MESSSE CONVEYANCES

BK 16606061

FILED-RECORDED

16-24

SUPPLEMENTARY DECLARATION AND FOURTH AMENDMENT TO

SEP 25 11 01 PM '96

DECLARATION OF PROTECTIVE COVENANTS
FOR LEGEND OAKS PLANTATION

LIBRARY GRAY
REGISTERED
MESSENGER
SHERIFFS
DORCHESTER COUNTY, SC

(Recorded August 12, 1994, Book 1364, Page 001)

THIS SUPPLEMENTARY DECLARATION AND FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR LEGEND OAKS PLANTATION (the
"Supplementary Declaration and Fourth Amendment") is made this 18th day of
September, 1996, by Plantation Development of South Carolina, Inc., a South Carolina
corporation, hereinafter called "Declarant."

W T N E S S E T H:

WHEREAS, the Declarant, by "Declaration of Protective Covenants for Legend Oaks
Plantation" dated August 8, 1994, recorded August 12, 1994 in the R.M.C. Office for Dorchester
County (the "RMC") in Book 1364 at Page 001 (the "Declaration"), submitted certain property
to covenants, conditions and restrictions; and

WHEREAS, by "Amendment To The Declaration Of Protective Covenants For Legend
Oaks Plantation" recorded August 30, 1995 in the RMC in Book 1494 at Page 270; by
"Amendment To The Declaration Of Protective Covenants For Legend Oaks Plantation" recorded
August 30, 1995 in the RMC in Book 1494 at Page 273; and by "Third Amendment To
Declaration of Protective Covenants for Legend Oaks Plantation" recorded March 18, 1996 in the
RMC in Book 1572 at Page 228, Declarant amended the Declaration; and

WHEREAS, pursuant to Article IX of the Declaration, Declarant retained the right
to subject additional property to the provisions of the Declaration by the filing of a
Supplementary Declaration; and

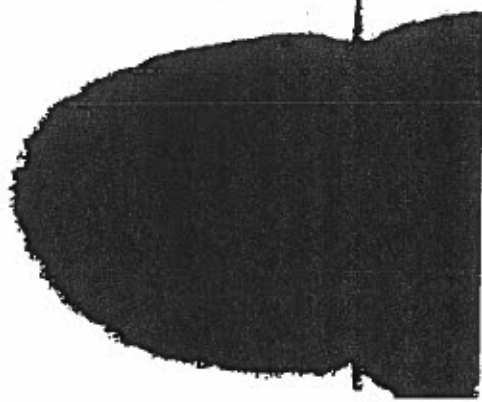
WHEREAS, pursuant to Article XIII, Section 4 of the Declaration, Declarant retained the
right to further amend the Declaration; and

WHEREAS, Declarant desires to submit additional property to the Declaration and to
amend the Declaration to establish a minimum square footage of heating space that shall be
required for any dwelling constructed upon the property submitted to the Declaration by this
instrument.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant
does hereby exercise its right under the Declaration to amend the Declaration as follows:

1. Definitions. The words used in this Supplementary Declaration and Fourth Amendment,
unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in
the Declaration.

RAWCHECK & DANLON
P.O. BOX 1017
CHAR., S.C. 29402



II. The Property. Declarant does hereby declare that, pursuant to Article IX of the Declaration, the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to said Declaration, as amended and supplemented to the date hereof, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby.

III. Amendment of Guideline 16. Declarant does hereby declare that, pursuant to Article XIII, Section 4 of the Declaration, Exhibit "E" of the Declaration is hereby amended by adding to Guideline 16 new Paragraphs 6 and 7, which shall read as follows:

- 6. Lots F-1 through F-6, D-15 through D-23, E-63 through E-71 and E-10 through E-17, as further described in Exhibit "A" hereto, shall henceforth have a required minimum heating space for a dwelling thereon of 1,800 square feet and be subject to the same restrictions set out in Paragraph 1 in Guideline 16.
- 7. Lots E-6 through E-9 and D-8 through D-14, as further described in Exhibit "A" hereto, shall henceforth have a required minimum heating space for a dwelling thereon of 2,400 square feet and be subject to the same restrictions set out in Paragraph 2 in Guideline 16.

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

IN WITNESS WHEREOF, the Declarant has caused this SUPPLEMENTARY DECLARATION AND FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR LEGEND OAKS PLANTATION to be executed the day and year first above written.

WITNESSES:

PLANTATION DEVELOPMENT OF
SOUTH CAROLINA, INC.

James P. Graham
(Witness)

By: M.F.G.
Melvin F. Graham
Its: President

Martha A. Hill
(Notary)

BK: 1660P6063

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG) PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Plantation Development of South Carolina, Inc., by its proper corporate officer, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Tori P. Graham
(Witness)

SWORN to and subscribed before me
this 18 day of September 1996

Martha A. Hill
Notary Public for North Carolina
My Commission Expires: 11/12/99

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 5th
day of Sept. 1996
at 7:30 P. M. and impounded
in book 1160 page 67
LINDA L. MEISERVY

EXHIBIT "A"

ALL those certain pieces, parcels and lots of land situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated on a plat entitled, "FINAL PLAT SHOWING LOTS D-3 THRU D-23, LOTS E-4 THRU E-17, LOTS E-63 THRU E-71, LOTS F-1 THRU F-6, PHASE III, SECTION I, AND THE LOT LINE ADJUSTMENTS OF LOT 2C AND LOT 4C, LEGEND OAKS PLANTATION SUBDIVISION, LOCATED NEAR THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA" by Trico Engineering Consultants, Inc. dated August 14, 1996 and recorded September 10, 1996 in the RMC Office for Dorchester County in Slide J at Page 74.

·SAVING AND EXCEPTING, however, all those certain pieces, parcels and lots of land shown and designated as Lots 2-C and 4-C on the aforesaid Plat.

SAID pieces, parcels or tracts of land having such size, shape, dimensions, and boundaries as will by reference to said plat more fully appear.

BK 2129PG333

FILED-RECORDED

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

DECLARATION OF
RESTRICTIVE COVENANTS
FEB 24 8 30 AM '99
UNDA NESS (AVT)
REGISTER
HERSIE CONVEYANCES
DORCHESTER COUNTY, SC

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 24th day of January, 1999, by AKJ Investments, LLC ("Declarant")

RECITALS

WHEREAS, Declarant is the owner of certain real property ("real property includes wetlands, lands underlying other waters of the U.S., uplands, associated riparian/shoreline rights) located in Dorchester County, South Carolina, more particularly described as a 24.9 acre development tract, North of Ladson Road (S-4-239) and adjacent to and East of Linchouse Road (S-18-501), Town of Summerville, Dorchester County, S.C. Designated as TMS 154-00-08-015. ("Property"); and

WHEREAS, in consideration of the issuance of Department of the Army Permit No. SAC-26-98-0437 ("Permit") to Declarant by the U. S. Army Corps of Engineers, Charleston District ("Corps" as include any successor agency), and certification(s) and/or permit(s) by the S. C. Department of Health and Environmental Control ("DHEC"), to include any successor agency, and for the protection or enhancement of the Property's wetlands, scenic, conservation, resource, environmental, or other values, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever, as provided herein.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns, licensees, or other occupants and users.

1. Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, eroding, constructing, or otherwise doing any work on the Property; introducing exotic species into the Property; and from changing the grade or elevation, impairing the flow or circulation of water, reducing the reach of water, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) seasonally very small impoundments associated with hunting (including planting or burning), fishing, and similar recreational activities, consistent with the general condition of the Property

2. After recording, these restrictive covenants may be altered by modification of the Permit pursuant to applicable Corps regulations and policy, provided all agencies that certified the Permit concur without modification, and subject to consultation with other resource agencies as appropriate. Such modifications become a part of these restrictive covenants. Declarant may

request to trade in entirety property that is not encumbered by conservation easements or covenants for the Property herein, provided such substitute property is of equivalent functions and values as the Property herein, and is placed under equivalent conservation restrictions.

3. Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy of these restrictive covenants.

4. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, wetlands, and associated values, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of the Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. The Declarant grants to the Corps, the U. S. Department of Justice, and DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person or entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy. An enforcing agency shall also be entitled to costs and attorneys fees in any enforcement action in which it obtains relief. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. Declarant shall include the following warning on all deeds, mortgages, plats or any other legal instruments used to convey any interest in the Property:

WARNING: This Property Subject to Declaration of Restrictive Covenants Recorded at Book _____, Page _____ in the RMC office of Dorchester County, South Carolina

8. The perimeter of the Property shall at all times be plainly marked by permanent signs saying "Protected Natural Area," or by an equivalent, permanent marking system.

9. A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the RMC office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at Plat Book 1, Page 125, in the RMC office of Dorchester County, January 7, 1999 at 11:38 AM.

10. Should any separable part of these restrictive covenants be determined to be contrary to law, the remainder shall continue in full force and effect.

A 21296335

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

[Signature]
[Signature]

Declarant:

By: Michael D. Fields

Its: Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MOORE

PROBATE

PERSONALLY appeared before me W. Robert Logan, the undersigned witness, and made oath that he saw the within named Michael D. Fields sign, seal and as his act and deed, deliver the within named Declaration of Restrictive Covenants; and that he with the other witness named above witnessed the execution thereof.

W. Robert Logan
(signature of witness)

SWORN to and subscribed before me
this 26th day of January, 1999.

Lewis S. Harward
NOTARY PUBLIC FOR NORTH CAROLINA

My Commission Expires: 2-11-09

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 4th
day of Feb 1999
at 3:30 PM in and recorded
in Book 179 page 333
LINDA T. MCGOWAN
REGISTER OF MORTGAGE CONVEYANCES

AKT INVESTMENTS LLC
18 BRAD ST Suite 50
CHARLESTON SC 29401

UNIVERSITY MICROFILMS
Charlotte, 1 8210

DK 22100000

FILED-RECORDED

AUG 30 8 35 AM '99

STATE OF SOUTH CAROLINA -
COUNTY OF LANCASTER

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR
LEGEND OAKS

LINDA HESSERVY
REGISTER
MESNE CONVEYANCES
DORCHESTER COUNTY, SC

Amendment to Declaration of Protective Covenants recorded in Book 1364 at Page 001, Register of Mesne Conveyance, Dorchester County, South Carolina.

WHEREAS, through a Scriviners error, Pages 4, 5 & 7 of the Bylaws of Legend Oaks Plantation Community Association, Inc. were inadvertently omitted from the attachment to the Protective Covenants, recorded in Book 1364 at Page 001; and

WHEREAS Providence Development Partners SC, LLC purchased the real property known as Legend Oaks and the rights of Declarant and is now Declarant pursuant to that certain Deed recorded in Deed Book 2127, Page 319 Register of Mesne Conveyance, Dorchester County; and


WHEREAS Declarant desires to correct said Scriviners error by amending the Protective Covenants to include pages 4, 5 & 7 of said By-laws;

NOW THEREFORE in accordance with the provisions of and pursuant to a resolution of the Members duly adopted at a meeting held on the 19th day of August, 1999, authorizing the Manager to execute this amendment on behalf of the Declarant, Providence Development Partners SC, LLC, the Declarant herewith amends these Protective Covenants by including the attached pages 4, 5 & 7 to the By-laws.

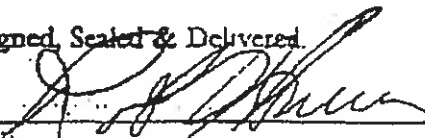
ALL other provisions of the aforesaid Declaration recorded in Book 1364 at Page 001 shall remain the same and have full force and effect as set out in said book and page.

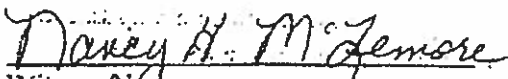
IN WITNESS WHEREOF, the undersigned has set its hand and seal this 19th day of August, 1999.

PROVIDENCE DEVELOPMENT
PARTNERS SC, LLC

By: 
Gordon N. Lewchuk, Manager

Signed, Sealed & Delivered.


Witness


Witness/Notary

a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

B. Meetings

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least Four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs of a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a Majority or the Total Association Vote.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 17. Telephonic Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

Article IV
Officers

Section 1. Officers. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more officers may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 3. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2, of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the South Carolina Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all power, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with South Carolina Law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable affects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V
Committees

Committee to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

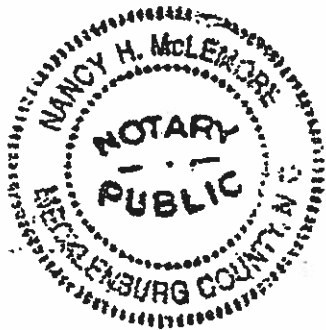
PERSONALLY appeared before me, the undersigned witness and made oath that (s)he saw the with-named Gordon N. Lewchuk as Manager of PROVIDENCE DEVELOPMENT PARTNERS SC, LLC, sign, seal and as it corporate act and deed deliver the within instrument for the uses and purposes therein mentioned and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.


Witness

SWORN to before me this
19th day of August, 1999.

Nancy H. McLemore
Notary Public for North Carolina

My Commission Expires: 1-10-2003



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 30th
day of Aug 19 99
at 8:35 AM and recorded
in book 270 page 325
LINDA T. MESSERVY
REGISTER OF MESNE CONVEYANCES