

**WALNUT FARMS
RESTRICTIVE
COVENANTS,
GUIDELINES, &
BYLAWS**

- Corrected and Updated January 2015

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ARCHITECTURAL CONTROL PROCEDURES
WALNUT FARMS PROPERTY OWNER ASSOCIATION

LINE 111
111
MESHU C. P. R. R. CO. SCS
DORCHESTER COUNTY, SC

Section 1. Architectural control of Walnut Farms Subdivision is provided for in the duly filed restrictive covenants applicable to Phase I of Walnut Farms Subdivision (hereafter referred to as the "Covenants"), and in the duly filed Declaration of Covenants and Restrictions, also applicable to Phase I of Walnut Farms Subdivision (hereafter referred to as the "DCR"). All provisions contained herein shall be construed so as to be consistent with the Covenants and the DCR. In the event of any conflict, the provisions of the Covenants and the DCR shall be controlling. The procedures and guidelines contained herein will apply to any additional phases of Walnut Farms subject to the same Covenants and DCR.

Section 2. As provided for in Article VI, DCR, an architectural committee is hereby established. This committee shall be a standing committee known as the Architectural Review Board (ARB). This committee is the same entity referred to in the Covenants and the DCR variously as the Architectural Review Board, the ARB, and/or the Architectural Committee. Membership shall consist of three or more members who shall be appointed by the Board from the membership of the Walnut Farms Property Owners Association (hereafter referred to as the "Association"). Members of the ARB serve for a period as specified by the board, normally three years or less. Membership on the ARB may be rescinded by action of the board should the ARB member cease to be a member in good standing of the Association, or for any other reason, within the discretion of the board, by majority vote of the board. Members of the ARB are free to resign their position. In the event a member resigns or is otherwise unable to serve, or his membership in the Association is rescinded for any reason, the Board may appoint a replacement member. The ARB reports to and advises the Board of Directors (hereafter the "Board") of the Walnut Farms Property Owners Association (hereafter referred to as the "Association").

Section 3. The ARB has cognizance over the following

- a. Setbacks and building lines (Section Six (a) of the Covenants).
- b. Swimming pools (Section Six (b) of the Covenants).
- c. Walls and Fences (Section Six (c) of the Covenants).
- d. Placement of homes on corner and combined lots (Sections Six (d) and (e) of the Covenants).
- e. Exteriors (Section Six (g) of the Covenants).
- f. Dwelling area requirements (Section Seven of the Covenants).

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SUMMERVILLE, SC
29485

g. Construction, alterations, and additions (Section Eight (c) of the Covenants).

h. Construction schedule and completion of construction (Sections Nine and Ten of the Covenants).

i. Obstructions to view and delivery receptacles (Section Eleven of the Covenants).

j. Outbuildings and Similar Structures (Section Twelve of the Covenants).

k. Sign boards, antenna, mining, air and water pollution (Sections Thirteen through Sixteen of the Covenants).

l. Trash and Debris (Section Seventeen of the Covenants).

m. Aesthetics (Section Eighteen of the Covenants).

n. Animals, commercial uses of property, minor agricultural pursuits, changing elevations, wells, maintenance, outside drying and laundering, landscape restrictions, fertilizers and pesticide control, offensive conduct and nuisance, parking, other vehicle and trailer parking (Sections Nineteen through Thirty-four of the Covenants).

o. Architectural guidelines, consistent with the Covenants and DCR, as provided in Section Four below.

Section 4. Guidelines. The ARB shall use its best judgment in making decisions on plans submitted to it for approval. The guidelines below shall be applied in addition to the provisions contained in the Covenants and DCR. The ARB should be generally guided by the interests of the owners in maintaining a distinctive community and preserving property values. Designs for homes and improvements should strive to achieve homes which constitute planned additions to the natural setting. Careful siting, selection of materials, and design considerations which extend beyond the building walls to include the entire site are three important means of achieving this objective. The ARB may consider prior actions and previous compliance/noncompliance of the individual or entity as a factor in deciding on whether to approve any request. If the requestor is an owner of property covered by the Covenants and the DCR, the ARB may deny the request outright if the owner is not a member in good standing (i.e., current on dues and/or not in compliance with the Covenants and DCR) of the Association. The ARB, in its discretion, may require the payment of such fees and surety bonds, as appropriate, and as permitted by law and provided in the Covenants and DCR, as a prerequisite to approval of any request. The following are specific additional guidelines which the ARB will follow in acting on all requests:

a. Rear entry garages will not normally be approved

because of the extra amount of necessary clearing is extremely detrimental to surrounding houses, but such garages may be approved in unique circumstances.

- b. Side entry garages are encouraged, and will be permitted when a minimum of 15 feet remains between the side lot line and the clearing for the driveway for use as a buffer of trees or supplemental landscaping.
- c. Driveways must be paved with asphalt, concrete, brick, or exposed aggregate concrete.
- d. Walks of wood decks, exposed aggregate concrete, brick, etc. designed as an integral part of the house and landscape must be provided from the driveway to the front door. Loose flagstones "dropped" on top of the ground are not acceptable.
- e. No trees in excess of 4 inches in diameter may be removed without the prior written approval of the ARB.
- f. All house plans must incorporate a landscape plan with submittal for ARB consideration. Clearing of lots may not begin until the ARB has approved the landscape plan.
- g. Freestanding garages must be architecturally compatible with the house, including exterior color.
- h. Dog houses, playhouses, gym sets, gazebos, and deck railings must be approved by the ARB before installation and must be compatible with the house and landscaping.
- i. Air conditioning units and trash areas must be properly screened, utilizing fencing, not planting materials.
- j. All fencing must be approved in advance by the ARB, including materials, fence height, and placement. Fencing for dogs and children must be integral to the design of the house. All homeowners will be encouraged not to fence their entire rear yard. "Accent" fencing as part of an overall landscaping plan may be used in the front yard only with prior review and approval by the ARB. Chain link fence is not permitted.
- k. All exterior wood steps must have closed risers.
- l. No exposed natural (mill finished) aluminum or galvanized flashing is permitted.
- m. Window screens, storm windows, and storm doors must be anodized bronze or painted to match the trim or body color of the house.

- n. The minimum roof pitch permitted shall be 6/12 for one story houses and 7/12 for two story houses. Flat roofs or lesser pitches will only be considered by the ARB when they are integral parts of outstanding architectural design. As departures from the norm, they will be reviewed in the context of the total design of the house, its relationship to adjacent houses, and to its site.
- o. Houses must be designed and located so as to minimize exposed foundations. Proper grading of the site so as to "sink" the house into the ground and siding to grade are acceptable means of distinguishing awkward foundations.
- p. Brick foundations are preferred and encouraged; stucco or double-coat parged concrete block may be allowed on contemporary homes.
- q. All brick, stone, and masonry selections require ARB approval from samples submitted for review.
- r. Simple massing and "clean" design are desired. Many windows of different sizes and shapes, multi-directional siding, towers, too many materials, varying roof pitches, "wild" shapes, etc., are discouraged and may be disapproved by the ARB. Combinations of two or more architectural styles in the same house will not be permitted.
- s. All homes must be stained or painted; natural wood siding will not be allowed. Semi-transparent stains are discouraged and may be disapproved. If an exception is granted and semi-transparent stain is allowed, the manufacturer's specifications for application will be strictly followed.
- t. The color palette for homes will not be limited to a restricted list, but extremely bright, offensive, or "jarring" colors will not be approved. A variety of colors is desired, and the ARB may therefore disapprove a specific color plan to ensure the desired variety, for example, to avoid a succession of contiguous white homes.
- * u. ~~Plans for new homes and for major alterations to existing homes must be professionally drawn by an architect or approved design service. No plans drawn by the owner or builder (unless he is an architect) will be accepted for review by the ARB. All proposed changes to the plans must be incorporated as part of the drawings - no penciled or sketched changes.~~
- v. Plans for minor alterations (fences, small decks, minor

landscape changes, etc.) shall be legible and to scale, but need not be drawn by an architect unless the ARB so requests.

- w. Houses of the same plan may not be repeated side by side unless the exteriors are different in design. The decision as to whether a design is "different" enough will be at the discretion of the ARB.
- x. No specific architectural styles will be imposed, but the style must be consistent with the general styles of homes in existence in the community. Unique styles such as ultra-modern or combination of two architectural styles will not be approved.
- y. Use of grass as part of a landscaping plan for front and back yards is encouraged.
- z. Heavy asphalt/fiberglass or wood shingles will be encouraged.
- aa. Use of T-111 (plywood siding) will not be allowed.
- bb. Mailbox posts will be constructed of a standard material and design as established by the ARB.
- cc. Window air conditioning units, protruding wall air conditioning units, or other protruding alterations are discouraged, and will not normally be permitted.

Section 5.

a. Requirement for prior approval. Plans for any matter under the cognizance of the ARB, as provided in Section 3 above, specifically including any construction, must be approved by the ARB before commencement of work. In the event that activity on covered property begins prior to such approval, the ARB is authorized to seek a "stop work" order and/or to pursue any other available lawful remedy to cause stoppage of the violating activity.

b. Process for seeking approval. The ARB approval process begins with the submission of a request, which must contain a description of what is sought, and must include two complete sets of plans and specifications, whenever applicable. In the case of new construction, a complete set of plans consists of a plat, showing the location of the house on the lot; a lot clearing plan, clearly delineating any trees and vegetation to be cleared from the lot; a tree survey; an architect's building plan, a color plan, and material samples (brick, shingle, stone, and the like). Submission occurs when a proper request, as described above, is received by one the ARB members, or received by mail at 975 Bacons Bridge Road, Suite 164-236, Summerville, SC 29485.

The submission will be retained by the ARB. The ARB must act on the request within 30 days, or the request is considered approved. Regardless of the passage of time, before the requestor may act on a request, it is the obligation of the requestor to contact the ARB to determine the action on the request. The ARB actions are by majority vote of the members. In the event of a tie vote on any matter, or if guidance is needed, any matter may be referred to the Board for resolution. When acting on any request, the ARB may either approve the request in its entirety, approve the plans, but require modifications to comply with the Covenants, the DCR, and/or the guidelines above, or disapprove the request in its entirety. The ARB may disapprove a request if the requestor or the proposed builder or contractor has existing violations of these guidelines, the Covenants, or the DCR, and this disapproval may remain in effect until the existing violation is corrected. The requestor may either accept the decision of the board, in which case the decision is final and binding on the requestor. Alternatively, the requestor may appeal any disapproval to the Board. The decision of the Board on such an appeal is final and is binding on the requestor.

c. Actions completed without prior approval, or in conflict with approved plans. The fact that a construction, modification, or other action within the cognizance of the board, was begun or completed without ARB approval does not deprive the ARB of jurisdiction over the matter, nor does it preclude the Board, the Association, or the ARB of taking any action permitted by law, the Covenants, or the DCR to remedy the matter. The board may require the property owner to submit the matter for approval, and pay the appropriate filing fee, even after the action is complete. If the matter is found to be in violation of the Covenants, the DCR, or the guidelines above, the ARB may direct the owner to remedy the matter at his own expense, and may recommend that the Board initiate legal action in the event of noncompliance.

d. Structures and/or other actions which violate the existing Covenants or DCR are never waived. Existing structures or other actions which are in existence as of the time of the filing of these guidelines and which merely violate of the procedures contained herein, or mere violations of the above guidelines are hereby waived, and may not thereafter be the subject of a complaint to the Board or to the ARB, unless there is a written complaint which has been duly forwarded to the ARB or the Board as of the effective date of these guidelines.

e. Review of construction/action: The final stage in the approval process is inspection of the completed project by the ARB. The purpose of the inspection is to ensure that the completed project is in accordance with the approved plan. If in compliance, the ARB shall issue a final approval action as of the date of the final inspection. In the event of any deviation, the ARB shall consider the deviation. If the deviation is a

violation of the Covenants or the DCR, the ARB shall notify the owner that he must correct the deviation at his own expense. If the deviation is a violation of the plans or the standards contained herein, the ARB shall vote on whether the deviation is of such a nature as to require correction at the owner's expense, and forward the recommendation to the Board for resolution.

Section 6.

BOOK 1403 PAGE 116

a. Effective Date: These guidelines require approval by majority vote of the Board of Directors. By the signature below, the President certifies that the board has so voted. These guidelines become effective on the date that the signed document is duly recorded in the Register of Mesne Conveyances of Dorchester County, SC.

b. Modifications: These guidelines may be modified by majority vote of the Board of Directors. Modifications will become effective on the date a duly signed modification is duly recorded in the Register of Mesne Conveyances of Dorchester County, SC.

S. E. ...

President, Walnut Farms Property Owners Association

Judy ...
Witness

Linda ...
Witness

STATE OF SOUTH CAROLINA }
COUNTY OF DORCHESTER }

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named GERALD E. CHAMPAGNE, sign, seal and as his/her act and deed, deliver the within document and that (s)he, with the other witness, witnessed the execution thereof.

Linda ...

SWORN to before me this 2nd day of DECEMBER, 1994

Linda ...
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 6/26/1996

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 2nd day of Dec., 1994
at 2:19 P M and recorded
in book 1403 page 111
LINDA T. MESSERVY
REGISTER OF MESNE CONVEYANCES



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MARGIE K. BARN
CLERK OF COURT
DORCHESTER COUNTY

VOL 606 PAGE 236

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

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RESTRICTIVE COVENANTS,
APPLICABLE TO PHASE I OF WALNUT
FARMS SUBDIVISION

WHEREAS, WALNUT FARMS OF SUMMERVILLE, INC., (hereinafter referred to as the "Developer"), is the owner of certain lands located within Dorchester County, South Carolina, and is creating therein a neighborhood of residential houses known as Phase I of Walnut Farms Subdivision; and

WHEREAS, Developer wishes to declare certain Restrictive Covenants for the purpose of protecting the value and desirability of certain lands known as Phase I of Walnut Farms;

NOW, THEREFORE, Developer, in consideration of the premises and other good and valuable consideration, does hereby declare that the restrictions and 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 restrictions and covenants hereinafter referred to as the "Covenants", as herein set forth.

Section One. Property Subject to these Covenants. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, is located in Dorchester County, South Carolina, and is known as Phase I of Walnut Farms and is shown on that certain plat entitled:

"Plat showing Phase I Walnut Farms Subdivision, A 35.651 Acre Tract of Land, A Portion of Tract "A", Property of Walnut Farms, Inc." made by Andrew C. Gillette, registered surveyor, dated November 10, 1987, and recorded in the Clerk's Office for Dorchester County, in Plat Cabinet E, Page 330. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat." The lots shown on the Plat are in the following lettered blocks and are numbered as shown below:

<u>BLOCK</u>	<u>LOT</u>
A	1 - 11
B	1 - 6
F	1-11
G	1

Section Two. Walnut Farms Home Owner Association. The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Walnut Farms Home Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and preservation of values of Phase I of Walnut Farms 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 Walnut Farms. The Developer, for each Lot owned by it within Phase I of Walnut Farms, hereby covenants and each Owner of any Lot shall, by acceptance of a deed therefore, 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 Declaration of Covenants, Conditions, and Restrictions,

for Walnut Farms Home Owners Association, Inc., (herein "Association Declaration") as recorded in the Clerk of Court for Dorchester County contemporaneously herewith.

Section Three. 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 Phase I of Walnut Farms 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 any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of any Owner.

Section Four. 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 Walnut Farms 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 the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of Development.

Section Five. 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 stories in height, and any accessory structures customarily incident to the residential use of such Lots.

Section Six. Setbacks and Building Lines. The Architectural Review Board established by Developer shall be required to approve all setbacks and side building lines. The following additional provisions concerning setbacks shall apply.

(a) Flexibility. Setbacks are not intended to engender uniformity of setbacks. For this reason, no minimum setbacks are established. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure

vistas of flora and open areas. The Developer reserves the right for the ARB to alter the setback requirements for any Lot where the ARB deems such action appropriate and to select the precise site and location of such house or other structure on each Lot and to arrange the same in such manner and for such reasons as the ARB shall deem sufficient.

(b) Swimming Pools. Swimming pools shall not be located nearer than ten (10) feet to any Lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established grade of the Lot.

(c) Walls and Fences. No boundary walls or fences may be erected between the street right-of-way and the rear building line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the rear building line to the rear property line. All fences and boundary walls must be approved, in writing, by the ARB. Entry planters or ornamental walls may be erected but must be approved, in writing, by the ARB.

(d) Subdivisions of Lots. No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot the same may be divided in any manner between the Owner of the Lots abutting each side of same. Also, two contiguous Lots, when owned by the same party, may be combined to form one single building Lot. In either of the two instances cited above, the ~~building line requirements as provided herein shall apply to such~~ Lots as combined. Nothing herein shall be construed to allow any portion of any Lot so sold or conveyed to be used as a separate

building Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without consent of the ARB except as provided for in this section.

(e) Corner Lots. In the case of a corner Lot, the house may be placed diagonally across the Lot so as to face the corner of any two streets or a circle, but the placement of the house must be approved in writing by the ARB.

(f) Porches and Eaves. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wingwalls, and steps extending beyond the outside wall of a structure shall not be considered as a part thereof.

(g) Exteriors. No dwelling shall be erected in Phase I of Walnut Farms having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed in a manner acceptable to the ARB. The same materials utilized for the exterior and roof of the residence shall also be used for the garage and other structures erected on the promises.

Section Seven. Enclosed Dwelling Area Requirements. No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling be constructed with a minimum of Two Thousand (2000) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches and the like areas.

Section Eight. Architectural Control. No construction, reconstruction, remodeling, alteration, or addition

to any structures, building, fence, wall, road, drive, path, dock or improvement of any nature shall be commenced without obtaining the prior written approval of the Architectural Review Board ("ARB") of the Association as to location, plans and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to the ARB in such form and including such content as specified hereinafter. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB, the Developer, and Owners shall be entitled to stop any construction in violation of these Covenants in accordance with Section Thirty-seven. No previously approval structural shall be used for any purpose other than for which it was originally approved.

The ARB may, in its sole discretion, establish a policy of requiring a fee of One Hundred Fifty and 00/100 (\$150.00) Dollars for each set of houses plans submitted to it for approval. This fee would be used to defray the cost of any professional hired by the ARB to assist in the review of plans. If the ARB elects to begin charging a fee, such charge would apply prospectively and not esidences already constructed or under construction.

Section Nine. Construction Schedule. Construction of

the residential unit on said property shall not exceed one hundred eighty (180) days from the date clearing of lot commenced. Under no circumstances will any lot clearing be allowed to commence prior to ARB review and approval of building plans.

Section Ten. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced unless otherwise extended by the ARB 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.

Section Eleven. Obstruction to View at Intersection and Delivery Receptacles. The lower branches of trees or other vegetation in sight line approaches to any street or street intersection 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 government agency. Receptacles for the receipt of mail shall be in accordance with the Architectural Guidelines and approved by the ARB.

Section Twelve. 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 the use of sheds or other temporary structures during construction as may be approved by the ARB.

Section Thirteen. Sign Boards. No sign boards shall be displayed except "For Rent" or "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 six (6) feet.

Section Fourteen. Antenna. No radio or television transmission towers or antenna, and no satellite dishes 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 it allowed.

Section Fifteen. 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.

Section Sixteen. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or the harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the ARB, which standards shall at a minimum meet the requirements of federal and

state all 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 or immediately adjacent to the Property.

Section Seventeen. Disposition of Trash and other Debris. Trash, garbage, or other waste shall be kept only in sanitary containers. No owners 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 container shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, 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 ARB. During the course of construction and it shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction 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.

Section Eighteen. 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, collars, or storage piles shall be walled in to conceal them from the view of the 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 structural 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, and any replacement thereof, or as are authorized and approved by the ARB.

Section Nineteen. 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 commercial 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 Walnut Farms Subdivision shall be absolutely liable to each and all other Owners, their family members, invitees, lessees, renters and contract purchasers, and their respective 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.

Section Twenty. 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 any Lot.

Section Twenty-one. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the land shown on the Plats of Walnut Farms Subdivision shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section Twenty-two. Changing Elevations. No Owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots.

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

Section Twenty-four. Easements. In addition to those easements shown on the Plats, and not as any limitation thereof, 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 ten (10) feet in width, parallel and contiguous with the rear or back property line of each Lot, and along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the front property 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. The within reserved side lot easements consist of a strip of land ten (10') feet in width, five (5') feet on either side of the rear and side Lot lines, and may be encompassed within larger easements of record. 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 direction or flow of drainage channels in such easements. The easement area of such 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 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 conditions of use of the easement of each Lot. Such agreement, shall upon execution, be filed with the Office of the Clerk of Court for Dorchester County and shall without the necessity of further actions, constitute an amendment of these Covenants by the Developer and become a part 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.

Section Twenty-five. 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 limitation, the seeding, watering, and mowing of all lawns, including any portion of the owner's lot which is designated as "swale easement" on recorded subdivision plats and any provision contained on said recorded subdivision plat

contrary to this Paragraph is void, the pruning and cutting of all tress 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.

Section Twenty-six. Lot Maintenance. After six (6) months from the sale of any lot by Developer, if construction has not yet begun, Developer reserves the right to impose a lot maintenance fee in an amount not to exceed Twenty-five (\$25.00) Dollars per month. Such lot maintenance fee shall be due within thirty (30) days after a bill for such fee is mailed to the owner, and any unpaid fee shall become a lien upon the land and enforceable in the same manner as the annual assessment applicable to all lots in Walnut Farms Subdivision.

Section Twenty-seven. Use of Sample Houses. The Developer, during such time as it shall continue to be the owner of any Lot shown upon the Plats of Phase I of Walnut Farms Subdivision, may use its Lot or Lots for the purpose of building thereon a sample house or sample houses, and/or sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses. The Developer may disseminate sales information to the public in Walnut Farms. Such activities shall not be construed as a violation of the residential provision of these Covenants.

Section Twenty-Eight. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any

Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

Section Twenty-Nine. 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 ARB.

Section Thirty. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

Section Thirty-one. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizer, pesticides, or herbicides other than those approved by the ARB 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 any government agency, such as the Food and Drug Administration, for the purpose intended.

Section Thirty-two. 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 animals, 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. No nuisance shall be permitted or maintained upon any portion of the Property.

Section Thirty-three. Parking Restrictions and Use of Garages. No automobiles shall be parked or left on any street overnight or on any property shown on the Plats of Phase I of Walnut Farms Subdivision other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering or exiting.

Section Thirty-four. Other Vehicle and Trailer Parking. No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat trailer, school bus, truck, (other than "vans" or "Pick-ups" of less than one-half ton) or other commercial vehicles shall be brought upon or habitually parked overnight, whether on any street, or any Lot, or on any other Property unless such area has been designated for such purpose by the ARB. 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 contractor during actual construction in Phase I of Walnut Farms Subdivision.

Section Thirty-five. Documents. All papers and

instruments required to be filed with or submitted to the Developer, the Association, or the ARB shall be delivered personally or sent by Certified Mail, Return Receipt Requested, c/o Walnut Farms, Inc., or its designee, at its office located at 7455 Cross County Road, North Charleston, South Carolina, 29418, or to such other address as the Developer or Association may specify.

Section Thirty-six. Applicability. The foregoing restrictions, conditions, easements, and covenants are not applicable to any lands owned by the Owner in Dorchester County or elsewhere, other than Lots as shown on the Plat of Phase I of Walnut Farms Subdivision, and to those Lots that may, from time to time as hereinafter, provided, be made subject to these Restrictive Covenants by Supplementary Declaration.

Section Thirty-seven. Violation. If any person, firm or corporation shall violate or attempt to violate any provision of these Covenants, it shall be lawful for any person, firm, or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association Board determines that any provision of these Covenants has been

violated, the Association Board, may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled, including but not limited to any remedies set forth herein.

The Developer, after having given fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner, then the Developer can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

Section Thirty-eight. Severability. Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Restrictive Covenants, which will remain in full force and effect.

Section Thirty-nine. Relocation of Streets and Revision of the Plat. The Developer reserves the right unto itself, its successors and assigns, to relocate, open, or close streets show upon the recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension, and locations of Lots, and these restrictions shall be applicable to resulting Lots: provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any Lot value, as shall

be determined by the Federal Housing Administration, and no Lot sold prior to such revision shall be deprived of access from the streets of the subdivision, and, provided, further, that no Lot shall have any area less than the smallest Lot shown on said recorded subdivision Plat.

Section Forty. Duration and Amendment. These Covenants bind all persons claiming any interest in the land and run with the land for a period of Thirty (30) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have One (1) vote among them) of Lots has been recorded terminating the Covenants.

Amendment shall be by a written instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Developer shall having one (1) vote for each Lot it owns:, provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the Office of the Register of Mesne Conveyance of Dorchester County.

WITNESS WHEREOF, Walnut Farms of Summerville, Inc. has caused these presents to be executed this 23rd day of March, 1988.

Signed, sealed and delivered Walnut Farms of Summerville, Inc.

In the presence of:

Hebra J. Ward
R. David Chad

Kenneth Mullinoy
President
Kenneth Mullinoy

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

Personally appeared before me the undersigned witness who, on oath, says that s/he saw the within names Walnut Farms of Summerville by Kermit Mullinax, its President sign the within Covenants, and K. Allen Mullinax, 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 the other witness witnessed the execution thereof.

Debra Swan

SWORN to before me this the 23rd day of March, 1988.

R. David Clark
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/24/97

R. David Clark, Atty
2050 Spalding Drive Unit 2-A
N. Char. S.C. 29418

STATE OF SOUTH CAR
DORCHESTER CO.

Filed for record 9:18 A. 24th
day of March 1988, and recorded
in book 1226 page 276

M. Arge R. Carr
Clerk of Court



15.00

3119

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Walnut Farms of Summerville, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, County of Dorchester, State of South Carolina, which is more particularly described as:

"Plat showing Phase I, Walnut Farms Subdivision, A 35.651 Acre Tract of Land, A Portion of Tact "A", Property of Walnut Farms, Inc." made by Andrew C. Gillette, registered surveyor, dated November 10, 1987, and recorded in the Clerk's Office for Dorchester County, in Plat Cabinet F, Page 330. Said Plat is incorporated herein by reference and hereinafter referred to as the "Plat". The lots shown on the Plat are in the following lettered blocks and are numbered as shown below:

BLOCK	LOT
A	1 - 11
B	1 - 6
F	1 - 11
G	1

MAR 21 9 18 AM '88
 FILED RECORDED
 MARSHALL A. JAY
 CLERK OF COURTY
 DORCHESTER COUNTY

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

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DEFINITIONS

Section 1. "Association" shall mean and refer to Walnut Farms Home Owner Association, Inc., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Walnut Farms of Summerville, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Section 1. (a) Existing Property. The real property which is and shall be owned, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dorchester County, South Carolina and is more particularly described as follows:

"Plat showing Phase I, Walnut Farms Subdivision, A 35.651 Acre Tract of Land, A Portion of Tact "A", Property of Walnut Farms, Inc." made by Andrew C. Gillette, registered surveyor, dated November 10, 1987, and recorded in the Clerk's Office for Dorchester County, in Plat Cabinet F, Page 330. Said Plat is incorporated herein by reference and hereinafter referred to as the "Plat". The lots shown on the Plat are in the following lettered blocks and are numbered as shown below:

<u>BLOCK</u>	<u>LOT</u>
A	1 - 11
B	1 - 6
F	1 - 11
G	1

The property heretofore described shall hereinafter be referred to as the existing property.

(b) Only the real estate described in subparagraph (a) of this Section is hereby made subject to this Declaration. No other real estate, including specifically, but not by way of limitation, the following real estate, is made subject to this Declaration:

(1) any and all property shown on the plat heretofore referred to as being within the right of way of streets or roads;

(2) those tracts or parcels of land which may be shown on the plat as proposed recreation area or for utility purposes.

Section 2. Additions. Real estate other than the existing property may be made subject to this Declaration as follows:

(a) The developer shall have the right, in its sole discretion (exercisable from time to time by filing for record a Supplementary Declaration or Declarations of Covenants and Restrictions as described in subparagraph (c) of this Section) to subject to this Declaration other real estate owned by it; provided, however, that the Developer shall not be obligated to subject any of its other real estate to this Declaration, and provided further, that if the Developer elects not to subject other real estate owned by it, or any part thereof, to this Declaration, in improving and developing said real estate or the part not subjected to this Declaration, the Developer shall not be obligated to impose covenants and restrictions on the real estate or the part not subjected to this Declaration the same as or similar to the covenants and restrictions of this Declaration. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, the Declaration does not create any charge, lien or any other encumbrance or

restriction on other real estate, not specifically described herein, or affect in any way the title to said real estate. Said real estate or any part thereof may be subjected to this Declaration only by the filing of a Supplementary Declaration as described in subparagraph (c) of this Section.

(b) Subject to subparagraph (a) hereinabove, upon approval in writing of the ARB pursuant to a vote of its members, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the ARB, any file for record a Supplementary Declaration of Covenants and Restrictions, as described in subparagraph (c) of this Section.

(c) The additions authorized under subparagraph (a) and (b) of this Section shall be made by filing for record a Supplementary Declaration of Covenants and Restrictions with respect to the property to be subjected to this Declaration, which Supplementary Declaration shall extend the covenants and restrictions of this Declaration to such property and shall subject the owners of such property to the covenants and restrictions contained therein. Such Supplementary Declaration may contain such complementary modifications of the covenants and restrictions of this Declaration and such other complementary additional provisions as may be necessary to reflect the different character, if any, of such property. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions hereby made applicable to the existing property.

(d) Upon filing such Supplementary Declaration, the owner

or owners of such property shall become members of the ARB, and such owners, and their successors in title, shall thereby acquire with respect to such property the rights and privileges granted herein to members of the ARB, and such property shall be subject to and protected by the terms and provisions of this Declaration.

(e) Pursuant to a merger or consolidation of the ARB, pursuant to the laws of South Carolina, the ARB's properties, rights and obligations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the ARB. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the existing property and such other properties as may be subjected to this Declaration pursuant to the provisions of subparagraphs (a), (b) and (c) of this Section, together with the covenants and restrictions which either the merging corporation, or corporations, or the surviving or consolidated corporation was, or were, otherwise entitled to administer; provided, however, that no such merger or consolidation shall effect any revocation, change or addition to the covenants and restrictions made applicable by this Declaration to the existing property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to

every Lot, subject to the following provisions: VOL 606 263

(a) the right of the Associations\ to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of

voting membership:

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1990.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual

and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors entitle unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members

who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be

held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment provided for herein shall commence until such time as determined by the Board of Directors of the Association, but in no event not later than January 1, 1989. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner

may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and locations within thirty (30) days

after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

These Covenants bind all persons claiming any interest in the land and run with the land for a period of Thirty (30) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have One (1) vote among them) of Lots has been recorded terminating the Covenants.

Amendment shall be by a written instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each Lot it owns:, provided, however, that the

proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the Office of the Register of Mesne Conveyance of Dorchester County.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declaration herein, has hereunto set its hand and seal this 23rd day of MARCH, 1988.

Debra J. Evans

R. David Choud

Kenneth Muller
Declarant

By: President

K. Ann Muller
By: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

Personally appeared before me the undersigned witness, who, on oath, says that s/he saw the within names Walnut Farms of Summerville by Kermit Mullinax, its President sign the within Covenants, and K. Allen Mullinax, 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 the other witness witnessed the execution thereof.

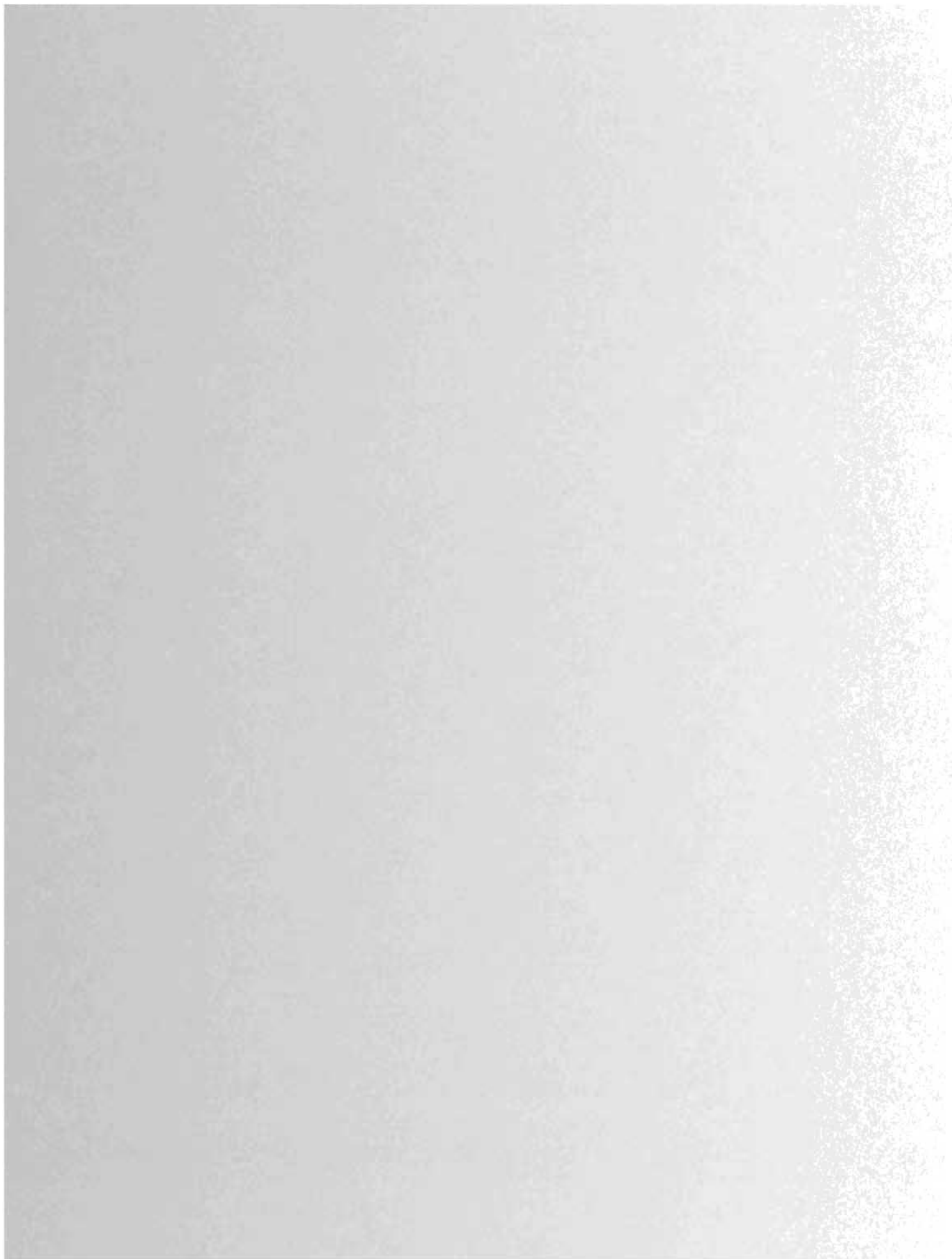
Reba I. Cross

SWORN to before me this the 23rd day of March, 1988.

R. David Chard
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/24/97

R. David Chard, Atty.
2050 Spalding Dr. Unit-2-A
N. Chas. S.C. 29418

STATE OF SOUTH CAR
DORCHESTER CO.
9:18 A - 24th
day of March 1988
In book ... b.p.h. page 257
... Margie K. Carn...
Clerk of Court



400

04329

BOOK 608 PAGE 304

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER) RESTRICTIVE COVENANTS FOR LOT 10,
 BLOCK F, WALNUT FARMS, PHASE I

WHEREAS, Walnut Farms of Summerville, Inc. (hereinafter called "Developer") conveyed to Sunbelt Homes, a South Carolina General Partnership (hereinafter called "Sunbelt"), that certain lot of land known as Lot 10, Block F, Walnut Farms, Phase I, Dorchester County, South Carolina, by deed dated February 25, 1988 and recorded in the Office of the Clerk of Court for Dorchester County in Deed Book 604, page 580; and,

WHEREAS, subsequent to the conveyance of the referenced property, the Developer imposed certain Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988, and recorded in Book 606, page 236, on Lots 1 through 11, Block A; Lots 1 through 6, Block B; Lots 1 through 11, Block F, and Lot 1, Block G, Phase I of Walnut Farms as shown on plat of the subdivision entitled "Plat Showing Phase I Walnut Farms Subdivision, A 35.651 Acre Tract of Land, a Portion of Tract "A", Property of Walnut Farms, Inc.", made by Andrew C. Gillette, dated November 10, 1987, and recorded in the aforesaid records in Plat Cabinet F, Slide 330; and,

WHEREAS, subsequent to the conveyance of the referenced property, the Developer imposed certain Declaration of Covenants, Conditions and Restrictions, dated March 23, 1988, and recorded in Book 606, page 257, on Lots 1 through 11, Block A; Lots 1 through 6, Block B; Lots 1 through 11, Block F, and Lot 1, Block G, Phase I of Walnut Farms as shown on plat of the subdivision entitled "Plat Showing Phase I Walnut Farms Subdivision, A 35.651 Acre Tract of Land, a Portion of Tract "A", Property of Walnut Farms, Inc.", made by Andrew C. Gillette, dated November 10, 1987, and recorded in the aforesaid records in Plat Cabinet F, Slide 330; and,

WHEREAS, it is the desire of Sunbelt to impose said Restrictive Covenants as recorded in Book 606, page 236, and Declaration of Covenants, Conditions and Restrictions as recorded in Book 606, page 257, on the property owned by it known as Lot 10, Block F, Walnut Farms, Phase I, Dorchester County, South Carolina. NOW THEREFORE,

APR 22 10 43 AM '88

FILED-RECORDED
 MARGA K. CLARK
 CLERK OF COURT
 DORCHESTER COUNTY

STATE OF SOUTH CAR
 DORCHESTER CO.

Filed for record 10:43 AM this 22nd
 day of APR 1988 and recorded
 in book ... 608 page 304...
 Marga K. Clark
 Clerk of Court

CHELLIS AND MORTIMER, P.A.
 P. O. Box 430
 150 East 1st Street North
 Summerville, S. C. 29403

KNOW ALL MEN BY THESE PRESENTS that Sunbelt Homes, a South Carolina General Partnership, consents to Developer's imposing on Lot 10, Block F, Walnut Farms, Phase I, . Dorchester County, South Carolina, those certain Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988, and recorded in the Office of the Clerk of Court for Dorchester County in Book 606, page 236, and further consents to Developer's imposing on said lot Declaration of Covenants, Conditions and Restrictions, dated March 23, 1988, and recorded in Book 606, page 257.

WITNESS its Hand and Seal this 14TH day of April, 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SUNBELT HOMES, a South Carolina
General Partnership

Annette J. Wagner
Witness

By: [Signature]
Marvin Dean Jackson, Partner

Donna L. Stabler
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Sunbelt Homes, a South Carolina General Partnership, by Marvin Dean Jackson, its Partner, sign the within instrument and seal said instrument and as its act and deed deliver the same, and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

Annette J. Wagner
Witness

SWORN to before me this
14TH day of April, 1988

Donna L. Stabler
Notary Public for South Carolina,
My Commission Expires: 7/25/91

500

STATE OF SOUTH CAROLINA)
) 04858
COUNTY OF DORCHESTER) AGREEMENT

May 5 1 46 PM '88
FILED-RECORDED
MARCO M. GARY
CLERK OF COURT
VOL 609 PAGE 217

WHEREAS, Walnut Farms of Summerville, Inc., imposed certain Restrictive Covenants on Phase I of Walnut Farms Subdivision, located in Dorchester County, South Carolina, which Restrictive Covenants were recorded in the Office of the Clerk of Court for Dorchester County in Deed Book 606 at Page 236; and

WHEREAS, Walnut Farms of Sumerville, Inc., filed its Declaration of Covenants, Conditions and Restrictions, encumbering the same lots subject to the aforesaid Restrictive Covenants, said Declaration of Covenants, Conditions and Restrictions being recorded in the Office of the Clerk of Court for Dorchester County in Deed Book 606 at Page 257; and

WHEREAS, three (3) of the lots subject to said Restrictive Covenants and said Declaration of Covenants, Conditions and Restrictions were sold prior to the recording of both documents and the purchasers of said three (3) lots desire to impose the same Restrictive Covenants and Declaration of Covenants, Conditions and Restrictions to those lots which they purchased;

NOW, THEREFORE, Mullinax & Hill Homes, Inc., the purchaser of Lot 3, Block A, Walnut Farms Subdivision and the purchaser of Lot 8, Block F, Walnut Farms Subdivision, and Sunbelt Homes, a Partnership, the purchaser of Lot 10, Block F, Walnut Farms Subdivision, do hereby agree that the lots which they have purchased will henceforth be subject to the aforesaid Restrictive Covenants and the Declaration of Covenants, Conditions and Restrictions, with the same force and effect as if said lots were

subject to the original documents. This Agreement shall run with the land and shall be binding on the undersigned, together with the purchasers and all future owners of said lots. Said lots shall be held, sold and conveyed subject to the provisions of the Restrictive Covenants recorded in Deed Book 606 at Page 236 and the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 606 at Page 257.

Walnut Farms of Summerville, Inc., declarant under the aforesaid documents, joins in the execution of this document to indicate its consent.

WITNESS:

[Signature]
Kabiri Cope

MULLINAX & HILL HOMES, INC.

BY: [Signature]
ITS: President

[Signature]
Kabiri Cope

SUNBELT HOMES, A PARTNERSHIP

BY: [Signature]
ITS: Partner

[Signature]
Kabiri Cope

WALNUT FARMS OF SUMMERVILLE, INC.

BY: [Signature]
ITS: President

STATE OF SOUTH CAR
DORCHESTER CO.

Filed for record 1:40 P.M. this 21
day of May 19 88 and recorded
in book 609 page 218
[Signature]
Clerk of Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) PROBATE

Personally appeared before me K. Alan Mullinax, who, on oath, says that s/he saw the within named MULLINAX & HILL HOMES, INC., by M. Stephen Hill its President, sign the within Agreement, and the said Corporation, by said officers, seal said Agreement, and, as its act and deed, deliver the same, and that s/he with Kathi Cope witnessed the execution thereof.

K. Alan Mullinax

SWORN to before me this 24th day of April, 1988.

Kathi Cope
Notary Public for South Carolina
My Commission Expires: by Commission Expires August 30, 1995

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE VOL 609 PAGE 220

Personally appeared before me Kermit Mullinax, who, on oath, says that s/he saw the within named SUNBELT HOMES, A PARTNERSHIP, by D. Sherwood, its Partner, sign the within Agreement, and the said Corporation, by said officers, seal said Agreement, and, as its act and deed, deliver the same, and that s/he with Kathi Cope witnessed the execution thereof.

Kermit Mullinax

SWORN to before me this 21st day of April, 1988.

Kathi Cope
Notary Public for South Carolina
My Commission Expires My Commission Expires August 30, 1995

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

Personally appeared before me Deborah S. Christenson who, on oath, says that s/he saw the within named WALNUT FARMS OF SUMMERVILLE, INC., by Kermit Mullinax, its President, sign the within Agreement, and the said Corporation, by said officers, seal said Agreement, and, as its act and deed, deliver the same, and that s/he with Kathi Cope witnessed the execution thereof.

Deborah S. Christenson

SWORN to before me this 21st day of April, 1988.

Kathi Cope

Notary Public for South Carolina
My Commission Expires: My Commission Expires August 30, 1995

*The Bell Law Firm
2050 Spalling Dr.
Executive Park Suite 2-A
N. Charleston, SC 29418*

4.00

0:1549

BOOK 608 PAGE 502

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
RESTRICTIVE COVENANTS APPLICABLE
TO PHASE II OF WALNUT FARMS SUBDIVISION

APR 28 10 15 AM '88
FILED-RECORDED
DORCHESTER COUNTY

TO ALL WHOM THESE PRESENTS SHALL CONCERN, WALNUT FARMS OF SUMMERSVILLE, INC. (hereinafter called Walnut Farms) SENDETH GREETINGS:

WHEREAS, Walnut Farms is the owner and developer of a tract of land known as Walnut Farms Subdivision and, by instrument dated March 23, 1988, and recorded in Book 606, page 236, Dorchester County records, impressed certain restrictive covenants and easements upon Lots as shown on Plat of record in the Clerk of Court's Office for Dorchester County in Plat Cabinet F, page 330; and,

WHEREAS, Walnut Farms is now developing certain other lots in Walnut Farms Subdivision and desires to impress restrictive covenants and easements upon said lots; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Walnut Farms, Phase II, a 39.186 Acre Tract, a Portion of Tract 'A', Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated April 14, 1987, revised March 21, 1988 and recorded in the Clerk of Court's Office for Dorchester County in Plat Cabinet G, slide 8; and those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Walnut Farms Subdivision, Phase II, a 22.938 Ac. Tract, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated March 17, 1988 and recorded in the Clerk of Court's Office for Dorchester County in Plat Cabinet G, slide 7, are hereby made subject to those certain Restrictive Covenants Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988, and recorded in the Clerk of Court's Office for Dorchester County in Book 606, page 236.

Moreover, reference within said restrictive covenants to the term "the plat herein referred" shall be deemed to mean and refer to the Plat referred to in this document.

STATE OF SOUTH CAR
DORCHESTER CO.

Filed for record 10:15 A.M. this day of Apr 19 88 and recorded in book 608 page 502
D. M. ... Clerk of Court

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by Walnut Farms of Summerville, Inc. this 26th day of April, 1988.

SIGNED, SEALED AND DELIVERED

WALNUT FARMS OF SUMMERVILLE, INC.

Shirwood Mullinax
Witness

By: Kermit Mullinax
Kermit Mullinax, Jr., President

James H. Ch...
Witness

By: K. Alan Mullinax
K. Alan Mullinax, Secretary/Treasurer

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Grantor sign the within instrument, and seal said instrument, and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.

Shirwood Mullinax
Witness

SWORN TO before me this
26th day of April, 1988.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9/15/94

Ret:
Chellis, Mortimer, & Frampton
P.O. Box 430
S. Will, S.C.
29483

4.00

APR 28 10 15 AM '88

04550

FILED-RECORDED
MARGIE K. DARR
CLERK OF COURT
DORCHESTER COUNTY

EVOL 608 PAGE 504

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS APPLICABLE TO PHASE II
OF WALNUT FARMS SUBDIVISION

TO ALL WHOM THESE PRESENTS SHALL CONCERN, WALNUT FARMS OF SUMMERVILLE, INC. (hereinafter called Walnut Farms) SENDETH GREETINGS:

WHEREAS, Walnut Farms is the owner and developer of a tract of land known as Walnut Farms Subdivision and, by instrument dated March 23, 1988, and recorded in Book 606, page 257, Dorchester County records, impressed certain Declaration of Covenants, Conditions and Restrictions upon Lots as shown on Plat of record in the Clerk of Court's Office for Dorchester County in Plat Cabinet F, page 330; and,

WHEREAS, Walnut Farms is now developing certain other lots in Walnut Farms Subdivision and desires to impress restrictive covenants and easements upon said lots; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Walnut Farms, Phase II, a 39.186 Acre Tract, a Portion of Tract 'A', Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated April 14, 1987, revised March 21, 1988 and recorded in the Clerk of Court's Office for Dorchester County in Plat Cabinet G, slide 8; and those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Walnut Farms Subdivision, Phase II, a 22.938 Ac. Tract, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated March 17, 1988 and recorded in the Clerk of Court's Office for Dorchester County in Plat Cabinet G, slide 7, are hereby made subject to those certain Declaration of Covenants, Conditions and Restrictions, dated March 23, 1988, and recorded in the Clerk of Court's Office for Dorchester County in Book 606, page 257.

Moreover, reference within said restrictive covenants to the term "the plat herein referred" shall be deemed to mean and refer to the Plat referred to in this document.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by Walnut Farms of Summerville, Inc. this 26th day of April, 1988.

SIGNED, SEALED AND DELIVERED

WALNUT FARMS OF SUMMERVILLE, INC.

Harold Miller

 Witness

By: *Kenneth Mullinax*

 Kenneth Mullinax, Jr., President

John E. Clark

 Witness

By: *K. Alan Mullinax*

 K. Alan Mullinax, Secretary/Treasurer

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Grantor sign the within instrument, and seal said instrument, and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.

Harold Miller

 Witness

SWORN TO before me this
 26th day of April, 1988.

John E. Clark

 Notary Public for South Carolina
 My Commission Expires: *7/15/92*

Ret:
Chick's, Mortimer & Frampton
attorneys at law
P.O. Box 430
Summerville, S.C.
29483

STATE OF SOUTH CAROLINA
 DORCHESTER CO.

Filed for record *10:15 AM* this *27th*
 day of *Apr.* 19 *88* and recorded
 in book *608* page *504*
Orange S. Cass
 Clerk of Court

16-20

10947

STATE OF SOUTH CAROLINA }
COUNTY OF DORCHESTER }

SUPPLEMENTARY DECLARATION OF
COVENANTS AND AMENDMENT TO RESTRICTIVE
COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that WALNUT FARMS OF SUMMERSVILLE, INC., as the owner of that certain property located in Dorchester County, State of South Carolina, shown and designated on that certain plat entitled "PLAT SHOWING WALNUT FARMS II SUBDIVISION, PHASE 1A, 25.406 ACRE TRACT, PROPERTY OF WALNUT FARMS, INC. LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Surveying, Inc., dated July 25, 1990 and recorded in the RMC Office for Dorchester County in Plat Book H, Page 38, desires to impress certain restrictive covenants upon said property, and hereby covenant and agree as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons who shall hereafter purchase lots in said subdivision, their successors, heirs and assigns, as follows:

That the Restrictive Covenants executed on March 23, 1980 by Walnut Farms of Summersville, Inc. and recorded in the RMC Office for Dorchester County in Book 606, Page 235, shall be imposed upon the property delineated on that certain plat entitled: "PLAT SHOWING WALNUT FARMS II SUBDIVISION, PHASE 1A, 25.406 ACRE TRACT, PROPERTY OF WALNUT FARMS, INC. LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Surveying, Inc. dated July 25, 1990 and recorded in the R.M.C. Office for Dorchester County in Plat Book H at Page 38 under the identical terms and conditions except as follows:

Section Six (b) is amended to read as follows:

(b) Swimming Pools. Swimming pools shall not be located nearer than ten (10) feet to any lot line (and must be located to the rear of the main dwelling), shall not project with their coping more than two (2) feet above the established grade of the lot, and must be screened from view from any street, pursuant to Section Six (c).

Section Seven is amended to read as follows:

Enclosed Dwelling Area Requirements. No residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with a minimum of Two Thousand Five Hundred (2500) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches and the like areas.

In all other respect said Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, WALNUT FARMS OF SUMMERSVILLE, INC. has caused these presents to be executed in its name by Kermit Mullinax, Jr., its President and K. Alan Mullinax, its Secretary/Treasurer this _____ day of August, 1990.

IN THE PRESENCE OF:

[Signature]

WALNUT FARMS OF SUMMERSVILLE, INC.
[Signature]
KERMIT MULLINAX, JR., PRESIDENT

[Signature]

[Signature]
K. ALAN MULLINAX, SECRETARY/TREASURER

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and upon being duly sworn, deposes and says that he/she saw the within named WALNUT FARMS OF SUMMERSVILLE, INC. by KERMIT MULLINAX, JR., President and K. ALAN MULLINAX, Secretary/Treasurer, sign, seal and deliver the within written instrument and that he/she with the other witness witness the execution thereof.

FILED-RECORDED

SWORN TO BEFORE ME THIS
9th day of August, 1990
[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/28/99

SEP 18 2 45 PM '90
JOHN G. SOUTHERLAND
REGISTER
MESNE CONVEYANCES
DORCHESTER COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 18
day of Sept 1990
at 2:45 PM and recorded
in book 793 page 56
JOHN G. SOUTHERLAND
REGISTER OF MESNE CONVEYANCES

16.00

30820

STATE OF SOUTH CAROLINA) SUPPLEMENTARY DECLARATION OF
COUNTY OF DORCHESTER) COVENANTS AND AMENDMENT TO
RESTRICTIVE COVENANTS

WHEREAS, by Supplementary Declaration of Covenants and Amendment to Restrictive Covenants dated August 9, 1990, and recorded September 18, 1990, in the R.M.C. Office for Dorchester County in Book 793 at Page 56, Walnut Farms of Summerville, Inc. did impress the Restrictive Covenants applicable to Phase I of Walnut Farms Subdivision as recorded in Book 606 at Page 236 of the R.M.C. Office for Dorchester County upon Walnut Farms II Phase 1A.

WHEREAS, section II of the Restrictive Covenants as recorded in Book 606 at Page 236 provides that each owner of any lot shall be deemed to covenant and agree to all the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Walnut Farms Homeowners Association, Inc. as recorded with the Clerk of Court for Dorchester County, South Carolina; and

WHEREAS, some question has arisen concerning the application of the Declaration of Covenants, Conditions and Restrictions recorded in Book 606 at Page 257 upon Walnut Farms II to Phase 1A; and

WHEREAS, the intent of this Supplementary Declaration of Covenants and Amendment to Restrictive Covenants is to confirm that the Declaration of Covenants, Conditions and Restrictions as recorded in Book 606 at Page 257 of the R.M.C. Office for Dorchester County, South Carolina, apply and are imposed upon property known generally as Walnut Farms II, Phase 1A.

KNOW ALL MEN BY THESE PRESENTS, that WALNUT FARMS OF SUMMERVILLE, INC., as the owner of that certain property located in Dorchester County, State of South Carolina, shown and designated on that certain plat entitled "PLAT SHOWING WALNUT FARMS II SUBDIVISION, PHASE 1A, 25.406 ACRE TRACT, PROPERTY OF WALNUT FARMS, INC. LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Surveying, Inc., dated July 25, 1990, and recorded in the RMC Office for Dorchester County in Plat Book H, Page 38, desires to impress certain restrictive covenants upon said property, and hereby covenant and agree as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons who shall hereafter purchase lots in said subdivision, their successors, heirs and assigns, as follows:

That the Declaration of Covenants, Conditions and Restrictions executed on March 23, 1988 by Walnut Farms of Summerville, Inc. and recorded in the RMC Office for Dorchester County in Book 606, Page 257, shall be imposed upon the property delineated on that certain plat entitled: "PLAT SHOWING WALNUT FARMS II SUBDIVISION, PHASE 1A, 25.406 ACRE TRACT, PROPERTY OF WALNUT FARMS, INC. LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Surveying, Inc. dated July 25, 1990 and recorded in the RMC Office for Dorchester County in Plat Book H at Page 38 under the identical terms and conditions.

FILED-RECORDED

JAN 21 9 36 AM '92

JCH

IN WITNESS WHEREOF, WALNUT FARMS OF SUMMERVILLE, INC. has caused these presents to be executed in its name by Kermit Mullinax, Jr., its President and K. Alan Mullinax, its Secretary/Treasurer this 31st day of October, 1991.

IN THE PRESENCE OF:

Debra Michelle Robinson

Kalei Cope

WALNUT FARMS OF SUMMERVILLE, INC.

Kermit Mullinax, Jr.

KERMIT MULLINAX, JR., PRESIDENT

K. Alan Mullinax

K. ALAN MULLINAX, SECRETARY/TREASURER

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and upon being duly sworn, deposes and says that (s)he saw the within named WALNUT FARMS OF SUMMERVILLE, INC. by KERMIT MULLINAX, JR., PRESIDENT and K. ALAN MULLINAX, SECRETARY/TREASURER, sign, seal and deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

Debra Michelle Robinson

SWORN to before me this 31st
day of October, 1991.

Kalei Cope
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES Aug 30, 1995

11/10/1991/10/31/1991

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
Fees for Record Fee 215⁰⁰
City of Summerville 19 92
at 9:30 A.M. and recorded
in Book 940 Page 263
L. G. BOUTWELL
REGISTER OF DEEDS

let.

BUIST, MOORE, SMYTHE & MCGEE
TRIUMPH NORTHWOOD OFFICE BUILDING
7301 RIVERS AVENUE
NORTH CHARLESTON, S.C. 29418

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)

RESTRICTIVE COVENANTS APPLICABLE
 TO WALNUT FARMS II, PHASE IB

TO ALL WHOM THESE PRESENTS SHALL CONCERN, WALNUT FARMS OF SUMMERVILLE, INC. (hereinafter called Walnut Farms) SENDETH GREETINGS:

WHEREAS, Walnut Farms is the owner and developer of a tract of land known as Walnut Farms II and, by instrument dated March 23, 1988, and recorded in Book 606, page 236, Dorchester County records, impressed certain restrictive covenants and easements upon lots as shown on Plat of record in the Clerk of Court's Office for Dorchester County in Plat Cabinet F, page 330; and,

WHEREAS, by instrument dated August 9, 1990 and recorded in the RMC Office for Dorchester County in Book 793, page 56, said restrictions were amended and were also impressed on lots in Walnut Farms II Subdivision, Phase 1A, said lots being shown on plat recorded in Plat Cabinet H, slide 38; and,

WHEREAS, Walnut Farms is now developing certain other lots in Walnut Farms II Subdivision and desires to impress restrictive covenants and easements upon said lots; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Lots 18-21, Block "F", Lot 2, Block "H", and Lot 1, Block "J", Walnut Farms II Subdivision, Phase 1B, A 9.928 Acre Tract, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated July 11, 1991, and recorded in the RMC Office for Dorchester County in Plat

FILED-RECORDED

OCT 1 10 55 AM '91

JOHN...
 DEPT. OF...
 SUMMERVILLE, SC

0.50

Chellis, Mortimer & Frampton
 118 East Richardson Avenue
 P.O. Box 430
 Summerville, SC 29484

Cabinet H, slide 205; and those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Lot 3, Block "H", Lots 1 & 2, Block "J", Walnut Farms II Subdivision, Phase 1B, a 5.395 Ac. Tract of Land, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated September 5, 1991, and recorded in the RMC Office for Dorchester County in Plat Cabinet H, slide 219, are hereby made subject to those certain Restrictive Covenants Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988, and recorded in the RMC Office for Dorchester County in Book 606, page 236, as amended by instrument recorded in Book 793, page 56.

Moreover, reference within said restrictive covenants to the term "the plat herein referred" shall be deemed to mean and refer to the Plats referred to in this document.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by Walnut Farms of Summerville, Inc. this 25th day of September, 1991.

SIGNED, SEALED AND DELIVERED

WALNUT FARMS OF SUMMERVILLE, INC.

Donna R. Hable

Witness

By: Kermit Mullinax, Jr.
Kermit Mullinax, Jr., President

James E. Curran

Witness

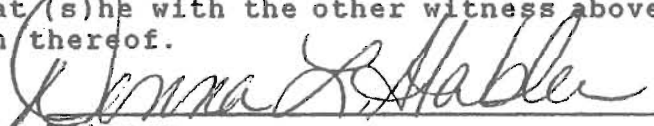
By: K. Alan Mullinax
K. Alan Mullinax,
Secretary/Treasurer

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 1st
day of Oct 1991
at 10:55 a. M and recorded
in book 903 page 302
JOHN G. SOUTHERLAND
REGISTER OF MESNE CONVEYANCES

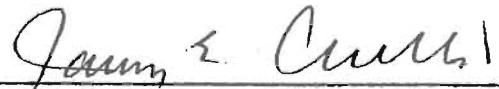
Book 903 Pg. 504

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF DORCHESTER)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Walnut Farms of Summerville, Inc., by and through its appropriate officers, sign the within instrument, and seal said instrument, and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.


Witness

SWORN TO before me this
25th day of September, 1991.


Notary Public for South Carolina
My Commission Expires: 9/15/97

FILED-RECORDED

26090

OCT 1 10 55 AM '91

BOOK 903 PAGE 305

JOHN W. ...
MISSISSIPPI ...
RECORDS ...

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WALNUT FARMS II, PHASE 1B

TO ALL WHOM THESE PRESENTS SHALL CONCERN, WALNUT FARMS OF SUMMERVILLE, INC. (hereinafter called Walnut Farms) SENDETH GREETINGS:

WHEREAS, Walnut Farms is the owner and developer of a tract of land known as Walnut Farms II and, by instrument dated March 23, 1988, and recorded in Book 606, page 257, Dorchester County records, impressed certain covenants, conditions and restrictions lots as shown on Plat of record in the Clerk of Court's Office for Dorchester County in Plat Cabinet F, page 330; and,

WHEREAS, Walnut Farms is now developing certain other lots in Walnut Farms II Subdivision and desires to impress covenants, conditions and restrictions upon said lots; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Lots 18-21, Block "F", Lot 2, Block "H", and Lot 1, Block "J", Walnut Farms II Subdivision, Phase 1B, A 9.928 Acre Tract, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated July 11, 1991, and recorded in the RMC Office for Dorchester County in Plat Cabinet H, slide 205; and those certain lots more particularly shown and delineated on a Plat entitled "Plat Showing Lot 3, Block "H", Lots 1 & 2, Block "J", Walnut Farms II Subdivision, Phase 1B, a 5.395 Ac. Tract of Land, Property of Walnut Farms, Inc., Located in Dorchester County, South Carolina", by Andrew C. Gillette, dated

Charles Mortimer & Frampton
116 East Richardson Avenue
P.O. Box 430
Summerville, SC 29484

September 5, 1991, and recorded in the RMC Office for Dorchester County in Plat Cabinet H, slide 219, are hereby made subject to those certain Restrictive Covenants Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988, and recorded in the RMC Office for Dorchester County in Book 606, page 257.

Moreover, reference within said restrictive covenants to the term "the plat herein referred" shall be deemed to mean and refer to the Plats referred to in this document.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by Walnut Farms of Summerville, Inc. this 25th day of September, 1991.

SIGNED, SEALED AND DELIVERED WALNUT FARMS OF SUMMERVILLE, INC.

Donna L. Able
Witness

By: Kermit Mullinax, Jr.
Kermit Mullinax, Jr., President

James E. Curran
Witness

By: K. Alan Mullinax
K. Alan Mullinax,
Secretary/Treasurer

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Walnut Farms of Summerville, Inc., by and through its appropriate officers, sign the within instrument, and seal said instrument, and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.

[Handwritten Signature]

Witness

SWORN TO before me this
25th day of September, 1991.

[Handwritten Signature]

Notary Public for South Carolina
My Commission Expires: 9/15/97

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 1st
day of Oct. 1991
at 10:55 a. M and recorded
in book 903 page 305

JOHN G. SOUTHERLAND
REGISTER OF MESNE CONVEYANCES

FILED-RECORDED

50252

BOOK 1106 PAGE 074

FEB 22 9 47 AM '93

10-00

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF DORCHESTER)
)

SUPPLEMENTARY DECLARATION OF COVENANTS
 AND AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that WALNUT FARMS OF SUMMERVILLE, INC. is the owner of that certain property located in Dorchester County, State of South Carolina, shown and designated on that certain plat entitled "Plat Showing Lots 28 thru 38, Block "D", and Lots 11 thru 13, Block "J", Walnut Farms II Subdivision Phase IIA, A 15.120 Acre Tract of Land, Property of Walnut Farms of Summerville, Inc., Located in Dorchester County, South Carolina", dated March 10, 1992 by Trico Surveying, Inc., and recorded in the RMC Office for Dorchester County in Plat File Cabinet H, Slide 371, and desires to impress certain restrictive covenants upon said property, and hereby covenants and agrees as to the property shown on said plat on behalf of itself, its successors, and assigns, with all persons their successors, heirs, and assigns who shall hereafter purchase lots as shown in File Cabinet H, Slide 371, that said lots shall be applicable to the following restrictive covenants:

That the Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988 and recorded in the RMC Office for Dorchester County in Book 606, Page 236 shall be imposed upon the property delineated on that certain plat entitled: "Plat Showing Lots 28 thru 38, Block "D", and Lots 11 thru 13, Block "J", Walnut Farms II Subdivision Phase IIA, A 15.120 Acre Tract of Land, Property of Walnut Farms of Summerville, Inc., Located in Dorchester County, South Carolina", dated March 10, 1992 by Trico Surveying, Inc., and recorded in the RMC Office for Dorchester County in Plat File Cabinet H, Slide 371. under the identical terms and conditions as set forth in the Restrictions EXCEPT AS FOLLOWS:

Section Six (b) is amended to read as follows:

(b) Swimming Pools. Swimming pools shall not be located nearer than ten (10') feet to any lot line (and must be located to the rear of main dwelling), shall not project with their coping more than two (2) feet above the established grade of the Lot, and must be screened from view from any street, pursuant to Section Six (c).

In all other respects said restrictions shall remain in full force and effect.

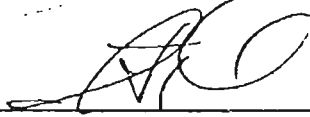
WALNUT FARMS OF SUMMERVILLE, INC., also desires to impress certain covenants, conditions, and restrictions upon the property as shown in Plat File Cabinet H, Slide 371, and hereby covenants and agrees as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons their successors, heirs, and assigns who shall hereafter purchase lots as shown in File Cabinet H, Slide 371, shall be applicable to the restrictive covenants, conditions, and restrictions.

J. STANLEY CLAYPOOLE
 100 W. FRENCH CREEK BLVD. RD.
 N. CHARLESTON, SC 29418

That the Declaration of Covenants, Conditions, and Restrictions, dated March 23, 1988 and recorded in the RMC Office for Dorchester County in Book 606, Page 257, shall be imposed upon the property delineated on that certain plat entitled: "Plat Showing Lots 28 thru 38, Block "D", and Lots 11 thru 13, Block "J", Walnut Farms II Subdivision Phase IIA, A 15.120 Acre Tract of Land, Property of Walnut Farms of Summerville, Inc., Located in Dorchester County, South Carolina", dated March 10, 1992 by Trico Surveying, Inc., and recorded in the RMC Office for Dorchester County in Plat File Cabinet H, Slide 371, under the identical terms and conditions as set forth therein.


IN WITNESS WHEREOF, WALNUT FARMS OF SUMMERVILLE, INC. has caused these presents to be executed in its name by its duly authorized officer(s), this 18th day of February, 1993.


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Lynnette D. Sheppard

WALNUT FARMS OF SUMMERVILLE, INC.



BY: KERMIT MULLINAX, JR.
ITS: PRESIDENT


BY: K. ALAN MULLINAX
ITS: SECRETARY/TREASURER

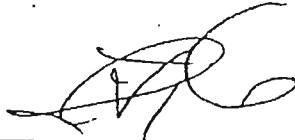
THE STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named WALNUT FARMS OF SUMMERVILLE, INC. by its duly authorized officer(s) and, sign, seal and as its act and deed, deliver the within written instrument, and that he/she with the other witness witnessed the execution thereof.

SWORN to before me this
18th day of February, 1993.



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/28/99



STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 22nd day of Feb. 1993
at 9:49 a.m. and recorded
in book 1106 page 74
REGISTERED

FILED-RECORDED 53446

1128 343

1001

APR 15 9 33 AM '93

STATE OF SOUTH CAROLINA) SUPPLEMENTARY DECLARATION OF COVENANTS
COUNTY OF DORCHESTER) AND AMENDMENT TO RESTRICTIVE COVENANTS
DORCHESTER, S.C.

KNOW ALL MEN BY THESE PRESENTS, that WALNUT FARMS OF SUMMERVILLE, INC. is the owner of that certain property located in Dorchester County, State of South Carolina, shown and designated on that certain plat entitled "Plat Showing Lots 11-19 & 33, Block "H", Lots 1-17, Block "I", and Lots 8, 9, 10, 14, & 15, Block "J", A 20.027 Acre Tract of Land, A Portion of Walnut Farms II Subdivision Property of Walnut Farms of Summerville, Inc., Located in Dorchester County, South Carolina", dated February 9, 1993 by Trico Surveying, Inc., and recorded in the RMC Office for Dorchester County in Plat File Cabinet 1, Slide 72, and desires to impress certain restrictive covenants upon said property, and hereby covenants and agrees as to the property shown on said plat on behalf of itself, its successors, and assigns, with all persons their successors, heirs, and assigns who shall hereafter purchase lots as shown in File Cabinet 1, Slide 72, that said lots shall be applicable to the following restrictive covenants:

That the Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988 and recorded in the RMC Office for Dorchester County in Book 606, Page 236 shall be imposed upon the property delineated on that certain plat entitled: "Plat Showing Lots 11-19 & 33, Block "H", Lots 1-17, Block "I", and Lots 8, 9, 10, 14, & 15, Block "J", A 20.027 Acre Tract of Land, A Portion of Walnut Farms II Subdivision Property of Walnut Farms of Summerville, Inc., Located in Dorchester County, South Carolina", dated February 9, 1993 by Trico Surveying, Inc. and recorded in the RMC Office for Dorchester County in Plat File Cabinet 1, Slide 72, under the identical terms and conditions as set forth in the Restrictions EXCEPT AS FOLLOWS:

Section Six (b) is amended to read as follows:

(b) Swimming Pools. Swimming pools shall not be located nearer than ten (10') feet to any lot line (and must be located to the rear of main dwelling), shall not project with their coping more than two (2) feet above the established grade of the Lot, and must be screened from view from any street, pursuant to Section Six (c).

In all other respects said restrictions shall remain in full force and effect.

WALNUT FARMS OF SUMMERVILLE, INC., also desires to impress certain covenants, conditions, and restrictions upon the property as shown in Plat File Cabinet 1, Slide 72, and hereby covenants and agrees as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons their successors, heirs, and assigns who shall hereafter purchase lots as shown in File Cabinet 1, Slide 72, shall be applicable to the restrictive covenants, conditions, and restrictions.

J. Stanley Claypool
2175-D Ashley Pl. S.E.
Chas, S.C. 29418

Road
lots

APR 15 9 33 AM '93

STATE OF SOUTH CAROLINA) SUPPLEMENTARY DECLARATION OF
COUNTY OF DORCHESTER) LINDA HENNING COVENANTS AND AMENDMENT TO
RESTRICTIVE COVENANTS
MESHING WITH
DORCHESTER COUNTY RECORDS

KNOW ALL MEN BY THESE PRESENTS, that Walnut Farms of Summerville, Inc., as the owner of that certain property located in Dorchester County, South Carolina, shown and designated on that certain plat entitled: "PLAT SHOWING LOTS 11-19 & 33, BLOCK "H", LOTS 1-17, BLOCK "I" AND LOTS 8, 9, 10, 14 & 15, BLOCK "J", A 20.037 ACRE TRACT OF LAND, A PORTION OF WALNUT FARMS II SUBDIVISION PROPERTY OF WALNUT FARMS OF SUMMERVILLE, INC., LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Engineering & Surveying, Inc., dated February 9, 1993 and recorded in the RMC Office for Dorchester County in Plat Cabinet I, Slide 72, and as the owner of that certain property located in Dorchester County South Carolina shown and designated on that certain plat entitled: "PLAT SHOWING LOTS 28 THRU 38, BLOCK "D" AND LOTS 11 THRU 13, BLOCK "J" WALNUT FARMS II SUBDIVISION, PHASE IIA, A 15.120 ACRE TRACT OF LAND, PROPERTY OF WALNUT FARMS OF SUMMERVILLE., LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", by Trico Surveying, Inc dated March 18, 1992 and recorded in the RMC Office for Dorchester County in Plat Cabinet H, Slide 371, desires to impress certain additional restrictive covenants upon certain lots located upon said property, and hereby covenant and agree as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons who shall hereafter purchase said lots in said subdivision, their successors, heirs and assigns, as follows:

Lots 8, 9, 10, 11, 12, 14 & 15, Block J abut and include the Walnut Farms Pond. Each lot owner purchasing such lot or lots shall own and hold such property subject to the following additional restrictions and regulations concerning the pond and related areas, and by acceptance of the deed to said lot or lots agrees and covenants to maintain his or her portion of said pond and assumes all responsibility for maintenance thereof:

- A. The obstruction of flow ways and outfall pipes, the dumping of grass clippings or any foreign substance into the pond or the taking of water from the pond system by pump or other means for any purpose is prohibited.
- B. Any alteration of the shoreline to include construction of a dock or bulkhead is prohibited.
- C. No Lot Owner shall in any way change, alter, impede, revise or otherwise interfere with flow and the volume of water, in any portion of the pond or water management and drainage area reserved for, or intended by DECLARANT to be reserved for the pond, drainage ways, sluice-ways or for the accumulation of runoff water, as reflected in any plat or instrument of records, without the specific written permission of the DECLARANT. Additionally, no structure of

J. Stanley Clay Pool
21750 Ashley Pls. Rd.
Chas., S.C. 29418

- any kind shall be constructed or erected in the aforementioned areas:
- D. An owner shall in no way deny or prevent ingress and egress by DECLARANT or its assigns to such pond, or water management and drainage areas for maintenance purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DECLARANT, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
 - E. No lot, or any portion thereof, shall be increased in size by filling in any portion of the pond, or other water retention or drainage areas on which it abuts. OWNERS shall not fill, dike, rip-rap, block, divert, or change the established boundaries of the pond, or other water retention and drainage areas that have been or may be created by the plat noted above or by easement.
 - F. The DECLARANT assumes no responsibility for injury or damages resulting from the use of the pond for recreational purposes and each OWNER who uses or whose tenants or guests use the pond for recreational purposes agrees to hold the DECLARANT, harmless and indemnify it from any liability resulting from such use.
 - G. The abutting property owner agrees to maintain the bank of the pond or natural area to the water's edge. The bank must be kept mowed and maintained to create a neat appearance.
 - H. The abutting owners agree not to feed, disturb or aggravate any nesting birds or other forms of wildlife.
 - I. No docks will be permitted for construction on any Lot.
 - J. Throwing refuse (littering) of any type into the pond is prohibited.
 - K. Fishing in the pond is subject to the fishing laws of the State of South Carolina.
 - L. No swimming or wading is allowed in the pond.
 - M. The pond is reserved for non-power boating and fishing.
 - N. No gasoline or combustible engine powered boats are permitted on the pond.
 - O. The size of all boats shall not to exceed 12 feet in length.
 - P. All boats must be equipped with U.S. Coast Guard approved life preservers, or buoyant vests, for each person on board.

- Q. For safety concerns, all boating activity must cease on any pond during electrical storms and other periods of hazardous conditions.
- R. The DECLARANT assumes no responsibility for maintenance of the pond.

If any person, firm or corporation shall violate or attempt to violate any provision of these Covenants, it shall be lawful for any person, firm or corporation owning any of the lots or having any interest therein to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if it prevails.

In all other respect said Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, WALNUT FARMS OF SUMMERVILLE, INC. has caused these presents to be executed in its name by Kermit Mullinax, Jr., its President and K. Alan Mullinax, its Secretary/Treasurer this 13th day of April, 1993.

IN THE PRESENCE OF:
D. Michelle Robinson
Kalvin Cope

WALNUT FARMS OF SUMMERVILLE, INC.
Kermit Mullinax Jr.
 KERMIT MULLINAX, JR., PRESIDENT
K. Alan Mullinax
 K. ALAN MULLINAX, SECRETARY/TREASURER

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and upon being duly sworn, deposes and says that (s)he saw the within named WALNUTS FARMS OF SUMMERVILLE, INC. by KERMIT MULLINAX, JR., President and K. ALAN MULLINAX, Secretary/Treasurer, sign, seal and deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

D. Michelle Robinson

SWORN to before me this 13th
 day of April, 1993.

Kalvin Cope
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES: My Commission Expires August 30, 1995

STATE OF SOUTH CAROLINA
 COUNTY OF DORCHESTER
 Filed for record this 15th
 day of April, 1993
 at 9:30a 1128 recorded
 in book 1128 345
 LINDA T. HUNTER
 REGISTER OF DEEDS & CONVEYANCES

81-031

FILED-RECORDED

BK 1888PG146

JAN 29 2 29 PM '98

10 W

State of South Carolina)
County of Dorchester)
LINDA HESNER)
REC'D)
HESNER)
DORCHESTER)
SOUTH CAROLINA)
SUPPLEMENTARY DECLARATION OF
COVENANTS AND AMENDMENT TO
EXISTING RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that United Carolina Bank n/k/a Branch Banking and Trust Company of South Carolina is the owner of that certain property located in Dorchester County, State of South Carolina, shown and designated on those certain plats entitled, "PLAT SHOWING LOTS 20 THRU 32, BLOCK "H", WALNUT FARMS SUBDIVISION, PHASE II B, A 11.373 AC. TRACT OF LAND, PROPERTY OF UNITED CAROLINA BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," and "PLAT SHOWING LOTS 4 THRU 10, BLOCK "H", LOTS 3 THRU 7, BLOCK "J", WALNUT FARMS II SUBDIVISION, PHASE II B, A 10.132 ACRE TRACT OF LAND, PROPERTY OF CAROLINA NATIONAL BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," both plats prepared by Andrew C. Gillette dated April 14, 1997 and recorded in the RMC Office for Dorchester County in Plat Book J at page 28 and desires to impress certain restrictive covenants upon said property, and hereby covenants and agrees to the property shown on said plat on behalf of itself, its successors, and assigns, with all persons their successors, heirs and assigns, who shall hereafter purchase lots as shown in File Cabinet J, Page 28, that said lots shall be applicable to the following restrictive covenants:

That the Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision, dated March 23, 1988 and recorded in the RMC Office for Dorchester County in Book 606 at Page 236, shall be imposed upon the property delineated on those certain plats entitled, "PLAT SHOWING LOTS 20 THRU 32, BLOCK "H", WALNUT FARMS II SUBDIVISION, PHASE II B, A 11.373 AC., TRACT OF LAND, PROPERTY OF UNITED CAROLINA BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," and "PLAT SHOWING LOTS 4 THRU 10, BLOCK "H", LOTS 3 THRU 7, BLOCK "J", WALNUT FARMS II SUBDIVISION, PHASE II B, A 10.132 ACRE TRACT OF LAND, PROPERTY OF CAROLINA NATIONAL BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," both plats prepared by Andrew C. Gillette dated April 14, 1997 and recorded in the RMC Office for Dorchester County in Plat Book J at Page 28 under the identical terms and conditions as set forth in the Restrictions EXCEPT AS FOLLOWS:

Section Six (b) is amended to read as follows:

(b) Swimming Pools. Swimming pools shall not be located nearer than ten (10') feet to any lot line (and must be located to the rear of main dwelling), shall not project with their coping more than two (2) feet above the established grade of the Lot, and must be screened from view from any street, pursuant to Section Six (c). In all other respects said restrictions shall remain in full force and effect.

UNITED CAROLINA BANK N/K/A BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA, also desires to impress certain covenants, conditions and restrictions upon the property as shown in Plat File

P. GARRETT WINDCOFF
810 TRAVELERS LANE, SUITE G2
SUMMERVILLE, SC 29485

Cabinet J, Page 28 and hereby covenants and agrees as to the property shown on said plat on behalf of itself, its successors, and assigns, with persons their successors, heirs, and assigns who shall hereafter purchase lots as shown in Plat Book J, Page 28, shall be applicable to the restrictive covenants, conditions and restrictions.

That the Declaration of Covenants, Conditions and Restrictions, dated March 23, 1988 and recorded in the RMC Office for Dorchester County in Book 606 at Page 257, shall be imposed upon the property delineated on those certain plats entitled: "PLAT SHOWING LOTS 20 THRU 32, BLOCK "H", WALNUT FARMS SUBDIVISION, PHASE II B, A 11.373 AC. TRACT OF LAND, PROPERTY OF UNITED CAROLINA BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," and "PLAT SHOWING LOTS 4 THRU 10, BLOCK "H", LOTS 3 THRU 7, BLOCK "J", WALNUT FARMS II SUBDIVISION, PHASE II B, A 10.132 ACRE TRACT OF LAND, PROPERTY OF CAROLINA NATIONAL BANK, LOCATED NEAR SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," both plats prepared by Andrew C. Gillette and recorded in the RMC Office for Dorchester County in Plat Book J at Page 28, under the identical terms and conditions as set forth therein.

IN WITNESS WHEREOF, UNITED CAROLINA BANK N/K/A BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA has caused these presents to be executed in its name by its duly authorized officer(s), this 27th day of January, 1998.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Laura P. Chapman
Annice Henley

UNITED CAROLINA BANK N/K/A
BRANCH BANKING AND TRUST
COMPANY OF SOUTH CAROLINA
By: Sandra J. D'Angelo
Its: Asst. Vice President

State of South Carolina
County of Dorchester

Personally appeared before me the undersigned witness who made oath that (s)he saw the within Officer of United Carolina Bank n/k/a Branch Banking and Trust Company of South Carolina sign, seal and deliver the within written Amendment and the (s)he with the other above witness witnessed the execution thereof.

Sworn to before me this 27th day of January, 1998

Laura P. Chapman

Steph Kurens Price (SEAL)

Notary Public for S.C.

My Commission expires: January 31, 2007

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 29th
day of Jan, 1998
at 2:29 P M and recorded
in book 1888 page 146
LINDA T. MESSERVY
REGISTER OF MESNE CONVEYANCES

**GUIDELINES, &
BYLAWS**

ARCHITECTURAL GUIDELINES

Walnut Farms

Walnut Farms has been planned to be a very unique and distinctive residential community. Only the best architecture, design, and landscaping features will be approved in order to create a context in which individual tastes will not be sacrificed, but blended in such a way that overall property values will be protected. To accomplish these goals, guidelines and protective covenants have been established.

An Architectural Review Board (ARB). Composed of representatives of the owner of Walnut Farms, the developer, the builder group, and homeowners will be established to implement these guidelines. Although the guidelines will contain a listing of specific requirements to be followed, the very nature of design is a somewhat arbitrary process and not an exact science. Consequently, the ARB will be making judgments based on these guidelines and individual situations. No two sites are alike, and a design solution on one site is not necessarily appropriate on another.

The design concepts and these guidelines for Walnut Farms are based on a synthesis of the best features of several other successful communities. These concepts and guidelines have been developed in order to provide each buyer the maximum protection for, and assurance of, the longevity of his investment.

Concept

In order to create a living environment and community which is harmonious and provides a sense of identity and continuity, the design process for individual homes should have as its objective building forms which are carefully planned additions to the natural setting. Careful siting, selection of colors and materials, and design considerations which extend beyond the building walls to include the entire site are three important means of achieving the objective.

The Site

Generally, the relationship of the house to the street could be considered less important than other constraints such as views, topography, trees, etc. In other words, it is not as important that the house be parallel to the street as it is for the house to be fitted naturally into the site, taking advantage of and maximizing views, unique vegetation, etc.

Streetscape

“Streetscape” is a term used to describe the overall visual effect of a street and is the sum total of the effect produced by the design and siting of individual houses, their harmony with one another, the natural tree cover, and details such as street signs and mailboxes. The objective is to produce a streetscape which unifies the individuality of the many houses to be built.

Design

The design of the house itself is, of course, most important. Massing of various elements, such as garages and chimneys, proportions of windows in relation to solid walls, finishes, colors, roof pitch, etc. must be carefully considered. The following list highlights specific restrictions which will be rigidly enforced in Walnut Farms in order to implement the concepts outlined above:

- 1 Rear entry garages will be permitted only in unique situations since the extra amount of necessary clearing is extremely detrimental to surrounding houses.
- 2 Side entry garages will be encouraged and will be permitted when a minimum of fifteen (15) feet remains between the side lot line and the clearing for the driveway for use as a buffer of trees or supplemental landscaping.
- 3 Driveways must be paved with asphalt, concrete, brick or exposed aggregate concrete or properly edged and defined if loose gravel is used.
- 4 Walks of wood decks, exposed aggregate concrete, brick, etc. designed as an integral part of the house and landscape must be provided from the driveway to the front door. Loose flagstones "dropped" on top of the ground in an ill-defined pattern are not acceptable.
- 5 All houses must incorporate a landscape plan with submittal for ARB consideration.
- 6 Freestanding storage sheds, workshops, garages must be architecturally compatible with the house, including exterior color.
- 7 Dog houses, playhouses, gazebos, and deck railings must be compatible and blend with the house and landscaping.
- 8 Air conditioning equipment and trash areas must be properly screened, utilizing fencing, not planting materials.
- 9 Fencing for dogs and children must be integral to design of the house. All homeowners will be encouraged not to fence their entire rear yard. "Accent" fencing as part of the overall landscape plan may be used in the front yard only with prior review and approval by the ARB. The fencing material must also be approved by the ARB. Chain link fence will not be approved.
- 10 All exterior wood steps must have closed risers.
- 11 No exposed natural (mill finished) aluminum or galvanized flashing is permitted.
- 12 Window screens, storm windows, and storm doors must be anodized bronze or painted to match the trim or body color of the house.
- 13 The minimum roof pitch permitted shall be 6/12 for one story houses and 7/12 for two story houses. Flat roofs or lesser pitches will only be considered by the ARB when they are integral parts of outstanding architectural design. As departures from the norm, they will be reviewed in the context of the total design of the house, its relationship to adjacent houses, and to its site.

- 14 Houses must be designed and located so as to minimize exposed foundations. Proper grading of the site so as to “sink” the house into the ground and siding to grade are acceptable means of disguising awkward foundations.
- 15 Brick foundations are preferred and encouraged; stucco or double-coat parged concrete block will be allowed on contemporary homes.
- 16 Masonry material (stone, brick, ect.) when used as accents must not look “applied” or used like wallpaper. While appropriate combinations of stucco and brick or stone are acceptable, combinations of brick and stone are not. All brick selections must be approved by the ARB from samples submitted.
- 17 Simple massing and “clean” design are desired. Many windows of different sizes and shapes, multi-directional siding, towers, too many materials, varying roof pitches, “wild” shapes, etc. will be discouraged. Combinations of two or more architectural styles in the same house will not be permitted.
- 18 All homes must be stained or painted, natural wood siding will not be allowed. Semi-transparent stains will be strongly discouraged. If an exception is granted and semi-transparent stain is allowed, the manufacturer’s specifications for application will be strictly enforced.
- 19 The color palette for homes will not be limited to a restricted list, but no extremely bright, offensive or “jarring” colors will be approved.
- 20 Plans must be professionally drawn by an architect or approved design service. No plans drawn by the Owner or Builder (unless he /she is an architect) will be accepted for review by the ARB. All proposed changes to the plans must be incorporated as a part of the drawings -- no penciled or sketched changes.
- 21 No houses may be repeated side by side unless the exteriors are different in design. The decision as to whether a design is “different” enough will be at the direction of the ARB.
- 22 No specific architectural styles will be imposed, with the exception of a unique style such as ultra-modern or combination of two architectural styles.
- 23 Use of grass as part of a landscaping plan in small areas for front and back yards will be encouraged.
- 24 Heavy asphalt/fiberglass or wood shingles will be encouraged.
- 25 The use of T-111 (plywood siding) will not be allowed.
- 26 Plans submitted to the ARB must be accompanied by a site plan at a minimum scale of 1/8 inch to 1 inch. Tree surveys are recommended but not required.

- 27 Mailbox post will be constructed of a standard material and design as established by the ARB.

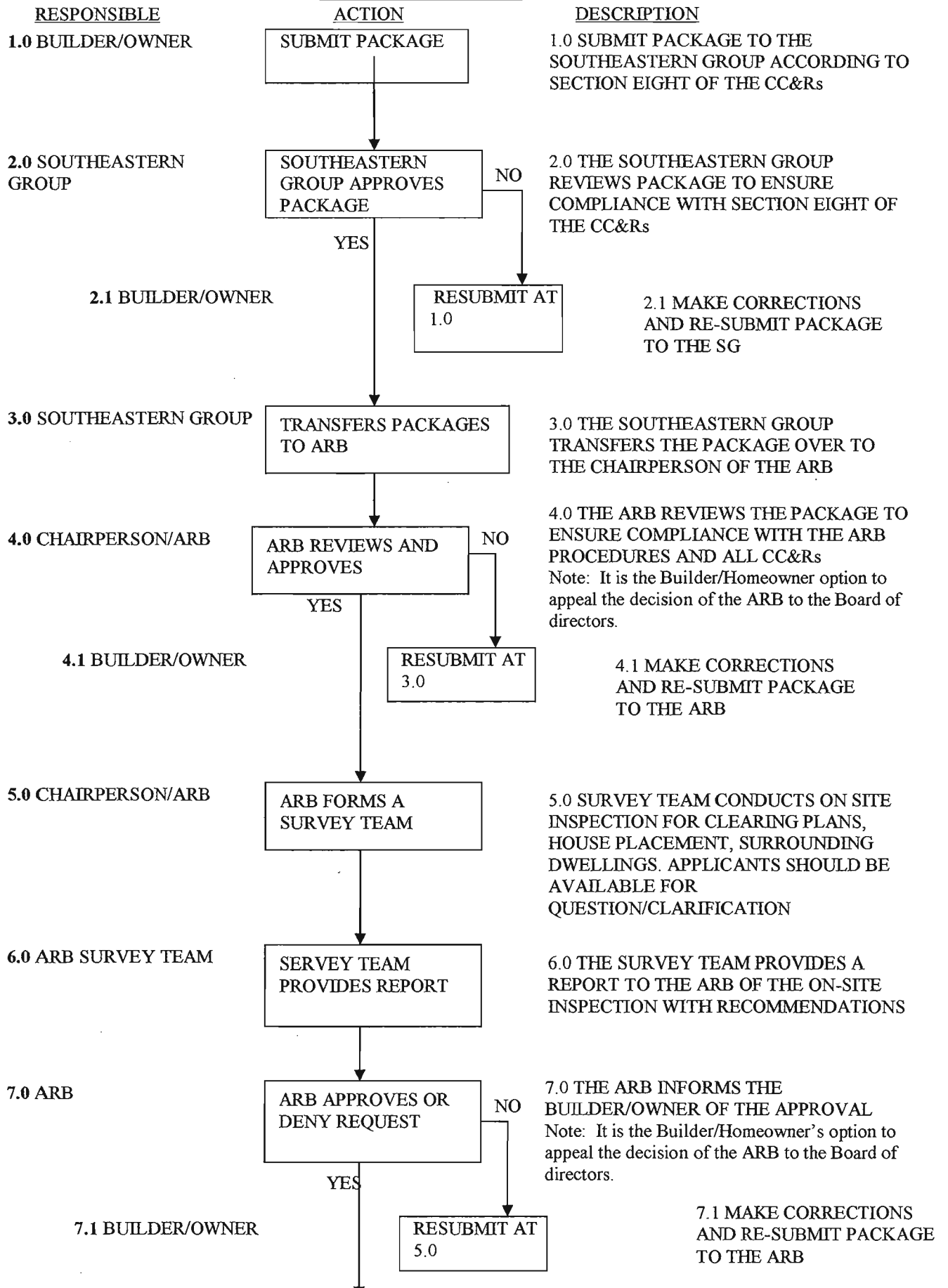
Architectural Review Process

A three step architectural review process will be utilized in Walnut Farms for the approval of all building plans:

- 1 SUBMISSION: Two sets of plans and specifications incorporating any changes desired must be submitted to the ARB for review.
- 2 STAKEOUT REVIEW: A member of the ARB will accompany the owner or builder to the site to review the stakeout and approve the flagging for clearing.
- 3 FINAL COMPLIANCE: The exterior of the house must be built substantially in conformance with the plans submitted to the ARB. Approved colors, proper treatment of driveways, provisions for service yard, and other requirements referenced in the Architectural Guidelines must also be complied with.

ARCHITECTURAL CONTROL PROCESS

New Construction





Architectural Review Board (ARB) Application for Modification(s)

Part I. To be completed by the Applicant.

Name of Property Owner _____

Address of modification _____

Applicants telephone number _____

Name of Contractor, mailing address and phone number (if applicable): _____

Description of Modification: _____

Applicant has been advised: (1) to mark all corners of all proposed structures (buildings, driveways, pools, or fences) with flagged stakes on the property; and (2) to flag any trees that are to be removed that are in excess of 4" in diameter at a height of 48".

Applicant understands that construction of this project must begin promptly once approval has been given by the ARB and further, that the exterior of all buildings, pool, deck, fence, driveway, and landscaping must be completed within 60 days of the construction commencement date unless otherwise approved by the ARB.

Part II To be completed by the Applicant if the project is over \$1,000 or required by the ARB.

Dimensioned Design Plan that provides a complete depiction of construction plans for the proposed project, e.g., decks, patios, garages, landscaping, driveways, walls, fences, gates, pools, etc. (including, as applicable, the location of property lines and setback lines).

Exterior Materials and Color Samples (one set only) - Includes samples for all structures including house, garages, fences, pool, deck, etc.

Documentation and materials specified in Part II must be provided to the Walnut Farms Architectural Review Board with the submission of this application

Part III. To be completed by the Architectural Review Board (ARB)

Date received by the ARB _____

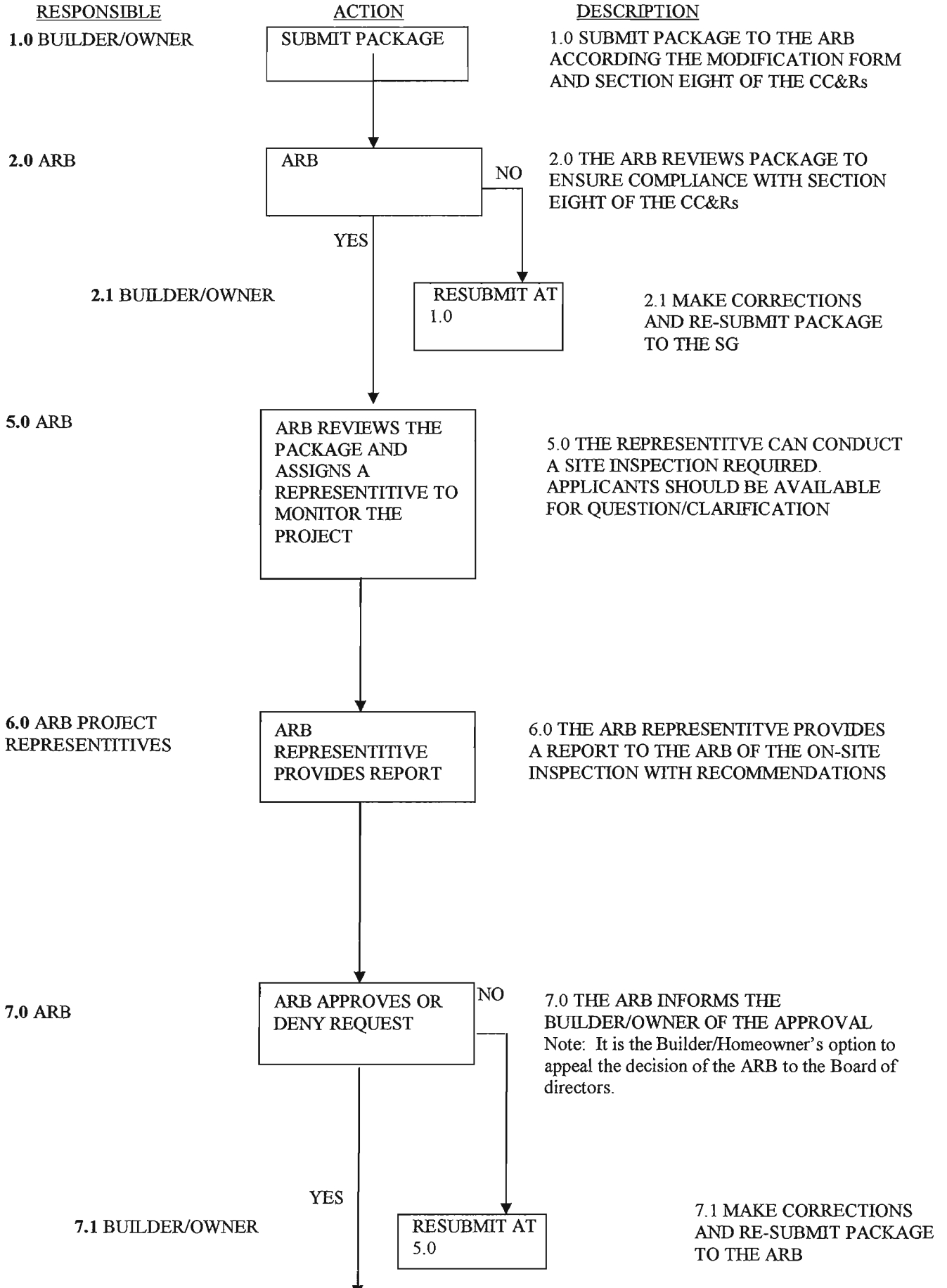
ARB approval _____ ARB Disapproval _____

Conditionally Approved _____

ARB Signatures _____ Date _____

ARCHITECTURAL CONTROL PROCESS for Modifications

Modifications may require additional information if deemed necessary by the ARB



WALNUT FARMS HOMEOWNERS ASSOCIATION COVENANT ENFORCEMENT POLICY

Responsibility for enforcement resides with both the Architectural Review Board (ARB) and the Covenants Committee of the Board. The ARB focuses their attention on new construction, major alterations, and minor alterations pursuant to the Architectural Control Procedures Guidelines. The Covenants Committee is comprised of the Covenants Chairperson, one other board member and other volunteer homeowners. Their focus is on those covenant violations occurring post-construction, specifically dealing with Sections 11, 13, 16-21, 25-30 and 32-34 of the covenants.

The ARB enforces the covenants through assisting home/lot owners in understanding what is and is not acceptable for new construction, major and minor alterations. The ARB advises the board of the present status of all new or proposed construction or alterations. If disputes arise between the ARB and home/lot owners, the ARB advises the board of the dispute and the progress made in finding a resolution.

COVENANT VIOLATION PROCESS

The Covenant Committee identifies, on a monthly basis, the home/lot owners who are in violation of the covenants. The following process is utilized when the Covenant Committee is dealing with a violation:

1. Maintain documentation for all actions taken. Documentation should include dates and times of each action taken, as well as the date of the resolution. Board minutes should reflect the same.
2. Contact the home/lot owner personally or by phone to make them aware of the violation. Try to be as helpful as possible with the owner to ensure they understand the violation. The goal is resolution, not confrontation. The owner has fifteen (15) days in which to correct the violation.
3. After the 15 days has expired, review the violation to verify if it has been corrected.
4. If the violation has been corrected, follow-up with a phone call or a personal visit to the owner, thanking them for their efforts.
5. If the violation has not been corrected, a formal letter addressing the violation should be sent to the home/lot owner via certified mail, with a return receipt. The letter should state a 30 day deadline for rectifying the violation. After the 30 days has expired, review the violation to see if it has been corrected. If corrected, documentation should be made in the monthly report to the board. Also, follow-up with a phone call or a personal visit to the owner, thanking them for their efforts.

In all dealings with home/lot owners, our relationship should be cordial and professional. We are dealing with our neighbors and friends and want to do everything in our power to assist them, while maintaining the high standards of Walnut Farms. Our judgment should be guided by the interests of the owners in maintaining a distinctive community and preserving property values. All efforts should be made to maintain composure and avoid confrontation.

BYLAWS
OF
WALNUT FARMS HOME OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this corporation shall be Walnut Farms Home Owners Association, Inc. (hereinafter sometime referred to as "The Association").

Section 2. The principal office of the Association shall be located in Summerville, South Carolina, at such address as the Board of Directors may from time to time designate.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine.

ARTICLE II
DEFINITIONS

Section 1. "Association" means Walnut Farms Home Owners Association, Inc., a non-profit corporation organized under the laws of the State of South Carolina.

Section 2. "Common Area" means the real property, together with the improvements thereon, owned or leased or possessed by the Association for the common use and enjoyment of the owners.

Section 3. "Properties" means that real property described and referred to in the Restrictions and in the Association Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" means any parcel of land subject to the Restrictions and Association Declaration and shown as a numbered parcel upon any recorded subdivision plat of the Properties, with the exception of the Common Areas.

Section 5. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding any person having such interest merely as security for the performance of an obligation.

Section 6. "Person" means an individual, corporation, partnership, trust, or any other legal entity.

Section 7. "Association Declaration" means the Declaration of Covenants, Conditions, and Restrictions which is recorded in Book 606 at page 257 in the office of the RMC of Dorchester County, as from time to time amended or supplemented.

Section 8. "Member" means those persons entitled to and having membership as provided in the Association Declaration.

Section 9. "Developer" means Walnut Farms of Summerville, Inc., its successors or assigns.

Section 10. "Assessment" means a member's share of the common expenses as assessed against him by the Association as provided in the Association Declaration

Section 11. "Restrictions" means the document entitled "Restrictive Covenants, Applicable to Phase I of Walnut Farms Subdivision," which is recorded in Book 606 at page 236 in the office of the RMC of Dorchester County, as from time to time amended or extended.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is a record owner of a fee or undivided interest in any Lot subject to the Restrictions or Association Declaration shall automatically be a Member of the Association; provided, however, that any such person who holds such interest merely as security for an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have one class of voting Members which shall consist of all Owners of Lots. A Member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 3. Voting. The Members shall vote pursuant to the Articles of Incorporation and Bylaws of the Association, as amended from time to time, or by law.

Section 4. Suspension of Membership Rights. The Board of Directors, by simple majority vote, may suspend the rights of any Member who violates any of the provisions of the Restrictions, Association Declaration, or any rules and regulations established by the Board of Directors, including but not limited to, default in the payment of any annual or special assessment or of any fine for a violation levied by the Association. In the event of such suspension, the voting rights right to the use of the Association's properties and facilities by such Member may be suspended by the Board of Directors until such violation has been corrected.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. From and after the first annual meeting of the Members, the affairs of the Association shall be managed by a board of seven (7) directors, who need not be Members of the Association. The number of directors may be increased or decreased from time to time only by amendment of these By-laws by the Members.

Section 2. Election. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year; two (2) directors for a term of two (2) years; and two (2) directors for a term of three (3) years. At each annual meeting thereafter, The Members shall hold an election for the number of directors whose term is expiring. Each director so elected shall serve for the period of time for which he is elected or until his successor is duly elected and qualified.

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

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

Section 5. Action without a Meeting. By written consent of all directors, the directors may take any action without a meeting which they could take at a meeting.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of three (3) or more persons. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot cast at an annual meeting. At such elections the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

(a) To adopt and publish rules and regulations enforcing the Restrictions and Association Declaration and governing the use of the Common Areas and facilities and the personal conduct of the Members and their guests thereon; and to establish fines for the infraction thereof;

(b) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association not reserved to the membership by other provisions or these Bylaws or the Association Declaration;

(c) To appoint, supervise, and remove all officers, agents, and employees of the Association; to prescribe their duties and fix their compensation;

(d) To declare the office of a director vacant in the event that the person holding the office is absent from three (3) consecutive regular meetings of the Board of Directors.

(e) To establish, levy, assess, and collect Assessments and fines against Members of the Association pursuant to Restrictions and Association Declaration and these Bylaws;

(f) To call a special meeting of the Members whenever deemed necessary or upon written request of at least one-fifth (1/5) of the Members then entitled to vote.

Section 2. Duties. The Board of Directors shall have the following duties:

- (a) To keep a complete record of the affairs of the Association; to report on same at the annual meeting of the Members and at any special meeting of the Members;
- (b) To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Association Declaration:
 - (1) To fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each assessment period;
 - (2) To send written notice of each Assessment to every Owner subject to such Assessment at least thirty (30) days in advance of each Annual Assessment;
 - (3) To prepare a roster of Properties and Assessments applicable thereto, which roster shall be kept in the office of the Association and open to inspection by any Member at any time;
 - (d) To issue or cause to be issued, upon written demand by any member, a certificate setting forth whether the Assessment on such Member's Lot has been paid. A reasonable charge may be made by the Board for the issuance of the certificate. Such certificate shall be conclusive evidence that payment has been made,
 - (e) To foreclose any liens which may arise through the failure of any member to comply with the Restrictions or Association Declaration or these Bylaws. Such foreclosure shall be pursuant to the laws of the State of South Carolina as provided for in the case of foreclosure of liens upon property;
 - (f) To procure and maintain adequate liability and hazard insurance on behalf of the Association;
 - (g) To cause all officer or employees having fiscal responsibilities to be bonded as deemed appropriate; and
 - (h) To provide for the maintenance of the properties and facilities of the Association.

ARTICLE VII DIRECTOR'S MEETINGS

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held on the first Monday of each month at 3:00 PM; provided, however, that the Board of Directors may, by a majority vote, change the day and hour of holding such regular meeting.

Section 2. Notice. Notice of such regular meeting is hereby dispensed with.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) directors. At least five (5) days notice shall be given for any such meeting.

Section 4. Quorum. A quorum for the transaction of business at any regular or special meeting of the directors shall consist of a simple majority of the Board then holding office; but the majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future time.

ARTICLE VIII OFFICERS

Section 2. Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be elected by a majority vote of the directors for a term of one (1) year, and shall hold office until their successors are duly elected and qualified. No one shall be eligible to the office of President or Vice President who is not a director of the Association and any such officer who ceases to be a director shall cease to hold office as President or Vice President as soon as his successor is elected and qualified. Two (2) offices of the Association may be held by one (1) person.

Section 2. President. The President shall preside at all Directors' and Members Meetings, shall have general supervision over the affairs of the Association and over its officers, shall co-sign all membership certificates, written contracts, checks and notes of the Association, and shall perform all such other duties as are incident to his office.

Section 3. Vice President. In case of the absence or disability of the President, his duties shall be performed by the Vice President.

Section 4. Secretary. The Secretary shall issue notices of special meetings of the Board of Directors and of all meetings of the Members, shall attend and keep the minutes of same, shall have charge of the Association's books, records, and papers, shall be custodian of the corporate seal, membership certificates, and written contracts of the Association, shall maintain a current membership roster, and shall perform all such other duties as are incident to his office.

Section 5. Treasurer. The Treasurer shall have custody of all money and securities of the Association. He shall keep regular books of account and shall submit them, together with all his vouchers, records and other papers to the Directors for their examination and approval as often as they may require. The Treasurer shall, together with the President (or Vice President), sign all checks and notes of the Association and shall perform all such other duties as are incident to his office.

ARTICLE IX COMMITTEES

Section 1. Appointment. The Association's Board of Directors shall appoint a Nominating Committee as provided in these Bylaws.

Section 2. Nominating Committee. The Nominating Committee shall have the duties and functions described in Article V of these Bylaws.

Section 3. Architectural Control Committee. The Architectural Control Committee shall be established as set out in the Association Declaration and have the duties and functions as described in the Declaration.

Section 4. Other Committees. The Board of Directors may, but is not required to, appoint other committees as it may deem appropriate in carrying out the purpose of the Association, such as:

(a) **A Recreation Committee.** This committee shall advise the Board of Directors on matters pertaining to the recreational program and activities of the Association;

(b) **A Maintenance Committee.** This committee shall advise the Board of Directors on matters pertaining to the maintenance, repair, or improvement of the Common Area and facilities of the Association;

(c) **A Publicity Committee.** This committee shall inform the members of the activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

Section 5. Complaints. It shall be the duty of each Committee to receive complaints from members on any matter involving the Association's functions, duties, and activities within its area of responsibility. Each such committee shall dispose of such complaints as deemed appropriate or refer them to such other committee, a director, or an officer of the Association as may be concerned with such complaint.

ARTICLE X MEMBERS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the Members shall be at 7:00 PM on the second Tuesday in September of each year at the principal office of the Association or at such other place as may be designated in a written notice furnished to the Members. At such meeting, the Members shall elect directors as herein provided.

Section 2. Special Meetings. A special meeting of the Members to be held where convenient may be called at any time by the President, or in his absence, by the Vice President, or by any two (2) directors. It shall be the duty of the directors, President, or Vice President, to call such a meeting whenever so requested in writing by at least one-fifth (1/5) of the Members then entitled to vote.

Section 3. Notice. Written notice of the time and place of all annual and special meetings shall be mailed or given personally by the Secretary to each member ten (10) days before the date thereof.

Section 4. Presiding Officer. The President, or in his absence, a Vice President, shall preside at all such meetings.

Section 5. Quorum. The presence at the meeting of members then entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action unless otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present at any meeting, the members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present.

ARTICLE XI ASSESSMENTS

Section 1. Annual and Special Assessments. Annual and Special Assessments shall be determined, levied, collected and enforced as provided in the Restrictions, Association Declaration, and these Bylaws, and all Members shall be subject to such Assessments.

ARTICLE XII BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

ARTICLE XIII AMENDMENTS

Section 1. Amendment of Bylaws. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of the majority of a quorum of Members present in person and entitled to vote, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be, or which is, in fact, governed by the Restrictions or Association Declaration applicable to the properties, may not be amended except as provided in such documents.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the articles shall control; and in the case of any conflict between the Restrictions and Association Declaration applicable to the Properties and these Bylaws, the Restrictions and Association Declaration shall control.


**ARTICLE XIV
FISCAL YEAR**

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December every year.

**ARTICLE XV
PROCEDURE**

Section 1. The Association shall conduct its meetings in accordance with procedures as set forth in Robert's Rules of Order, except where the Bylaws provide otherwise.

These Bylaws were accepted and adopted by the assembled members on January 9, 2001, 2000, as the Bylaws of Walnut Farms Home Owners Association, Inc., on the recommendation of the Board of Directors.


Judy Poindexter
Secretary

Jan 11, 2001 2000

Walnut Farms Home Owners Association, Inc

Bylaws at a Glance

Article III – Membership and Voting Rights

- Every person who owns a lot in WF is a member of Home Owner's Association.
- If 2 or more people own a lot, the people are considered members separately, but they only have one vote per lot.
- The Board of Directors has the right to suspend a member due to violations or lack of paying dues.

Article IV-Board of Directors

- Board of Directors should consist of 7 directors.
- 3 directors should serve 1 year term.
- 2 directors should serve 2 year term.
- 2 directors should serve 3 year term.
- Directors can be removed with majority vote of the Association/Membership.
- Directors select replacements for open seats on the Board and the person selected fills the position for the remaining time on that term.
- No payment of service goes to directors for their work, but Directors may be reimbursed for expenses.
- Directors can take action as a group even if not at a meeting with written consent of all Directors.

Article V-Nomination and Election of Directors

- Nominating Committee is selected prior to each Annual Meeting and members are announced at Annual Meeting.
- ✓• Nominating Committee members serve from Annual Meeting to the following Annual Meeting.
- At Annual Meeting, nominations should be taken from the floor for Board of Directors.
- Voting should take place by secret ballot.
- Person with simple majority is elected.

Article VI-Powers and Duties of the Board of Directors

- Director may miss no more than 3 meetings in a row or they may be asked to vacate their office.
- To call a special meeting by Members, Directors need to receive a written request signed by at least 1/5th of voting members.
- Treasurer's report is presented at every Annual Meeting.
- If changing annual fee, Members need 30 day prior notice of change.
- Members are to receive 30 day prior notice of annual fee's due date.
- Foreclosures: liens may be made for insurance, bonding of board member, and maintenance.

Article VII-Director's Meetings

- Regular meetings are held the 1st Monday of each month at 3pm, but board may vote to change day and time.
- No notice of regular meetings is needed.
- Special meetings of the Board may be called by President, Vice President or 2 Directors.
- Quorum is simple majority of the board members holding an office.
- However, those presents may elect to adjourn and set a future time for the meeting.

Article VIII-Officers

- President and Vice President must be an elected Board of Director.
- Secretary and Treasurer do not have to be an elected Board of Director.
- All officers serve for 1 year.
- Secretary has custody of corporate seal, membership certificate, and current roster of members.
- Treasurer and President co-sign checks.

Article X-Member's Meetings

- Annual Meeting is to be held the 2nd Tuesday of September at 7pm.
- Members are to elect Board of Directors at Annual Meeting.
- Special meetings may be called by President, Vice President, 2 Directors or 1/5th of Members in writing.
- Time and place of Annual Meeting shall be mailed or given personally to Members by the secretary 10 days prior to the meeting.
- 1/10th of members=quorum for Association meetings.
- Without a quorum, the meeting may be adjourned.

Article XI-Assessments

- Special assessment may be collected and enforced according to Restrictions, Association Declaration and Bylaws.

Article XII-Books and Records

- Records may be made available during reasonable business hours to any Member.

Article XIII-Amendments

- Bylaws may be amended at meeting with quorum of Membership.
- Articles of Incorporation may not be amended except with provisions in Article of Incorporation and law.
- Conflict between Articles of Incorporation and Bylaws are deferred to Restrictions and Association Declaration.

Article XIV- Fiscal Year

- Fiscal year is from January 1st to December 31st.

