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STATE OF SOUTH CAROLINA

AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
APPLICABLE TO SAW MILL CREEK
PLANTATION

COUNTY OF BEAUFORT

WHEREAS, Frank P. Hodge, Jr. hereinafter referred to as "Hodge", caused certain Covenants and Restrictions to be recorded in the Office of the Clerk of the Courts for Beaufort County, South Carolina, in Deed Book 244 at Page 1074, and said Restrictions and Covenants are applicable to Phase A property; and,

WHEREAS, it has come to Hodge's attention that certain deficiencies have been found within said restrictive covenants and it is now necessary to amend same; and

WHEREAS, Hodge has conveyed only 2 lots and the owners of said lots have acknowledged these Amendments:

NOW, THEREFORE, BE IT REMEMBERED, that the Declaration of Covenants and Restrictions Applicable to Saw Mill Creek Plantation are hereby amended in the following particulars:

1. All references to the "Company" shall mean Frank P. Hodge, Jr., d/b/a Saw Mill Creek Plantation regardless of what fashion or manner in which the references were used.
2. Article III, Section I is amended to read, so that after amendment it will read as follows:

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of

the Association.

Section 2. Voting Rights. The Association shall have three types of regular voting membership:

TYPE "A" - Type "A" Members shall be all those Owners of Residential lots and any type of Family Dwelling Units, whether detached or multi-family, including the Company. A Type "A" Member shall be entitled to two (2) votes for each Family Dwelling Unit which he owns. An Owner of a Residential Lot upon which a Family Dwelling Unit has not been constructed, shall be entitled to one (1) vote for each Residential Lot which he owns. It is the intent of this provision that so long as property qualifies as a Residential Lot by virtue of the fact that improvements have not been constructed thereon the owner shall thereof only have one (1) vote, but once improvements are constructed on said Lot it loses its character as a Residential Lot and becomes a Family Dwelling Unit, the Owner thereof shall have a total of two (2) votes for the ownership of such property.

TYPE "B" - Type "B" Members shall be all those Owners, including the Company, of platted Multi-Family Tracts. Type "B" Member shall be entitled to one (1) vote for each one-fourth (0.25) of one (1) acre contained in the Multi-Family Tract(s) which such Member owns, provided, however, that in computing the number of votes such Member shall have, the area contained in such property shall be rounded off to the nearest 0.25 of an acre.

TYPE "C" - Type "C" Members shall include all those owners, including the Company, of Unsubdivided Lands held and intended for future development by the Company or some third party. A Type "C" Member shall be entitled to one (1) vote for each One Hundred and No/100 (\$100.00) Dollars of annual assessments paid to the Association provided, however, that in computing the number of votes such an owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred and No/100 (\$100.00) Dollars.

When any property entitling the Owner to membership as a Type "A", "B", or "C" Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs, and it or a copy thereof is filed with the secretary of the Association, their acts with respect of voting shall have the following effect:

- (1) If only one votes, in person or by proxy, his act binds all;
- (2) If more than one vote, in person or by proxy, the act of the majority so voting binds all;
- (3) If more than one vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- (4) The principles of this paragraph shall apply, insofar

as possible, to the execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

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The voting rights of any Owner may be assigned by said owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee. The Type "A", "B", or "C" Members are sometimes hereinafter referred to as the "Members."

Section 3. The Association shall be governed by a Board of Directors consisting of Three (3), Five (5), Seven (7), Nine (9), or Eleven (11) members. Initially, the Board shall consist of Three (3) members, with the number in subsequent years to be determined by the Board of Directors as provided for in the Bylaws of the Association. Each member of each Membership class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove, in Section 2 hereof, multiplied by the number of directors to be elected, and may cast all of such votes for any one director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 4. Quorum Required For Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast Sixty (60%) Percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast Twenty-Five (25%) Percent of the total vote of the Membership of the Association. In the event that the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such a third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 4, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the Amendment of this Declaration and the quorum requirement established by Article IV, Section 11 shall govern in that instance. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than Thirty (30) Days prior to the date of the meeting at which any proposed action is to be considered.

Section 5. Annual Meeting. The Annual Meeting shall be held on the first (1st) Monday in March of each year, unless postponed by a majority vote of the Board of Directors, and then such postponement shall not exceed thirty (30) days.

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Section 6. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

3. Article 3. Section 3 shall be amended so that it shall read as follows:

Section 3. Subdividing of Single Family Residential Lots. No Lot shall be subdivided in less than a five (5) acre parcel, except by the Company.

4. Article 3. Section 7 shall be amended so that it shall read as follows:

Section 7. There is to be no timbering and no cutting of trees over six (6) inches in diameter without written permission of the Company.

5. Article 3. Section 9 shall be amended so that it shall read as follows:

Section 9. No livestock, live fowl, other animals or reptiles, except domesticated dogs, cats, or caged birds, shall be kept upon any Lot, except horses will be allowed on Lots of five (5) acres or more, provided, however, that said horses are not a nuisance.

6. Article 3. Section 12 shall be amended so that after amendment it shall read as follows:

Section 12. No dwelling shall be constructed on any lot without the plans for said dwelling being approved in writing by the Company. Company may withhold its approval for any reason including purely aesthetic.

7. A new Article is hereby established to be known as Article IV and entitled:

"Owner's Association"

Section 1. Every "Owner" as defined herein and in the original Covenants hereby agrees to join, and remain a Member in good standing, pay all dues and abide by all rules and regulations of said Association.

Section 2. "Owners Association" or "Associations" shall mean Saw Mill Creek Property Owners Association, a corporation organized and existing by virtue of the Constitution and Statutes of the State of South Carolina, which said Association shall own, maintain, insure, repair and be totally responsible for the roads, dock, real property and any other item deeded to it by the Company, as purchased or received by it.

Section 3. Assessments. Association shall set annual assessments in order to obtain operating revenues to carry on its operations. Said sum shall be set by the Board of Directors of the Association prior to its Annual Meeting of the Membership. The first assessment once established shall be increased on a percentage basis by the percentage of increase in the Consumer Price Index, U. S. City Average, all items, (1967-100) (hereafter C. P. I.) issued by the U. S. City Average, Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas" whichever of these two percentage figures is larger, unless Three-Fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirement established hereof, vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the minimum and maximum annual assessment. In the event that the C. P. I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living. The first (1st) assessment for the year beginning January 1, 1979, shall not exceed Fifty and No/100 (\$50.00) Dollars for any improved Lot, and Fifteen and No/100 (\$15.00) for any unimproved Lot.

Any increase or decrease in the fixed amount of the annual maximum or minimum regular assessment shall be made in such a manner that the proportionate increase or decrease in such maximum or minimum assessments is the same for Owners of Residential Lots, Family Dwelling Units, Multi-Family Tracts, or Unsubdivided Land, and likewise any time the actual assessment levied by the Board of Directors of the Association is less than the minimum regular annual assessment such decrease shall be apportioned among the Owners of Residential Lots, Family Dwelling Units, Multi-Family Tracts, and Unsubdivided Land, such that the proportionate decrease received by each class of Owners of the various classes of the property may be altered only by the favorable vote of Ninety (90%) Percent of the votes cast at a duly called meeting of the Association subject to the quorum requirements established hereof, and by Ninety (90%) Percent of the votes cast at said meeting by the Members of the classes whose proportionate share is being altered.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgage to a subsequent owner, provided, however, that the mortgagor shall not be liable for assessments until it has held title to the property for one (1) year.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public or Commercial Site, Public or Commercial Unit, or Unsubdivided Land, within the minimum and maximum assessment range as provided hereinabove, and, shall at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto. The Board of Directors may also do any other proper action. 1592

The Board of Directors shall not have the authority to levy a special assessment above the maximum regular assessment unless such special assessment is approved by a Referendum relating thereto as herein provided.

The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessment is not paid on or before February first (1st) of each year, then such assessment shall become delinquent and shall, together with interest thereon at the rate of Eight (8) Percent per annum from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became payable to pay such an assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within Thirty (30) Days after the past-due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest in the assessment as above provided and a reasonable Attorney's fee to be fixed by the Court together with the costs of the action.

Section 7. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Tract, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien upon the real property and improvements thereon against which each

assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, family Dwelling Unit and Multi-family Tract, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 8. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties and Restricted Common Properties, but not Membership Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereof, make improvements on Common Properties and Restricted Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as necessary to carry out its authorized functions. In addition, it may make payments of principal and interest as consideration for the conveyance by the Company to the Association of Membership Common Properties, if any such conveyance shall be offered by the Company and made, both at the time of conveyance to the Association and subsequently in payment of promissory note(s) secured by mortgage(s) on such Membership Common Properties in amounts sufficient to amortize the debt for any such conveyance. (In the case of annual operation of Membership Common Properties, all funds necessary for such operation shall not be derived from the assessments levied by the Association but rather from membership charges and annual user dues for the particular facility. Such user charges and user dues shall be in addition to and not in lieu of any other assessments herein provided for.).

Section 9. Special Assessments for Improvements and Additions. In addition to the annual regular minimum and maximum assessments authorized by Section 3 hereof, the Association may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Common Properties or Restricted Common Properties, but not Membership Common Properties, including the necessary fixtures and personal property related thereto, or for additions to the Common Properties or Restricted Common Properties or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that such assessment shall have received the assent of a majority of the votes of the Members responding to a mail referendum within Thirty (30) Days of mailing with such mail referendum to include a statement prepared by the Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Directors dissenting from such assessment, provided, however, that neither of such statements may exceed a maximum length of five (5) pages on each proposed statement. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this

Section 10. Member's Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A", "B", and "C" Member and every tenant and guest of such Type "A", "B", and "C" Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, or Development Unit Parcel. The privilege granted to guests and tenants of nine (9) months or less to use and enjoy the Common Properties (but not the right and easement to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use) may be denied or withdrawn from such guests or tenants of nine (9) months or less by an affirmative vote of ninety (90%) percent of the votes cast at a meeting of the Association for the purpose of voting on such denial or withdrawal.

Section 11. Amendments. The Company specifically reserves the right to amend this Declaration, or any portion thereof, on its own motion, from the date hereof until December Thirty-First (31st), 1979, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members; after which time, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed Amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such a meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and the Secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes against the amendment. Such Addendum shall be recorded in the Official Real Estate Records of Beaufort County, South Carolina.

The quorum required for any action authorized to be taken by the Association under this Section 11 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required

quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cash fifty (50%) percent of the total vote of the Association.

8. A new Article is hereby established to be known as Article V and entitled:

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"Special Building Requirements in Flood Zone Areas"

Section 1. Construction of a residential structure on a lot lying within a flood hazard area, shall have as a minimum first floor elevation the level of the One Hundred (100) year flood or above as designated on official county flood plain maps.

Section 2. The construction on lots within what is defined and designated as "coastal high hazard areas" shall be elevated and securely anchored to well anchored piles or columns and have the level of the bottom of the lowest horizontal support member at or above the level of the One Hundred (100) year flood. Space below the level of the first floor level shall be free of obstruction or covered by breakaway facade material capable of producing free obstruction for the impact of abnormally high tides or wind-driven water.

Section 3. All other requirements of the Beaufort County Building Inspection Department relating to construction in the flood hazard areas must be met.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 17th day of April, 1978.

WITNESS:

SAW MILL CREEK PLANTATION

Robert J. Hill
Robert J. Hill

BY: Frank P. Hodge, Jr. (SEAL)
Frank P. Hodge, Jr.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me, Robert J. Hill, who, on oath says that s/he saw the within named Frank P. Hodge, Jr., d/b/a Saw Mill Creek Plantation, sign, seal, and

as his act and deed deliver the within written Amendment to
the Declaration of Covenants and Restrictions Applicable to
Saw Mill Creek Plantation and that s/he with

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Roberts Vaux witnessed the execution thereof.

SWORN to before me this 17th
day of April, 1978.

Roberts Vaux
Notary Public for South Carolina
My Commission expires 8-15-82

Dand

FILED	RECORDED	RECORDED
128	262	1587
Marian H. Fender		

DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO SAWMILL CREEK PLANTATION
PHASE "A"

This declaration of covenants and restrictions made this 01 day of October, 1976, by the Sawmill Creek Plantation Community Development Company, having its principle place of business at Bluffton, Beaufort County, South Carolina,

WITNESSETH:

WHEREAS, The Sawmill Creek Plantation Community Development Company, (hereinafter sometimes called "COMPANY"), is the owner of certain real estate hereinafter more fully described; and

WHEREAS, Company desires to create thereon a planned development of residential lots and to provide for the preservation of the character thereof, and to this end desires to subject the real property described herein to the covenants and restrictions hereinafter set forth, each and all of which is hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof;

NOW, THEREFORE, The Company declares that the real properties hereafter described are and shall be held, transferred, and sold, conveyed, leased occupied and used subject to the covenants and restrictions (sometimes referred to as "the covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this declaration, or in any amendment or supplement to this declaration (unless the context shall clearly indicate otherwise) shall have the following meanings;

(A) "Company" shall mean the Sawmill Creek Plantation and its successors and assigns.

(B) The property shall mean and refer to the property described in Article II hereof, and any additions thereto, which are subjected to this declaration or any supplemental declaration under the provisions of Article II hereof.

(C) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached family dwelling as shown upon any recorded map or plat or any part of the property.

(D) "Owner" shall mean and refer to the recorded owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any lot situated upon the property but, notwithstanding any applicable theory of a mortgage shall not mean or refer to the mortgage unless and until such mortgage 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 an owner.

ARTICLE II

The property which is hereby made subject to these covenants, and which is and shall be held, owned, transferred, sold, conveyed, leased and occupied subject to these covenants is located near the town of Bluffton, Beaufort County, South Carolina and is more particularly described as follows;

All that certain land being fifty-five (55) acres more or less; and being Phase "A" only, of Sawmill

Creek Plantation, belonging to Frank P. Hodge, Jr. and being in the Colleton Neck Section, Bluffton Township, Beaufort County, South Carolina.

ARTICLE III

Section 1. Land use and building type. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and one (1) detached guest cottage not to exceed two (2) stories in height.

Section 2. Size of Residence. No residence shall be constructed on any lot with less than twelve hundred (1200) square feet.

Section 3. Subdividing of Single Family Residential Lots. No lot shall be subdivided in less than a five (5) acre parcel.

Section 4. No tent, temporary shelter, mobile home, trailer, camper or other structure or outbuilding shall be permitted on any lot or any of the common areas.

Section 5. No hunting or discharging of firearms is to be allowed.

Section 6. No Individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and approval of such system shall be obtained from Beaufort County Department of Public Health. Approval of such system shall be obtained from such authority by the owner prior to construction.

Section 7. There is to be no timbering and no cutting of trees over six (6) inches in diameter within ten (10) feet of all property lines.

Section 8. There is to be no fill or spoil dumped on any salt marsh (*Spartina alterniflora*) above MHW (The SC State property line) or below MHW on any state-owned salt marsh in the view of any of the property bound by the covenants except by the mutual consent of all those whose view would be affected. (Assuming that a permit is granted for same by Corps of Engineers).

Section 9. No livestock, live fowl, other animals or reptiles, except domesticated dogs, cats and caged birds, shall be kept upon any lot, except horses will be allowed on lots of five (5) acres or more.

Section 10. The company hereby reserves unto itself its heirs and assigns, a perpetual alienable and releasable easement and right on, over or under the ground to direct, maintain and use electric and telephone poles, wires cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear ten (10) feet a right of ingress and egress for the installation, repair and maintenance of said utilities and public conveniences.

Section 11. No inoperative vehicles are permitted on said lots in excess of thirty (30) days.

Section 12. No dwelling shall be objectionable from any aesthetic view point.

Section 13. Invalidity by any Court of any restriction in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 14. In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, the Seller, his heirs or assigns, the owners of lots in the neighborhood or subdivisions, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to

the terms hereof or to prevent the violating or breach in any event. In addition to the foregoing, the Seller, his heirs or assigns shall have the right whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such injury and abatement or removal shall not be deemed a trespass. Failure to enforce any right, reservation, restriction or condition contained in their deed however long continued shall not be deemed a breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Section 15. These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them until the year 2009. Said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners it is agreed to change said covenants in whole or in part.

Section 16. There is to be no change in water levels, water flow, location of ditches, pond or tidal inlets, lagoons, salt marsh creeks without mutual agreement by those whose property or view is affected.

Section 17. The company is owned in whole by Frank P. Hodge, Jr.

Section 18. The set-back lines from adjacent property are to be ten (10) feet for the construction of all buildings.

IN WITNESS WHEREOF, the company has caused this instrument to be executed, the day and year first above written.

*****Note: These covenants and restrictions appear in Book 244, Page 1074 of the Register of Mesne Conveyances, Beaufort County, South Carolina; and bear the signature of Frank P. Hodge, Jr. and two (2) witnesses.*****

B. GRIFFIN

BYLAWS

of

SAWMILL CREEK PLANTATION PROPERTY OWNERS ASSOCIATION PHASE "A"

ARTICLE A. REGISTERED OFFICE The location and address of the registered office of the Association shall be #4 Pope Avenue Mall, Hilton Head Island, SC

ARTICLE B. MEETINGS.

01. Annual Meeting. The annual meeting of the Members and Directors of the Association for the election of Directors and Officers of the Corporation respectively and for the transaction of such other business as shall properly come before such meetings shall be held on the second Wednesday in March of each year at the registered office of the Association or such other place as shall be specified in a written notice of such meeting. The Members meeting shall come to order at three o'clock in the forenoon and the Directors meeting shall be called to order immediately after the adjournment of the Members meeting. If the date set for such meetings shall be a legal holiday, then such meetings shall be held on the next day which is not a Sunday at the same time.

02. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors and special meetings of the Directors may be called at any time by the President or by any two Directors.

It shall be the duty of the Secretary to call a special meeting of the Members or Directors, as appropriate, to be held at the time and place fixed by the Board of Directors, or if such time and place be not so fixed, at the registered office of the Association not less than five days nor more than twenty days after the receipt of the request for such meeting from those entitled to call the same as above set forth. The notice so given by the Secretary shall set forth the time, place, date and purpose for the meeting, specifying in reasonable detail the business to be conducted thereat.

03. Waiver of Notice. Notice of any Members or Directors meeting may be waived in writing by a Member or Director as appropriate, at any time, either before, at or after a meeting. Attendance at and participation in a Members meeting or Directors meeting shall be deemed to constitute a waiver of any notice of said meeting.

04. Adjourned Meetings. An adjournment or adjournments of any Members or Directors meeting may be taken to such time and place as those present may determine without otherwise required notice of such adjourned meeting being given, whether by reason of the failure of a quorum to attend or otherwise, but any meeting at which Directors are to be elected shall be adjourned only from day to day until such Directors are elected, and in the case of any meeting which is adjourned because of failure of a quorum to attend, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing Directors.

05. Quorum. The presence in person or by proxy of the owners of a majority of the Certificates of Membership entitled to be voted at a Members meeting, or of a majority of the Directors at a Directors meeting shall constitute a quorum for the transaction of business at such meetings.

06. Out Of State Meetings. Meetings of the Members and Directors may be held outside of the boundaries of the state wherein the registered office of the Association is located, provided that any resolution of the Board of Directors establishing such a location for any meeting shall be adopted by a two thirds vote of the Directors and in the case of a Members holders' meeting shall be acquiesced to in writing by two thirds of the Members entitled to vote at such meeting.

07. Business And Rules Of Order. Business transacted at all special meetings shall be confined to the objects stated in the call of the meeting. Any business which may properly be conducted by the Association may be transacted at an annual meeting of either the Members or Directors. The meetings of Members and Directors shall be conducted, unless other rules be adopted by the meeting, in accordance with Robert's Rules of Order. When a quorum is present at any meeting, the vote of the majority of Directors present or of the holders of a majority of the issued and outstanding Certificates of Membership entitled to vote at such meeting, either present in person or represented by proxy at said meeting, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes of the State of Incorporation, the Articles of Incorporation or the Bylaws, a different vote is required, in which case such express provision shall govern and control. Directors shall not be entitled to vote by proxy.

ARTICLE C. BOARD OF DIRECTORS.

01. Number and Qualifications. The business affairs of the Association shall be governed and controlled by a Board of not less than three nor more than seven Directors who shall be elected by the Members at each annual meeting of the Members. Directors shall hold office until the next annual Stockholders' meeting and until their respective successors are elected and qualified. In the event of failure to hold an election of Directors at any annual meeting of Members holders as provided herein, election of Directors may be held at a special meeting of Members Stockholders called for that purpose.

02. Recall Of Directors. At any time upon the affirmative vote of two thirds of Members Stockholders entitled to vote at the meeting whereat such action shall be proposed, any Director may be recalled and removed from office. If any Director shall be so recalled and removed from office, a successor shall be elected at the meeting at which the resolution of recall and removal is adopted to serve the balance of the term of such recalled Director.

03. Vacancies. Except as otherwise provided by law, vacancies in the Board of Directors, regardless of cause, may be filled by a majority of the remaining Directors attending the meeting of the Board of Directors, if notice shall be given to all of the remaining Directors that such vacancy would be filled at the meeting. A Director thus elected shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified.

ARTICLE D. OFFICERS.

01. Officers Enumerated Election. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors at the annual meeting thereof, to hold office for the term of one (1) year, and until their respective successors are elected and qualified.

02. President. The President shall exercise the usual executive powers pertaining to the office of President and preside at the meetings of Directors and Stockholders. He shall execute all authorized deeds, instruments, documents and contracts on behalf of the Association and in its name, all of which shall be valid and binding upon the Association upon his signature alone, provided however that all certificates of stock of the Corporation shall be countersigned by the Secretary.

04. Vice President. The Vice President shall have such powers and perform such duties as may be assigned to him by the Board of Directors. The Vice President shall be vested with the powers and perform the duties of the President at such times as the Board of Directors shall determine that the President is absent from his office or unable to perform his duties by reason of disability.

05. Secretary. It shall be the duty of the Secretary to keep the records of the proceedings of the Directors and Members, to attest all Certificates of Membership with the President, and when requested by the President to do so, to sign and execute with the President all deeds, bonds, contracts and other obligations or instruments in the name of the Association, to keep the Corporate Seal, if any, and affix the same to

Certificates of Membership and other proper documents, to keep a record of the issuance of Certificates of Membership and to transfer the same, and to perform such other duties as the Board of Directors may from time to time designate.

06. Treasurer. The Treasurer shall have the care and custody and be responsible for all funds and securities of the Association and shall keep regular books of account in accordance with standard accounting practices. He shall deposit all funds and other valuable effects of the Corporation in such depository or bank as shall from time to time be designated by the Board of Directors. In addition to the foregoing duties and responsibilities, the Treasurer shall have and perform such duties as the Board of Directors may from time to time designate.

07. Vacancies. Vacancies in any office regardless of cause, may be filled by the Board of Directors at any regular or special meeting.

08. Other Officers and Agents. The Board of Directors may from time to time appoint such other officers and agents as it shall deem necessary or expedient, who shall hold their offices for such terms, and shall exercise such powers and perform such duties, as shall be determined by the Board of Directors.

09. Salaries. The salaries of all Officers and Agents of the Corporation and all other forms of compensation and benefits to such Officers and Agents shall be fixed and determined by the Board of Directors.

10. Qualifications. None of the Officers of the Association except the President need be a Director and Member. Excluding the office President, any two of the Corporate Officers may be combined in one person.

ARTICLE E. CERTIFICATES OF MEMBERSHIP.

01. Certificates. Certificates of Membership of the Association shall be issued in numerical order, and each Member shall be entitled to a Certificate signed by the President, attested by the Secretary, and sealed with the Corporate Seal, if any. Every Certificate of Membership shall state: (1) the state of incorporation; (2) the name of the registered owner of the shares represented thereby; (3) the number of shares which the certificate represents; (4) the par value of each share represented or a statement that such shares have no par value; (5) restrictions on transfer if any; and (6) other matter required by law, if any.

02. Loss Or Destruction. In case of loss or destruction of any Certificate of Membership another may be issued in its place upon proof of such loss or destruction, and upon giving of a satisfactory bond of indemnity to the Association. A new Certificate may be issued without requiring any bond, when in the judgement of the Board of Directors it is proper to do so.

ARTICLE F. BOOKS AND RECORDS.

01. Meetings And Shares. The Association shall keep, at its registered office, (1) complete records of all of the proceedings of the Members and the Directors and, (2) a share register giving the names of the registered holders of Certificates of Membership of the Association in alphabetical order and showing their respective addresses, the number of Certificates held by each, and the dates upon which they acquired the said Certificates of membership.

02. Secretary Certifications. Any person dealing with the Association may rely upon a copy of any records of the proceedings, resolutions, or votes of the Board of Directors or Members, when certified as accurate by the Secretary of the Corporation.

03. Books Of Account. The Association shall keep appropriate and complete books of account.

ARTICLE G. FISCAL YEAR.

STATE OF SOUTH CAROLINA	)	SECOND AMENDMENT TO THE
	)	DECLARATION OF COVENANTS
COUNTY OF BEAUFORT	)	AND RESTRICTIONS APPLICABLE
		TO SAW MILL CREEK PLANTATION

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO SAW MILL CREEK PLANTATION ("SECOND AMENDMENT") is made this 16th day of August, 2023, by Saw Mill Creek Plantation Property Owner's Association, Inc., a South Carolina non-profit corporation (hereinafter, the "Association").

RECITALS

WHEREAS, Frank P. Hodge, Jr., d/b/a Saw Mill Creek Plantation executed and recorded that certain Declaration of Covenants and Restrictions Applicable to Saw Mill Creek Plantation which were recorded February 1, 1977 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 244 at Page 1072 (hereinafter, the "Declaration"); and

WHEREAS, the Declaration was amended by that certain Amendment to the Declaration of Covenants and Restrictions Applicable to Saw Mill Creek Plantation recorded April 25, 1978 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 262 at Page 1587 (hereinafter the "Amended Declaration"); and

WHEREAS, Article IV Section 11 as set forth in the Amended Declaration provides for further amendments thereto; and

WHEREAS, on March 11, 2020, a duly called meeting of the Association was held whereby a quorum of Members affirmatively voted to approve an amendment to the above referenced covenants and restrictions to enact a transfer fee due upon the sale or transfer of title of any Residential Lot or Family Dwelling Unit;

NOW THEREFORE, the Association hereby executes and submits this Second Amendment to the Declaration of Covenants and Restrictions Applicable to Saw Mill Creek Plantation providing as follows:

1. Article IV Section 12 Transfer Fee is hereby added:

a) Assessment of Fee. There is hereby established and assessed a Transfer Fee in amount to Five Hundred and no/100 (\$500.00) Dollars upon the owner of each Residential Lot or Family Dwelling Unit as of March 11, 2020 to be paid upon every

Transfer (as hereinafter defined) of title of such Residential Lot or Family Dwelling Unit. The Transfer Fee shall be charged to the purchaser of such Residential Lot or Family Dwelling Unit and shall be payable to the Association at the time of such Transfer. For purposes of this Section 12, a "Transfer" shall be deemed to occur upon the execution of a deed, instrument or other similar writing whereby any Residential Lot or Family Dwelling Unit is sold, granted, conveyed or otherwise transferred by the owner of any Residential Lot of Family Dwelling Unit to another person or entity; provided, however, that no Transfer Fee shall be levied upon sale or transfer of title of any Residential Lot or Family Dwelling Unit in the following circumstances:

- 1) by a co-owner to any person who was an owner prior to such transfer (for example, if three persons on a Residential Lot or Family Dwelling Unit and one of them transfers or conveys his or her interest to other two owners);
- 2) to a co-owner's estate, surviving spouse or children upon the death of a co-owner;
- 3) to a member of a co-owner's immediate family where no consideration or only nominal consideration is received;
- 4) to an entity (corporation, partnership, trust, limited liability company, etc.) wholly owned by the transferor;
- 5) to an institutional lender in lieu of foreclosure of a mortgage, or upon foreclosure of a mortgage by an institutional lender, or upon foreclosure by the Association.

b) Use of Fee. The Transfer Fee funds shall be placed and held by the Association in the same account as the existing assessment funds to be utilized in the same manner and for the same purposes as provided for the existing assessment funds as set forth in Article IV of the Amended Declaration. Any nonpayment of the Transfer Fee shall be subject to the same provisions as nonpayment of the existing assessment as set forth in Sections Six (6) and Seven (7) of Article IV of the Amended Declaration.

- 2) This Amendment shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina as contemplated by Section Eleven (11) of the Amended Declaration. All other provisions of the Declaration and Amended Declaration shall remain unchanged and of full force and effect.

IN WITNESS WHEREOF, the undersigned Association and Lot owners, by and through their duly authorized Officers, have duly executed this First Amendment to Declaration of Covenants Conditions and Restrictions for Palmetto Point Business Park the date first above written.

IN THE PRESENCE OF:

Saw Mill Creek Plantation Property Owner's
Association, Inc

(signature of witness #1)

Attest:

Christina Galbreath-Gonzalez

(signature of notary public)

Its:

Treasurer

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

ACKNOWLEDGMENT

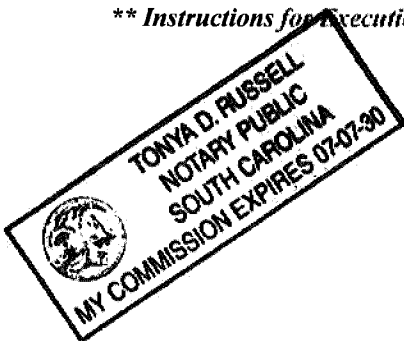
I, the undersigned Notary Public do hereby certify that Christina Galbreath-Gonzalez appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Palmetto Point Business Park POA, Inc.

Witness my hand and seal this 24 day of July, 2023.

Tonya D. Russell (SEAL)
Signature of Notary Public for South Carolina
My Commission expires: _____

**** Instructions for Execution:**

*All signatures should be in blue ink.
ALL blanks must be filled in.
Grantor signs at line(s) 1)
Witness #1 signs at line 2)
Notary Public signs at line 3)
Notary Public signs at line 4) and affixes notary seal*



IN THE PRESENCE OF:

Amy Russell
(signature of witness #1)

Paige Mckeane
(signature of notary public)

Saw Mill Creek Plantation Property Owner's
Association, Inc

By: *Amy Thompson*
Amy Thompson

Its: President

STATE OF SOUTH CAROLINA)

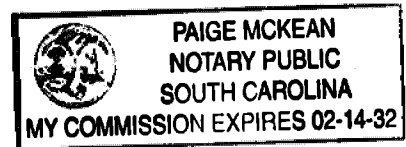
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Amy Thompson appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument on behalf of The Palmetto Point Business Park POA, Inc.

Witness my hand and seal this 16 day of August, 2023.

4) *Paige Mckeane* (SEAL)
Signature of Notary Public for South Carolina
My Commission expires: _____



**** Instructions for Execution:**

*All signatures should be in blue ink.
ALL blanks must be filled in.
Grantor signs at line(s) 1)
Witness #1 signs at line 2)
Notary Public signs at line 3)
Notary Public signs at line 4) and affixes notary seal*