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DORCHESTER COUNTY, SC

**DECLARATION
OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WESCOTT PLANTATION**

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56.6

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**DECLARATION OF MASTER COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR WESCOTT PLANTATION**

THIS DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESCOTT PLANTATION is made this 2nd day of June, 2000, by Wescott Plantation, LLC, a South Carolina limited liability company (hereinafter referred to as "Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the Property, as described in Exhibit A, consisting of approximately 33.203 acres, located on or near Wescott Boulevard in Dorchester County, South Carolina, which will be developed as a residential community to be known as Wescott Plantation, and Declarant desires to subject the Property to the provisions of this Declaration in order to establish certain covenants, conditions, restrictions and easements with respect to development and operation of the Property and to provide a flexible and reasonable method for the administration, assessment and maintenance of the Common Area, as defined below;

WHEREAS, Declarant intends to divide the Property into Parcels, as defined below, each to be developed for residential use by a Developer, as defined below, and desires that each Parcel be subject to the covenants and restrictions as set forth herein; and

WHEREAS, Declarant also desires to reserve the right at his sole option to subject other property surrounding the Property, referred to herein as Declarant's Remaining Property and Contiguous Property, to the provisions of this Declaration;

NOW, THEREFORE, this Declaration and the covenants, restrictions and easements set forth herein shall be covenants to run with the land and all the Property is subject and subordinate to the provisions of this Declaration. The Declaration shall inure to the benefit of and shall be binding upon each Owner and his, her or its respective heirs, legal representatives, successors, lessees, grantees, assigns and mortgagees. BY THE RECORDING OF A DEED OR THE ACCEPTANCE OF TITLE TO A UNIT OR ANY INTEREST THEREIN, THE PERSON OR ENTITY TO WHOM SUCH UNIT OR INTEREST IS CONVEYED, AND THEIR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES, GRANTEES, ASSIGNS AND MORTGAGEES, SHALL BE DEEMED TO HAVE AGREED TO BE BOUND BY THIS DECLARATION.

ARTICLE I.
DEFINITIONS

1.1. DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of any such term(s):

1.1.1. "Added Property(s)" means real property, whether or not owned by a Declarant, which is made subject hereto as provided in Section 2.2.9 hereof.

1.1.2. "Affiliate" means any entity which is owned by the Declarant, which owns the Declarant, or in which the Declarant or Persons holding an interest, directly or indirectly, in Declarant own at least fifty per cent (50%) of the interests.

1.1.3. "Area of Common Responsibility" means any area for which the Master Association has or assumes the responsibility for maintenance, repair and management, including, without limitation, the Common Area and portions of the Property specified by the Declarant which have not been conveyed to a Developer as a Parcel and which contain facilities which benefit more than one Parcel, including, without limitation, (a) street shoulders and curbs, walkways and bicycle paths, signage, landscaping, street lighting, signage lighting and landscape lighting, whether within a Common Area or unpaved portions of designated common roadways and whether said rights-of-way are privately owned, dedicated to the public, or conveyed to the State of South Carolina or any municipality thereof (b) lakes, lagoons and drainageways specifically shown and designated on any plat of the Property, or any portion thereof, which plat is approved by Declarant or the Master Association, as being a Common Area of the Master Association or the responsibility of the Master Association, and (c) any common utility or facilities which have not been dedicated to and accepted for maintenance by a private or public utility. "Area of Common Responsibility" does not include common area established by a Developer within a Parcel unless Declarant agrees in a written recorded instrument that such area is to be Common Area under this Declaration.

1.1.4. "Assessment" means the charges from time to time assessed against a Unit by the Master Association in the manner herein provided, and shall include both regular and special assessments.

1.1.5. "Board of Directors" or "Board" means the Board of Directors of the Master Association.

1.1.6. "By-Laws" means the By-Laws duly adopted by the Master Association which govern the administration and operation of the Master Association, as may be amended from time to time. A copy of the By-Laws is attached as Exhibit B.

1.1.7. "Common Area" means all areas shown and designated as a Common Area, or similar wording clearly indicating such intent, on any recorded plat of the Property, or

any portion thereof, which plat has been approved in writing by Declarant and incorporated herein by a Supplemental Declaration. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREA SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN. "Common Area" does not include common area established by a Developer with respect to a Parcel and which does not benefit Owners in other portions of the Property unless Declarant agrees in a written recorded instrument that such area is to be Common Area under this Declaration.

1.1.8. "Common Expenses" means all liabilities or expenditures made or incurred by or on behalf of the Master Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of this Declaration.

1.1.9. "Contiguous Property" means any property contiguous at any point to the Property, to Declarant's Remaining Property or to any other property which is made subject to this Declaration as Contiguous Property pursuant to Section 2.2.9 hereof.

1.1.10. "Declarant" means Wescott Plantation, LLC, a South Carolina limited liability company, its successors and assigns, and any entity designated as a successor declarant by Wescott Plantation, LLC by a recorded Supplemental Declaration, provided, however, that this definition shall not include any Developer (unless such Developer is designated by Declarant as a successor declarant in writing) and shall not include the purchaser, Owner, or mortgagee of any Unit.

1.1.11. "Declarant's Remaining Property" means all property, other than the Property, which is part of that certain tract of land designated as Tract "B" 313.567 acres, on that certain subdivision plat entitled "SUBDIVISION PLAT SHOWING A 1539.044 ACRE TRACT OF LAND, KNOWN AS THE WESCOTT TRACT, BEING SUBDIVIDED INTO TRACTS "A", "B", PARCELS 1 THROUGH 6, PROPERTY OF WESTVACO CORPORATION, AND THE GOLF CLUB AT WESCOTT PLANTATION, PROPERTY OF CITY OF NORTH CHARLESTON, LOCATED IN THE CITY OF NORTH CHARLESTON, AND A PORTION IN THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA," dated August 17, 1999, prepared by Trico Engineering Consultants, Inc., recorded in the Office of the Register of Deeds for Dorchester County in Cabinet J at page 140.

1.1.12. "Declaration" means this Declaration of Master Covenants, Conditions and Restrictions for Wescott Plantation and all amendments or Supplemental Declarations filed for record from time to time in the Office of the Register of Deeds for Dorchester County, South Carolina.

1.1.13. "Developer" means a purchaser of a Parcel or of Added Property which is subject to this Declaration for the purpose of subdivision or development into Units, and such purchaser's successors and assigns; provided, however, that this definition shall not include the purchaser, Owner, or mortgagee of a Unit.

1.1.14. "Development" means the residential community constructed or to be constructed upon the Property or Added Property or portions thereof.

1.1.15. "Development Review Board" means the board described in Section 2.2.3, appointed by Developer, which shall review development plans for Parcels and Units and carry out the other functions of the Development Review Board as set forth in this Declaration.

1.1.16. "Improvement" means

(a) Any thing or object, the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation any building or part thereof, garage, porch, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, fence, driveway, curbing, paving, wall, tree, shrub, landscaping, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Parcel;

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel to, from, upon or across any Parcel.

1.1.17. "Managing Agent" means any entity retained by the Master Association to manage the Common Area and Area of Common Responsibility, or portions thereof, and supervise its maintenance and the operation of the administrative affairs of the Master Association.

1.1.18. "Master Association" means the Wescott Plantation Master Association, Inc., a South Carolina not-for-profit corporation.

1.1.19. "Master Association Development Review Board" means the board appointed by the Master Association to take over the functions of the Development Review Board with respect to one or more Parcels as designated by Developer pursuant to Section 2.2.3 of this Declaration.

1.1.20. "Occupant" means any individual lawfully occupying any Unit, including, without limitation, any Owner, or family member, guest, invitee, licensee, tenant of an Owner occupying any Unit.

1.1.21. "Owner" means any Person which owns fee simple title to any Unit located on the Property. "Owner" shall not mean a mortgagee unless such mortgagee has acquired title to the Unit or any Person having a contract to purchase a Unit but to which title has not been conveyed of record.

1.1.22. "Parcel" means any portion of the Property or of any Added Property subjected to this Declaration which is (i) established as a separate tract by recorded plat, or (ii) established as a smaller component of such a tract, such as a residential lot established by a recorded plat or a condominium unit established by recording of a master deed. No portion of

the Property shall be deemed a "Parcel" until such time as the property lines of such Parcel have been established and a plat recorded in the Office of the Register of Deeds for Dorchester County or, in the case of a condominium unit, established by recording of a master deed in the Office of the Register of Deeds for Dorchester County.

1.1.23. "Person" means any individual or legal entity, as the context may reasonably require.

1.1.24. "Property" means all the land and Improvements thereon described in Exhibit "A" and any Added Property.

1.1.25. "Relinquishment of Control" means relinquishment by Declarant of the right to appoint all members of the Board, which relinquishment shall occur only when Declarant in its sole discretion and at its sole option executes and records a written instrument relinquishing such control.

1.1.26. "Special Assessment" has the meaning set forth in Section 7.2.

1.1.27. "Subordinate Association" means an association of Owners within one or more Parcels, as defined or created by a Subordinate Declaration, to provide for the orderly control, administration, maintenance or management of those Parcels.

1.1.28. "Subordinate Declaration" means any instrument or documents and any amendments thereto, which is filed of record with respect to a Parcel or Parcels, and which creates an association of owners for such Parcel or Parcels and/or establishes covenants, conditions, easements, rules or restrictions with respect to the Parcels, dwellings, units or Improvements within such Parcel or Parcels.

1.1.29. "Supplemental Declaration" means any document executed by Declarant and recorded in the Office of the Register of Deeds for Dorchester County, South Carolina, for the purpose of subjecting Added Property to this Declaration, establishing additional restrictions, covenants or easements with respect to the Property, Added Property, or any portion thereof, or otherwise amending or supplementing this Declaration.

1.1.30. "Unit" means any Improvement located within the Property, whether improved or unimproved, which (a) is intended for use and occupancy as an attached or detached residence for one family, (b) may be independently owned and conveyed, and (c) is held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common). "Unit" includes, by way of illustration and not limitation, townhouses, cluster homes, patio or zero lot line homes, each half of a duplex built along a zero lot line, and single-family detached houses, in each case located on separately platted Parcels, and also includes condominium units established under a master deed approved by Declarant. "Unit" excludes Common Area, common property of any Subordinate Association, and property dedicated to the public unless otherwise specified in the deed from the Declarant or the Master Association conveying such property or in another recorded document expressly approved by the Declarant. A Parcel shall initially be deemed to contain the number of Units designated on or

with the subdivision plat for the Parcel which is approved by the City of North Charleston, South Carolina and recorded in accordance with applicable ordinances and laws or, in the case of condominium units, as designated in the recorded master deed. Thereafter, each dwelling unit for which a certificate of occupancy has been issued shall constitute a separate Unit. The Master Association shall have the right to determine whether a Unit exists and how many Units exist at a particular time, subject to the provisions of this Declaration.

1.1.31. "Wetland Tract" means any piece or tract within the Property designated on a recorded plat as a "Wetland Tract" which is the subject matter of a Department of the Army Permit issued by the U.S. Army Corps of Engineers, or is the object of a mitigation plan under any such permit, and which, by recorded restriction covenants referencing such plat and permit, and such additional matters as the permit requires, is made subject to restrictive covenants as described in Article IV below.

ARTICLE II PLAN OF DEVELOPMENT

2.1. NON-SEVERABILITY OF RIGHTS

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

2.2. GENERAL PLAN OF DEVELOPMENT

2.2.1. Responsibilities of Declarant

Declarant at its option may from time to time construct amenities such as a swimming pool, tennis courts, an open air pavilion, a clubhouse or other facilities within a Parcel or Parcels of land and declare the same to be Common Area. Whether and when Declarant builds any such amenities, and the size, design and quality of any such amenities, shall be determined by Declarant in its sole discretion. Nothing herein or on any plat or drawing shall be construed as obligating Declarant to build any such amenities. Declarant is not responsible for the construction or maintenance of Wescott Boulevard, which is being undertaken by the City of North Charleston. Declarant is not responsible for construction or maintenance of any other roads, utilities or other facilities within the Property, which will be the responsibility of each Developer with respect to such Developer's Parcel. Each Owner shall look only to the Developer of a Parcel, and not to Declarant, with respect to obligations relevant to development of such Parcel. Notwithstanding the foregoing, Declarant may also act as Developer with respect to a Parcel, in which case Declarant shall have the rights and obligations of a Developer with respect to such Parcel.

2.2.2. Responsibilities of Parcel Developer

The Developer of a Parcel, whether the Developer is Declarant or a third party entity, shall be solely responsible for development and construction of any of the following services and facilities within the Parcel which the Developer shall determine are appropriate, or as may be required by applicable regulatory agencies, and which are approved by the Development Review Board: (a) roads, common properties and facilities, public and private rights-of-way, utility lines and facilities, walkways and bicycle paths, signage, landscaping, street lighting, signage lighting and landscape lighting; (b) landscaping, signage and lighting at the intersection of the primary road serving the Parcel and the entry road into each such Parcel; and (c) drainageways, easements, and retention or detention ponds and lagoons serving the drainage needs within the Parcel and, if required by approvals of any applicable regulatory agency, any other property. All such drainageways, easements, and retention or detention ponds and lagoons which are subject to a Department of the Army permit issued by the U.S. Army Corps of Engineers or the Office of Coastal Resource Management of the Department of Health and Environmental Control shall be subject to the restrictive covenants referred to in Article IV below.

2.2.3. Development Review Board

The Developer shall appoint the Development Review Board, consisting of not less than one and not more than three Persons, which shall have the responsibilities of the Development Review Board as set forth in this Declaration. Developer may from time to time at its sole option assign the responsibilities of the Development Review Board with respect to one or more Parcels to the Master Association Development Review Board. The Master Association Development Review Board shall consist of not less than three and not more than five Persons as appointed by the Board of Directors from time to time. After such an assignment, the Master Association Development Review Board shall be responsible for development review as provided in this Declaration with respect to the particular Parcel or Parcels so designated by Developer, but the Development Review Board appointed by Developer shall continue to be responsible for development review with respect to the remainder of the Property. At such time as Developer has assigned to the Master Association Development Review Board development review responsibilities for all of the Property, the Master Association Development Review Board shall constitute the sole development review board for Wescott Plantation and Developer shall have no further responsibility with respect to development review. Members of the Development Review Board and of the Master Association Development Review Board need not be Owners.

2.2.4. General Development Guidelines

No Improvement shall be commenced, erected or maintained on any Parcel or any Common Area, nor shall any exterior addition to or alteration thereof be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Development Review Board for written approval (i) as to conformity and harmony of external design and general quality with the standards of Wescott Plantation and (ii) as to the location and height of the Improvement in relation to surrounding

Improvements and topography and finished ground elevation. In the event the Development Review Board fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted in writing, approval by the Development Review Board will not be required. Unless otherwise approved by the Development Review Board, all Improvements and landscaping shall comply with the following general standards:

(a) Site location and height of Improvements will be subject to consideration of topography, tree cover, elevations visible from street and other Units and similar factors in order to insure, to the extent practical, harmonious development of all Parcels.

(b) Construction materials shall be subject to review and approval by the Development Review Board.

(c) Areas of front, side and rear yards and the landscaping thereof must be approved by the Development Review Board as in conformity with the general quality and standards of Wescott Plantation.

(d) Artwork, sculpture and other decorative yard fixtures will not be allowed except upon approval of the Development Review Board. The Development Review Board will adopt rules and regulations concerning seasonal decorations such as Christmas decorations.

(e) Dead trees which pose a hazard to an Improvement or a road must be removed during construction. After occupancy, trees that die and pose a hazard to an Improvement or a road must be removed within a reasonable time period.

(f) All landscaping, whether naturalized or more formal, must be maintained in an attractive condition.

(g) Removal of trees more than six (6) inches in width at diameter breast height and more than ten (10) feet outside the footprint of an approved building plan shall be subject to approval of the Development Review Board.

2.2.5. Submission of Plans

At the option of the Development Review Board, an Owner may be required to pay a non-refundable processing fee of \$300.00 at the time plans and specifications are submitted to the Development Review Board. Plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Development Review Board. Unless otherwise approved by the Development Review Board, the plans and specifications submitted to the Development Review Board shall include the following:

(a) a site plan showing the location of all proposed and existing Improvements on the Parcel including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a floor plan;

(c) exterior elevations of all proposed Improvements and alterations to existing Improvements, as such Improvements will appear after all backfilling and landscaping are completed;

(d) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed Improvements and alterations to existing Improvements;

(e) plans for grading; and

(f) plans for landscaping (to be submitted not less than 60 days before anticipated completion of the dwelling).

Approval for use in connection with any Parcel or Improvement of any plans and specifications shall not be deemed a waiver of the Development Review Board's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Parcel or Improvement. Approval of any such plans and specifications relating to any Parcel or Improvement, however, shall be final as to that Parcel or Improvement and such approval may not be rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications as approved, and any conditions attached to any such approval.

It is contemplated that in some instances a home builder may build most or all of the homes in a neighborhood. In such instances, the Development Review Board may in its discretion approve standard house plans to be used for more than one Parcel without separately approving the plan for each individual Parcel. The Development Review Board may also in such instances waive approval of the location of each individual home, removal of specific trees and other specific approvals for each home, and instead approve the general scheme of development by such home builder.

The Declarant, the Development Review Board and its members shall not be responsible or liable in any way for any defects in any plans or specifications approved by the Development Review Board, nor for any structural defects in any work done according to such plans and specifications approved by the Development Review Board. Further, the Declarant, the Development Review Board and its members shall not be liable in damages to anyone submitting plans or specifications for approval under this Declaration, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Development Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Parcel agrees, that he will not bring any action or suit against Declarant, or any member of the Development Review Board, to recover for any such damages.

Any member, employee or agent of the Development Review Board may, after reasonable notice, at any reasonable time enter upon any Parcel and Improvement thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Improvement or the use of any Parcel or Improvement is in compliance with the provisions of this Declaration, and neither the Development Review Board nor any such member, agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

2.2.6. Approval of Plats.

No plat subdividing or otherwise affecting any portion of the Property shall be recorded unless such plat includes written approval thereof on the face of the plat by the Development Review Board.

2.2.7. Violations.

If any Improvement shall be erected, placed, maintained or altered upon any Parcel, other than in accordance with the plans and specifications approved by the Development Review Board pursuant to the provisions of this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein. If, in the opinion of the Development Review Board, such violation shall have occurred, the Development Review Board shall, within its discretion, (a) execute a written waiver or variance with respect to the violation, or (b) provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Development Review Board or Declarant shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The Development Review Board may assess Thirty (\$30.00) Dollars per day against an Owner for each event of non-compliance or violation, which assessment shall be a lien on the Owner's Parcel with the same priority and with the Board to have the same powers of enforcement as are provided for Assessments under Article VII hereof.

2.2.8. Designation of Common Area and Area of Responsibility

Declarant shall designate in one or more Supplemental Declarations the additional Common Area and the Area of Common Responsibility for which the Master Association shall be responsible. If approved in writing by Declarant, a Developer may convey common area within a Parcel developed by such Developer to the Master Association as Common Area, provided that the conveyance shall be free and clear of all liens and the Developer shall promptly provide to the Master Association a copy of the conveyance documents. After approved conveyance of a Common Area or designation of an Area of Common Responsibility, the Master Association shall be fully responsible for its operation, maintenance and repair. Declarant may assign its rights under this Section to the Master Association by written recorded instrument. The Common Area shall be subject to the General Development Guidelines set forth in Section 2.2.4.

2.2.9. Subjecting Added Property to the Declaration

Declarant may in its sole discretion from time to time, but (subject to Section 2.2.10) is not obligated to, make all or any portion or portions of the Declarant's Remaining Property subject to this Declaration as Added Property by execution and recording of a Supplemental Declaration. Declarant may also in its sole discretion make or allow the owner thereof to make any land which is Contiguous Property subject to this Declaration as Added Property by execution and recording of a Supplemental Declaration. All portions of Declarant's Remaining Property and of Contiguous Property made subject to this Declaration shall thereafter be part of the "Property" as such term is defined herein. No portion of Declarant's Remaining Property or of any Contiguous Property may be made subject to this Declaration after January 1, 2020. Unless Declarant has approved and executed a Supplemental Declaration subjecting a portion of Declarant's Remaining Property or of Contiguous Property to this Declaration as Added Property, no such property shall be subject to this Declaration or a part of Wescott Plantation. Without Declarant's written recorded approval, no Developer shall attempt to combine any Contiguous Property in a common scheme of development with any portion of the Property by use of a connecting road or otherwise.

2.2.10 Commitment to Add Property

Any provision hereof to the contrary notwithstanding, Declarant commits that on or before the earlier of (i) December 31, 2001, or (ii) such earlier date as Declarant may in its discretion complete construction of a recreational amenity (such as, for example, a swimming pool) within a Common Area, Declarant will file Supplemental Declaration(s) subjecting Added Property to the scheme of this Declaration sufficient under then current zoning to allow development of at least 250 Units (in addition to the Units contained in The Gates at Wescott portion of the Property). Declarant shall not be responsible for the time of completion of such Units. Nothing herein shall be construed as committing Declarant to construct any particular recreational amenity as part of the Common Area.

2.2.11. Use of Property Not Subjected to this Declaration

All portions of the Declarant's Remaining Property and of Contiguous Property which have not been made subject to this Declaration in accordance with Section 2.2.9 above may be used by Defendant or the owner thereof for any use permitted by law. Such property shall not be deemed restricted in any manner by this Declaration.

2.2.12. Additional Restrictions Applicable to Parcels.

In addition to the other provisions of this Declaration, Declarant may, by written instrument recorded prior to or simultaneously with conveyance of a Parcel to a Developer, establish additional covenants, restrictions and easements with respect to such Parcel. By way of example, a particular Parcel may be limited to single family residential use, single family zero lot line residences (including without limitation duplexes with zero lot lines), or single family condominium use.

2.3. LIMITATION OF LIABILITY

2.3.1. Declarant Not Responsible for Claims Against Developer.

Declarant shall not be liable for performance of any obligations of any Developer, whether arising by contract, operation of law or otherwise, nor shall Declarant be responsible in any manner for any work performed by or any act, error or omission of any Developer or any agent thereof with respect to any Parcel or the development thereof. Without limiting the generality of the foregoing, Declarant shall not be responsible for the design or construction of any Units, roads, storm drainage facilities, utility systems, amenities or other Improvements placed on a Parcel by a Developer nor shall Declarant be responsible for the soil content, storm drainage or buildability of any building site. Each Developer of a Parcel shall indemnify and hold harmless Declarant against any claim by any Owner, governmental agency or other party relating to any of the foregoing, and including indemnification for all attorneys' fees and expenses incurred by Declarant in defending any such claim. Each Owner, by accepting title to a Parcel subject to this Declaration, releases Declarant from any such claim.

2.3.2. Declarant and Developers Not Responsible for Claims Against Builders.

Declarant and Developers shall not be liable for performance of any obligations of any builder, whether arising by contract, operation of law or otherwise, nor shall Declarant or any Developer be responsible in any manner for any work performed by or any act, error or omission of any builder or any agent thereof with respect to any Unit or other Improvement constructed by such a builder. Without limiting the generality of the foregoing, Declarant and Developers shall not be responsible for the design or construction of any home or any other Improvement constructed on a Parcel by a builder. Each builder shall indemnify and hold harmless Declarant and all Developers against any claim by any Owner, governmental agency or other party relating to any of the foregoing, and including indemnification for all attorneys' fees and expenses incurred by Declarant or any Developer in defending any such claim. Each Owner, by accepting title to a Parcel subject to this Declaration, releases Declarant and Developer from any such claim.

2.4. INTEREST SUBJECT TO PLAN OF DEVELOPMENT

Every Owner shall take title, and every mortgagee or holder of a security interest in any part of the Property shall hold such mortgage or security interest, subject to the terms and conditions of this Declaration.

ARTICLE III
GENERAL RESTRICTIONS AND COVENANTS

3.1. GENERAL RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions and easements are hereby imposed on the Property:

3.1.1. Single Family Residential Use of Property. All Parcels (except any Parcel or portion thereof dedicated as a Common Area) shall be developed only for use as single family residential Units, provided, however, that nothing herein shall prevent Declarant or, with Declarant's approval, a Developer or a builder of Units in Wescott Plantation, from using a Parcel owned by Declarant or such Developer or builder for the purpose of carrying on business related to the development, improvement and sale of Units in Wescott Plantation, including without limitation a sales center or a model home. Units permitted herein (subject to any further restrictions imposed in a Supplemental Declaration) include townhouses, cluster homes, patio or zero lot line homes, each half of a duplex built along a zero lot line, and single-family detached houses, in each case located on separately platted Parcels, and also includes condominium units established under a master deed approved by Declarant. No multi-family apartment complexes shall be permitted. Unless otherwise approved by Declarant, except for Units owned by a Developer, no Unit may be owned by more than two individuals and, if a Parcel is owned by an entity, the ownership of the entity shall be limited to no more than two individuals.

3.1.2. Setbacks and Building Lines.

(a) The Development Review Board is empowered to establish setback lines in its sole discretion for each Parcel. The Development Review Board shall have the right to approve the exact location of all Improvements before the foundation is poured.

(b) Walls and Fences. All fences and walls shall be erected, placed, or altered on a Parcel only as approved by the Development Review Board.

(c) Subdivision of Parcels. One or more Parcels or parts thereof may be subdivided or combined to form one single building Parcel only if approved, in writing, by the Development Review Board, and, in such event, the requirements provided herein shall apply to such Parcels as re-subdivided or combined.

3.1.3. Obstructions to View at Intersections.

The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

3.1.4. Delivery Receptacles and Property Identification Markers.

The Development Review Board shall approve the location and design, including color, size, lettering, and other particulars, for receptacles for the receipt of mail, newspapers or

similarly delivered materials. The Development Review Board may at its option require a uniform design within Parcels. Property identification markers are also subject to approval of the Development Review Board.

3.1.5. Use of Outbuildings and Similar Improvements.

No Improvement of a temporary nature, unless approved in writing by the Development Review Board, shall be erected or allowed to remain on any Parcel, and no trailer, camper, shack, tent, garage, barn or other Improvement of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent those engaged in construction from using trailers, sheds or other temporary Improvements during construction, subject to the Development Review Board's approval.

3.1.6. Animals and Pets.

No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on an owners Parcel, with the exception of dogs, cats, birds, or other usual and common household pets; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Master Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Parcels or the owner of any property located adjacent to the Property may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose in residential Parcels. Dogs shall, at all times whenever they are outside an Owner's Parcel, be confined on a leash held by a responsible person.

3.1.7. Offensive Activities.

No noxious, offensive or illegal activities shall be carried on upon any Parcel, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Parcels. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Property.

3.1.8. Signs.

No advertising signs or billboards shall be erected on any Parcel or displayed to the public on any Parcel. No Owner of a Parcel shall place a "for sale" sign, "for rent" sign or similar sign on any Parcel. The foregoing restrictions shall not apply to signs owned by the Declarant used to identify and advertise the Property as a whole or neighborhoods within the Property, nor to signs used by a Developer for the purpose of selling Parcels and/or houses during the development and construction period, provided such signs are approved by the Development Review Board.

3.1.9. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of streets. All residential utility service lines to residences shall be underground unless otherwise approved by the Development Review Board.

3.1.10. Maintenance.

Each Owner shall keep and maintain each Parcel and Improvement owned by him, as well as all landscaping located thereon, in good condition and repair.

3.1.11. Antennae.

The Development Review Board must approve the location and size of any radio or television transmission or reception tower, antenna, satellite dish or similar equipment to be erected on a Parcel. No satellite dish or similar apparatus shall exceed two feet in diameter. The Development Review Board may consider visibility of such devices from streets, Common Area or other Units in determining whether to approve the size or location of such a device.

3.1.12. All vehicles will be parked only in their garages or in the driveways serving their Parcels or appropriate spaces or designated areas in which parking may be allowed and then subject to such reasonable rules and regulations as the Board may adopt. Provisions must be made by each Owner of a Parcel for paved parking for at least two automobiles belonging to Occupants and guests. The parking of automobiles on streets for long periods of time during the day and night, except for social gatherings and functions, is prohibited. All commercial vehicles (i.e., those having lettering or logos), tractors, mobile homes, campers, recreational vehicles and trailers (either with or without wheels), must be parked entirely within a garage unless otherwise permitted by the Board. Notwithstanding the foregoing, boats and boat trailers, in each case owned by the Unit Owner, may be stored on driveways, subject to rules promulgated by the Board which may, if the Board so elects, limit the size and number of such boats and boat trailers and require screening of the same from other Units. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally constructed. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Master Association may be towed by the Master Association at the sole expense of the owner if it remains in violation for a period of twenty-four (24) hours. The Master Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

3.1.13. Garbage and Refuse Disposal.

No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, except for leaves, branches, and other such materials which the applicable collection company routinely allows to be placed unbagged along streetside for collection. All incinerators or other equipment for the

storage or disposal of such material shall be kept in a clean and sanitary condition. If litter or other materials are found on any Parcel, the same will be removed by the Owner of such Parcel, at the Owner's expense.

3.1.14. Changing Elevations.

No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Parcels or water run-off to other Parcels, unless approved in writing by the Development Review Board.

3.1.15. Sewage System.

Sewage disposal shall be through the public sanitary sewer system serving Wescott Plantation.

3.1.16. Water System.

Water shall be supplied through the public water system serving Wescott Plantation.

3.1.17. Utility Facilities.

Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, gas, electricity and sewerage systems, in variance with the provisions of this Declaration.

3.1.18. Model Homes.

Declarant shall have the right to construct and maintain model homes on any of the Parcels. Developer and home builders may do so only if approved by Declarant.

3.1.19. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or another substance approved by the Development Review Board and of a color approved by the Development Review Board.

3.1.20. Swimming Pools and Tennis Courts.

Swimming pools must be in-ground and both swimming pools and tennis courts must be located to the rear of the residence on a Parcel, unless a different location is authorized in writing by the Development Review Board. All swimming pools and tennis court installations must conform to the setback lines and building requirements established by the Development Review Board.

3.1.21. Guns.

The use of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

3.1.22. Irrigation.

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Property shall be installed, constructed or operated within the Property, unless approved by the Development Review Board.

3.1.23. Drainage.

No Owner shall do or permit any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Development Review Board and except for rights reserved to Declarant to alter or change the drainage patterns.

3.1.24. Construction Regulations of the Development Review Board.

All Owners and contractors shall comply with any construction guidelines promulgated by the Development Review Board. Owners or their builders may be required to pay a deposit to the Association to secure such performance. Such guidelines may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

3.1.25. Continuity of Construction.

Construction of any Unit commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Development Review Board. If construction of a Unit is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required 12-month period, the Development Review Board in its discretion may impose a fine of not more than \$500.00 per day on the Owner of the Parcel until construction is resumed, or the Unit is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. Landscaping shall be completed within ninety (90) days after the completion of a unit on a Parcel, subject to reasonable delay caused by drought or other unusual weather conditions, or a fine of up to Ten (\$10.00) Dollars per day may be levied by the Development Review Board against the Parcel Owner. All such charges shall be a lien upon the Parcel with the same priority and with the Board to have the same powers of enforcement as provided for Assessments under Article VII hereof. The time limitations in this Section apply only to Units

and do not apply to other Improvements such as subdivision improvements undertaken by a Developer.

3.1.26. Well Limitation; Water Supply.

No individual water system or well of any type shall be maintained, drilled or permitted on any Parcel without the approval of the Development Review Board. Unless otherwise approved by the Development Review Board, the central public water supply system for Wescott Plantation shall be used as the sole source of water for all purposes on each Parcel (including but not limited to water for all water spigots and outlets located within and without all buildings, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and each Owner, at his expense, shall connect his water lines to the water distribution main for the Property and shall pay the connection and water meter charges established by the applicable water authority. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

3.1.27. Sewage Disposal.

Each Owner of a Parcel, at his expense, shall connect his sewage disposal line to the public sewage system serving Wescott Plantation. Each Owner shall pay all sewer availability fees, tap fees and user fees charged by the authority providing sewer services. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tanks or other private sewage disposal unit shall be installed or maintained on the land covered by this Declaration unless approved by the Development Review Board.

3.1.28. No Overhead Wires.

All telephone, electric and other utility lines and connections between the main utility lines and the residence or other building located on each Parcel shall be concealed and located under ground, unless necessary to maintain electrical service or otherwise approved by the Development Review Board. Each Owner requiring an original or additional electric serve shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owner's improvements, and all of the same shall be underground and remain the property of the Owner of each such Parcel.

ARTICLE IV WETLANDS RESTRICTIVE COVENANTS NOTICE

4.1. WETLAND PERMITS AND PROTECTIVE COVENANTS

Portions of the Property are designated as "Wetlands" and "Wetland Buffers" pursuant to Department of the Army Charleston District Corps of Engineers Permit No. 99-1A-213-C. All portions of the Property which constitute "Wetlands" or "Wetland Buffers" shall be subject to such Corps of Engineers Permit and a Declaration of Wetlands Protective Covenants which is or

will be recorded in the Office of the Register of Deeds for Dorchester County (the "Wetlands Covenants"). Declarant may at its option convey Wetland Tracts to the Master Association as Common Area.

ARTICLE V PROPERTY RIGHTS

5.1. EASEMENTS FOR DECLARANT

During the period that Declarant owns any of the Property, or until such earlier time as Declarant records a Supplemental Declaration relinquishing its rights as set forth in this section, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Area and Area of Common Responsibility for the purpose of constructing, installing, maintaining, repairing and replacing such Improvements to the Property as Declarant desires. The exercise of such rights and easements by Persons other than Declarant shall be undertaken only with the prior written approval of the Declarant.

5.2. EASEMENTS FOR ASSOCIATION

The Master Association and its directors, officers, agents and employees, including, but not limited to, any Managing Agent of the Master Association and any officers, agents and employees of such Managing Agent, shall have a general right and easement to enter upon any Parcel or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner directly affected thereby.

5.3. CHANGES IN BOUNDARIES; ADDITIONS TO COMMON AREA

So long as the Declarant owns any interest in the Property, any Added Property or any of Declarant's Remaining Property, Declarant reserves the right and power, without the approval of the Master Association, to change the boundary lines between any Common Area and other portions of Property owned by Declarant or any Affiliate or to add portions of the Property to the Common Area.

5.4. EASEMENTS FOR UTILITIES AND SERVICES

Declarant shall have a transferable, perpetual power and authority to grant and accept easements to and from any private entity or public authority, agency, public service district, public or private utility or other Person, upon, over, under and across the (i) Common Area and Area of Common Responsibility, and (ii) easement areas within Parcels as designated on recorded plats or in Subordinate Declarations, for constructing, installing, maintaining, repairing, inspecting and replacing master television antennae or television cable systems, data transmission systems, security and similar systems, landscaping, and all utility facilities and services, including, but not limited to, storm and sanitary sewer systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant without notice to or consent by the Master Association. The Master Association may grant such

easements in the manner set forth in the By-Laws, but may not grant such easements over Property owned by the Declarant or its Affiliates without the express written permission of the owner. To the extent feasible, as determined by the Declarant or the Master Association, as applicable, all utility lines serving the Property and located therein shall be located underground. Unless permitted by the terms of the easement, or unless permitted by the grantee of the easement or the commission, municipality, utility or other entity controlling the easement area, no Improvement shall be erected, no paving shall be laid, and no trees or shrubs shall be planted in such easement, without the written consent of the grantee of such easement.

5.5. MUNICIPAL EASEMENT

Police, fire, water, health and other authorized municipal officials, employees and vehicles shall have the right of unrestricted ingress and egress to the Common Area and Area of Common Responsibility, and any portion thereof, for the performance of their official duties.

5.6. AGRICULTURAL USES

Declarant and its Affiliates reserve the right to use any portion of the Property not conveyed to others for "Agricultural" purposes, as defined in S.C. Code Section 12-43-230 et seq., amended or replaced from time to time, and Declarant reserves the right to permit such use by others.

ARTICLE VI THE ASSOCIATION

6.1. GOVERNANCE

The Master Association shall not have any members, but shall be governed by a Board of Directors selected as set forth herein. The Board of Directors shall function in accordance with this Declaration and the Bylaws, and all Owners and Subordinate Associations shall be bound by this Declaration and the Bylaws. The Bylaws may be amended, from time to time, only as provided herein. The Board of Directors shall constitute the final administrative authority of the Master Association, and all decisions of the Board of Directors shall be binding upon the Master Association and the Owners. Unless otherwise expressly stated by this Declaration or the Bylaws, all rights, titles, privileges and obligations vested in or imposed upon the Master Association shall be held and performed by the Board of Directors.

6.2. BOARD OF DIRECTORS

6.2.1. Subsequent to Relinquishment of Control by Declarant.

Following Relinquishment of Control by the Declarant, the Board of Directors shall consist of such number of individuals as may be selected in accordance with the Bylaws.

6.2.2. Prior to Relinquishment of Control by Declarant.

Until Relinquishment of Control by Declarant, the Board of Directors shall consist of not less than three nor more than five individuals, all as appointed by Declarant from time-to-time. Said individuals need not be Owners of Units.

6.3. RULES AND REGULATIONS

The Board of Directors shall have the authority from time to time to adopt rules and regulations governing the use, administration and operation of the Common Area and Area of Common Responsibility, subject to the terms of this Declaration and the Bylaws. The Board of Directors shall have the authority to lease or grant licenses or concessions with respect to portions of the Common Area; provided that such grants or leases shall be consistent with the provisions of this Declaration and the By-laws.

6.4. INDEMNIFICATION OF THE BOARD, OFFICERS AND MANAGING AGENT

The members of the Board of Directors, the officers of the Master Association as may be appointed by the Board, and such other officers or employees of the Master Association or the Managing Agent of the Master Association as the Board shall specify by written resolution of the Board from time-to-time, shall not be liable to the Owners or Master Association for any mistake in judgment or acts or omissions unless such act or omission was made in bad faith. The Master Association shall indemnify and hold harmless such non-liable Persons against all liabilities to others arising out of any agreement made by such Persons on behalf of the Master Association unless such agreement was made in bad faith.

6.5. BOARD MANAGING AGENT AND OFFICERS ACT ON BEHALF OF ASSOCIATION

Unless otherwise expressly indicated in writing, and in the absence of fraud or bad faith, all contracts and agreements entered into by the Board of Directors, the Managing Agent or the officers of the Master Association on behalf of the Master Association shall be deemed executed as agent for the Master Association.

6.6. BOARD OF DIRECTORS' DETERMINATION BINDING

If a disagreement arises between the Master Association, a Subordinate Association, any Owners and/or Declarant related to the Common Area or Area of Common Responsibility or the interpretation and application of this Declaration or the Bylaws of the Master Association, the decision of the Board of Directors regarding the proper disposition of such matter shall be final and binding upon the entities involved and the Master Association.

6.7. MANAGEMENT

The Board of Directors may, in its discretion, retain a Managing Agent or one or more employees of the Master Association to manage the Common Area and Area of Common Responsibility and supervise its maintenance and operation and the operation of the

administrative affairs or the Master Association. The terms of any management or employment agreements shall be determined by the Board of Directors, provided that any management or employment contracts shall (i) permit the termination thereof for cause by the Master Association upon not more than 60 days prior written notice; and (ii) not exceed the term permitted under applicable regulations, rules or guidelines concerning insurance or guarantee of residential mortgage loans issued by the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successors thereto. Nothing herein shall prohibit the Master Association from entering into a management contract with the Declarant or any Affiliate of the Declarant if the terms of such contract are reasonable and consistent with the above provisions.

6.8. INSURANCE

6.8.1. Acquisition of Insurance Coverage

If such insurance is available at reasonable cost, the Board of Directors shall endeavor to obtain insurance coverage, in such amounts as it shall reasonably determine, for the Common Area, the Area of Common Responsibility, other property of the Master Association and the activities of the Master Association, to cover the insurable interests of the Master Association and any mortgagees of the Master Association, and the insurable interests of the Declarant and Managing Agent, if any, and their respective directors, officers, employees and agents, if any, therein. To the extent feasible at reasonable cost, such insurance coverage shall be obtained:

- A. against loss or damage by fire, flood, earthquake or other casualty covered by standard extended coverage policies. The insurance shall be for the full insurable value thereof (based upon current replacement cost);
- B. against such risks as vandalism, theft and malicious mischief;
- C. for comprehensive general public liability and, if applicable, automobile liability insurance, covering loss or damages resulting from accident or occurrences on or about the Common Area or elsewhere;
- D. for worker compensation or other mandatory insurance;
- E. for fidelity insurance covering any employees or officers of the Master Association or Managing Agent having access to any substantial funds of the Master Association;
- F. for officers and directors, providing coverage against claims brought against the Board of Directors or officers or the Master Association acting in such capacity; and

G. for such other insurance as the Board of Directors shall determine to be reasonable and desirable from time to time.

6.8.2. Other Insurance Criteria

All insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds for such insurance shall be payable to, the Master Association. The insurance coverage shall, if feasible, provide that:

A. the interest of the Master Association shall not be invalidated by any act or neglect of any Owner or any officer or member of the Board of Directors of the Master Association;

B. the coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Master Association; and

C. subrogation shall be waived with respect to the Master Association and its Board of Directors, employees and agents, and Owners, members of their household and mortgagees.

6.8.3. Appointment of Trustee for Proceeds

The Board of Directors may, at its discretion, retain any bank, trust company or South Carolina law firm to act as trustee, agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds. The fees and reimbursable expenses of any such entity shall be a Common Expense.

6.8.4. Reconstruction of the Property

The insurance proceeds for casualty losses (after payment of any applicable fees and reimbursable expenses of any trustee, attorney or consultant advising the trustee or the Master Association regarding insurance matters) shall be applied by the Board of Directors on behalf of the Master Association for the reconstruction or restoration of the damaged property; provided, however, if such proceeds are inadequate to reconstruct or restore the damaged property, the Board of Trustees may pursue such other options as it may determine are reasonable under the circumstances.

ARTICLE VII ASSESSMENTS AND CHARGES

7.1. REGULAR ASSESSMENTS AND BUDGET

Assessments shall be computed and assessed against all Units as follows:

7.1.1. Fiscal Year and Annual Budget

The fiscal year of the Master Association shall be the calendar year. Unless otherwise determined by the Board of Directors, the Board of Directors shall prepare or cause to be prepared by December 1 an operating budget (the "Budget") for the next fiscal year setting forth the estimated Common Expenses and anticipated revenues of the Master Association for such fiscal year, and any projected deficit or surplus from the preceding fiscal year. The Budget, once approved by the Board of Directors, shall serve as the basis for assessments to all Owners (the "Total Assessments") for such fiscal year and the primary guideline under which the Master Association shall be projected to be operated during such fiscal year. If the Board fails for any reason to adopt a Budget for the fiscal year, then until such time as it is adopted, the Budget and Total Assessments in effect for the current year shall automatically be increased effective the first day of the fiscal year in the same proportion as any percentage increase of the then current calendar year over the preceding calendar year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items), or its successor index, as determined by the Board of Directors. Such adjusted Budget shall be the Budget for the succeeding year, until a new Budget is adopted. Within ninety (90) days following the close of the Master Association's fiscal year, the Board of Directors shall cause an unaudited financial statement of the Master Association (the "Annual Report") to be prepared by a public accountant licensed to practice in the State of South Carolina. Upon request, a copy of the Annual Report shall be provided to any Owner of any Unit which is subject to Assessments.

7.1.2. Determining the Budget

The Budget and the Total Assessments shall be based upon annual estimates by the Board of Directors of the Master Association's revenues and its cash requirements to pay all estimated expenses and costs arising out of or connected with the use, maintenance and operation of the Common Area and Area of Common Responsibility and the operation of the Master Association. Such estimated expenses and costs may include, among other things, the following: expenses of management, including compensation of any Management Agent; taxes and special assessments; insurance premiums; repairs and maintenance; wages and personnel expenses for Master Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of one or more reasonable contingency reserves and/or sinking funds; any principal and interest payments due for debts of the Master Association; and any other expenses, costs and existing or projected liabilities which may be incurred by the Master Association for the benefit of the Owners pursuant to this Declaration. Such expenses and costs shall constitute the Common Expenses.

7.1.3. Allocation of Assessments

All Units which are subject to paying Assessments pursuant to Section 7.1.4 below shall pay one (1) Assessment Share. The amount of Assessment Shares shall be calculated pro rata by dividing the Total Assessments by the number of Units subject to paying Assessments as of the beginning of each fiscal year.

7.1.4. Commencement of Assessments

The Developer or other Owner of a Unit will commence paying Assessments the earlier of (i) the date of closing on the sale of the completed Unit by the builder of the Unit to an Owner, or (ii) one (1) year after the date the Unit is completed.

7.1.5. Assessments for Units Not Existing at Beginning of Fiscal Year

If a Unit becomes subject to payment of an Assessment after the beginning of the fiscal year, then the applicable Assessment for such Unit shall be pro-rated and shall be payable for the balance of the current fiscal year beginning on the first calendar day of the month following the creation of such Unit.

7.1.6. Assessments for Units Owned by Declarant

Declarant and Affiliates of Declarant shall pay Assessments on Units owned by them in the same manner as other Unit Owners; provided, however, that the Declarant may elect, in lieu of paying Assessments, to contribute to the Master Association from time to time such funds as may be required to offset any operating deficit of the Master Association which exists after subtracting Common Expenses incurred during the year from Assessments and other revenues received during the year. Unless the Declarant notifies the Master Association otherwise by March 1 of the applicable fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the preceding fiscal year.

7.1.7. Notice and Payment of Assessments

7.1.7.1. Notice.

Unless the Board of Directors elects a shorter payment period, the Assessments shall be due on a calendar year basis in advance. Unless otherwise determined by the Board of Directors, the Master Association shall, by December 15 or as soon as is reasonably practical thereafter, furnish to each Owner of a Unit and each condominium regime a copy of the Budget for the forthcoming fiscal year and a statement of the amount of the Assessment payable by such Owner. Where mutually agreed by the Master Association and the board of directors of any Subordinate Master Association of Units, the Master Association may send such information as is applicable to Owners in the Subordinate Association directly to such Subordinate Association, and the Subordinate Association shall act as the Assessments communication, billing and collection agent for the Owners in such subordinate association; provided that such agreement shall not relieve any Owner of a Unit from its obligations under this Declaration.

7.1.7.2. Payment.

Unless otherwise expressly approved by the Board of Directors, Assessments shall be payable by the later of (i) the fifteenth (15th) day of January in the calendar year to which the Assessment is applicable or (ii) fourteen (14) days after notice of such Assessment shall have been given to the Owner in accordance with Section 7.1.7.1.

7.1.8. Cap on Regular Assessments; Declarant Subsidy.

Annual Assessments shall be sufficient to fund the Budget, as determined by the Board. Notwithstanding the foregoing, the maximum annual regular Assessment Share shall not exceed \$250 through the 2001 calendar year. Such maximum cap shall increase by 10% in each year thereafter. Once the number of Assessment Shares exceeds 100, such maximum cap on Assessments shall no longer apply. Until such time as the number of Assessment Shares exceeds 100, the Declarant shall contribute to the Association such funds as may be required to offset any operating deficit of the Association of the Association which exists after subtracting Common Expenses incurred during the year from Assessments and other revenues received during the year. This obligation of the Declarant shall not include any obligation for unbudgeted property taxes or assessments, any uninsured loss or claim, or, in the event of an insured loss or claim, any deductible amount under the insuring policy which is payable by the Association. After the Assessment Shares exceed 100, the annual Assessment shall be as determined by the Board in order to fund the Budget.

7.2. SPECIAL ASSESSMENTS

In addition to the regular Assessments authorized above, the Board of Directors may levy one or more special assessments (each a "Special Assessment") which cumulatively do not exceed Fifty Dollars (\$50.00) per Assessment Share during any fiscal year. In addition, the Board of Directors may levy one or more Special Assessments to cover the cost of any unbudgeted property taxes or assessments or, in the event of an insured loss or event, any deductible amount under the insuring policy. Any other Special Assessment levied by the Board of Directors shall require the approval of Units representing a majority of the total Assessment Shares. Meetings of Owners for the special purpose of considering a Special Assessment shall be held only after written notice by the Association to the Owners of the Units, in accordance with the notice procedure set forth in this Declaration. The meeting shall occur no earlier than seven (7) days and no later than fourteen (14) days after the date of mailing or delivery. The notice shall state generally the purpose and amount of the proposed Special Assessment. Owners may be represented at such meetings by written proxy, which proxy may be held by any Person. Special Assessments shall be allocated among Units in the same manner as other Assessments. Special Assessments shall be payable by the date determined by the Board of Directors, but no earlier than fourteen (14) days after notice of such Assessment shall have been given to the Owner. Special Assessments shall apply only to Units for which regular Assessments have commenced in accordance with Section 7.1.4.

7.3. EFFECT OF NON-PAYMENT OF ASSESSMENTS

Any Assessment which is not paid to the Master Association when due by an Owner shall be delinquent. All delinquent Assessments shall incur an administrative charge of \$15.00 per month or any portion of any month from the date each such installment is due until such payment is received by the Master Association, in addition to any interest charges which may be payable. No Owner may waive or otherwise escape liability of the Assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

7.4. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Assessments, including Special Assessments, interest and charges thereon, and costs of collection thereof (including reasonable attorneys' fees and expenses) shall be (i) the personal obligation of the Person who was the Owner of such Unit at the time when the assessment fell due and, unless expressly agreed by the Board of Directors of the Master Association, also of any subsequent Owner, (ii) a charge on the Unit to which such assessments are applicable and (iii) a continuing lien upon each Unit in favor of the Master Association. To evidence a lien for sums assessed pursuant to this Section, the Master Association may prepare a written notice of lien setting forth the amount of the unpaid Assessment or Special Assessment, the due date, the amount remaining unpaid, the name or the Owner of the Unit, and a description of the Unit. Such notice shall be signed and acknowledged by a duly authorized officer or the Master Association or any Managing Agent of the Master Association and may be recorded in the office of the Register of Deeds for Dorchester County. No notice or lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced as set forth in Section 7.10.

7.5. SUBORDINATION OF THE LIEN

The lien of the Assessments provided for herein shall be subordinate to the lien of any unpaid taxes and any recorded mortgage on the applicable Unit. Sale or transfer of any Unit shall not affect the lien of the Assessments. However, the sale or transfer of any Unit which is subject to any recorded mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of the Assessments as to payment thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve the Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

7.6. ATTORNEYS' FEES AND COSTS

In any suit or action brought by the Declarant or the Master Association to enforce any of the provisions of the Declaration or the Bylaws, the Declarant or the Master Association shall be entitled to recover from any other party to the suit or action which is subject to this Declaration its costs and disbursements and reasonable attorneys' fees and expenses in such suit or action and any appeal thereof.

7.7. STATEMENT OF ACCOUNT

Upon payment of a reasonable fee determined by the Board of Directors, but not to exceed \$50.00, and upon written request of any Owner, mortgagee, lessee, prospective mortgagee, or prospective purchaser or lessee of a Unit, the Master Association shall issue a written statement (which shall be conclusive upon the Master Association) setting forth the following:

A. The amount of unpaid annual Assessment or Special Assessment, if any, applicable to such Unit.

B. The amount of the current annual Assessment and any current Special Assessment and the date or dates upon which any payment thereof shall become due.

C. The amount of any credit for advance payments of annual Assessments or Special Assessments.

7.8. MECHANICS' LIENS

The Board of Directors may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Area or an Area of Common Responsibility. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible, as determined by the Board of Directors, shall be jointly and severally liable for the amount necessary to discharge the same, and for all related costs and expenses, including attorney's fees and court costs, incurred by reason of the lien.

7.9. OBLIGATION OF SUBORDINATE ASSOCIATION TO PAY ASSESSMENTS

In order to simplify the overall assessment process for Owners, all Assessments payable by an Owner who is a member or participant in a Subordinate Association shall also be the obligation of the Subordinate Association. The Assessments applicable to the Owner shall be billed by the Master Association to the Subordinate Association instead of the Owner. Thereupon, the Subordinate Association shall promptly bill the Owner for the applicable Assessment and take all reasonable actions to ensure timely payment of such Assessments by the Owners in the Subordinate Association. Payment by an Owner of his prorata share of the Assessment to the Subordinate Association shall relieve the Owner of responsibility for the failure of the Subordinate Association to pay the full amount of the Assessments due by the Subordinate Association to the Master Association. All costs incurred by the Master Association for collection of Assessments billed to the Subordinate Association shall be the obligation and liability of the Subordinate Association. The rights of the Master Association are cumulative and may be pursued collectively or separately without resort, or necessity of resort, to any other remedy.

7.10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any delinquent Assessment which is not paid when due by an Owner to the Master Association, or, if applicable, to the Subordinate Association, shall be delinquent. Thereupon, the Master Association may bring an action at law against the delinquent Owner personally for its collection, or foreclose the lien against the delinquent Owner's Unit in the same manner in which a mortgage on real property may be foreclosed in the State of South Carolina. The Master Association shall have the right to bid in at any foreclosure sale, and, upon conveyance to the Master Association, thereafter hold, lease, mortgage, or convey the subject Unit.

ARTICLE VIII
CONDEMNATION

8.1. CONDEMNATION OF COMMON AREAS

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Master Association. If the portion of the Common Area so taken or conveyed was improved in any way, then the Master Association shall repair, rebuild, replace or renovate the Improvements so taken, to the extent practicable, on the remaining lands included in the Common Area which are available thereof, in accordance with plans approved by the Board of Directors. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and, in the opinion of the Board of Directors, such deficiency cannot or should not be funded from a reserve fund or regular Assessments, the Board of Directors may levy a Special Assessment against all Units in accordance with the procedure set forth in Section 7.2.

ARTICLE IX
GENERAL PROVISIONS

9.1. AMENDMENTS BY OWNERS

This Declaration may not be amended without Declarant's prior written consent for so long as Declarant owns any interest in the Property, any Added Property or any of Declarant's Remaining Property. Thereafter, or with Declarant's written consent, this Declaration may be amended by vote of Owners of Units representing not less than seventy-five percent (75%) of the total Assessment Shares.

9.2. AMENDMENTS BY DECLARANT

Notwithstanding any other provision herein or in the Bylaws, Declarant may amend this Declaration without the consent of the Master Association, any Subordinate Association, any Owner, easement grantee, or any mortgagee if, in Declarant's opinion, such amendment is necessary or desirable to (i) bring any provision of this Declaration into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with this Declaration; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Declaration; (iii) enable any mortgagee to make mortgage loans on any Unit or other Improvements subject to this Declaration; (iv) comply with applicable regulations, rules or guidelines concerning insurance or guarantee of residential mortgage loans issued by the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successors thereto; (v) enable any other governmental agency or private mortgage insurance company to insure mortgages on the Units subject to this

Declaration; (vi) enable any insurer to provide insurance required by this Declaration; (vii) adjust the property lines of property subject to this Declaration to the extent that such adjustments are necessary due to establishment of the as-built boundaries of the golf course and related cart path access easements owned by the City of North Charleston adjacent to the Property; or (viii) clarify any provision of this Declaration, eliminate any conflict between provisions of this Declaration or correct any typographical or grammatical error.

9.3. ENFORCEMENT

Each Owner and Subordinate Association shall comply strictly with this Declaration, the Bylaws and the published rules and regulations of the Master Association adopted pursuant to this Declaration, as they may be lawfully amended from time to time. Failure to comply shall be grounds for imposing fines, for instituting an action to recover sums due, for damages and/or for injunctive relief or specific performance, such actions to be maintainable by the Board of Directors on behalf of the Master Association or, in a proper case, by an aggrieved Owner. If Declarant or the Master Association employs legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating party. Failure on the part of Declarant, the Master Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall not be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to any violation or breach occurring prior to subsequent thereto. No right of action shall accrue in favor of nor shall any action be brought or maintained by any Person against Declarant or the Master Association for or on account of any failure to bring an action on account of any purported or threatened violation or breach by any Person of the provisions of this Declaration, the Bylaws or any rules and regulations of the Master Association.

9.4. DISCRETIONARY DECISIONS

Whenever this Declaration provides for approval, consent or other decision-making by Declarant, the Development Review Board, the Master Association or the Master Association Development Review Board, such approval, consent or other decision-making shall be at such entity's sole and absolute discretion.

9.5. DURATION

The provisions of this Declaration shall run with the land and be binding upon the title to the Property, shall be binding upon and inure to the benefit of all Owners, the Declarant, the Master Association, the Subordinate Associations and all mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and successors in title, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided any rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed for unlimited successive ten (10) year periods, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20)

period or the last year of any ten (10) year renewal period, Units representing at least seventy-five percent (75%) of the total Assessment Shares, vote to terminate this Declaration. If this Declaration is terminated, an instrument evidencing such termination shall be filed of record in the records of the Register of Deeds for Dorchester County, South Carolina, such instrument to contain a certificate wherein the President of the Master Association affirms that such termination was duly adopted by the requisite number of votes. No termination of this Declaration shall be enforceable or valid if the Declarant owns any interest in the Property or in Declarant's Remaining Property unless Declarant agrees in writing to such termination.

9.6. PERPETUITIES

If any of the covenants, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Robert F. Kennedy.

9.7. INTERPRETATION

This Declaration shall be construed in accordance with the laws of the State of South Carolina. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, necessary, they shall be so extended or enlarged by implication as to make them fully effective. The captions herein as to the contents of various portions of the Declaration are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular provisions to which they refer. The effective date of this Declaration shall be the date of its filing for record in the office of the Register of Deeds for Dorchester County, South Carolina.

9.8. GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, limited liability companies or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9.9. SEVERABILITY

The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit, and may not be severed or alienated from such ownership. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provisions which can reasonably be given effect without

the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

9.10. RIGHTS OF THIRD PARTIES

This Declaration shall be recorded for the benefit of Declarant, Owners, the Master Association, the Subordinate Associations, and their mortgagees, and by such recording, no other Person, including any adjoining property owner, shall have any right, title or interest whatsoever in the Property except as expressly provided herein, or in the operation of the Master Association or the Common Area or in the enforcement of any of the provisions hereof, and subject to the rights of Declarant and mortgagees herein provided.

9.11. NOTICE OF SALE, LEASE OR MORTGAGE

If an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the transferring Owner shall promptly furnish to the Master Association, in writing, the name and address of such purchaser, lessee, mortgagee, or transferee.

9.12. NOTICES

Notices required hereunder shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as has been designated in writing to the Master Association, or if no address had been so designated, at the addresses of such Owner's respective Units.

All notices to the Master Association shall be delivered or sent in care of the Master Association at:

c/o Wescott Plantation Master Association, Inc., 1213 Lady Street, Third Floor, Columbia, South Carolina, 29201

or to such other address as the Master Association may from time to time notify the Owners and the Declarant.

All notices to Declarant shall be delivered or sent in care of Declarant at:

c/o Wescott Plantation, LLC, 1213 Lady Street, Third Floor, Columbia, South Carolina, 29201

or to such other address as Declarant may from time to time notify the Master Association. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Master Association.

9.13. SUCCESSORS AND ASSIGNS

Except where expressly stated to the contrary and without the necessity of separately so stating at every reference herein, all provisions herein shall be binding upon and inure to the benefit of the Declarant, the Master Association, the Subordinate Associations, and Owners and their respective heirs, legal representatives, successors, assigns and successors in title.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 2nd day of June, 2000.

Wescott Plantation, LLC

WITNESSES:

B. Walden
J. B. Miller

By: Wm. H. Theus
William H. Theus, Its President

ACKNOWLEDGEMENT

I, John B McArthur, the undersigned Notary Public for the State of South Carolina, do hereby certify that Wescott Plantation, LLC, by William H. Theus, its President, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration.

Witness my hand and official seal this 2nd day of June, 2000.

John B McArthur (SEAL)
Notary Public for South Carolina
My Commission expires: 10/22/01

EXHIBIT A

All that certain piece, parcel or tract of land with improvements thereon situate lying and being in the City of North Charleston, County of Dorchester, State of South Carolina containing 33.203 acres and designated as Parcel B1A on a plat entitled Subdivision Plat, prepared by TRICO Engineering Consultants, Inc., dated October 15, 1999 and recorded in the Office of the Register of Deeds for Dorchester County on December 29, 1999 in Cabinet J, Page 151. Having such courses and distances as shown on said plat.

This being a portion of the property conveyed to Wescott Plantation, LLC by Robert O. Collins by deed dated August 25, 1999, recorded in Dorchester County in Book 2269 at page 287.

TMS# 171-00-00-130

EXHIBIT B

BY LAWSWESCOTT PLANTATION MASTER ASSOCIATION, INC.

A South Carolina Nonprofit Mutual Benefit Corporation

Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Wescott Plantation Master Association, Inc. a South Carolina nonprofit mutual benefit corporation, hereby adopts the following Bylaws for such corporation.

ARTICLE I.NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is "Wescott Plantation Master Association, Inc.", hereinafter referred to as the "Master Association".

1.2 Offices. The principal offices of the Master Association shall be at 1213 Lady Street, 3rd Floor, Columbia, South Carolina, 29201.

ARTICLE II.DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration (as defined below), shall have such defined meanings when used in these Bylaws. For ease of reference, certain of such definitions as exist in the Declaration, as initially recorded, are repeated below.

2.1.1. "Added Property(s)" means real property, whether or not owned by a Declarant, which is made subject hereto as provided in Article II of the Declaration.

2.1.2. "Affiliate" means any entity which is owned by the Declarant, which owns the Declarant, or in which the Declarant or Persons holding an interest in Declarant own at least fifty per cent (50%) of the interests.

2.1.3. "Area of Common Responsibility" means any area for which the Master Association has or assumes the responsibility for maintenance, repair and management, including, without limitation, the Common Area and portions of the Property specified by the Master Association which have not been conveyed to a Developer as a Parcel and which contain facilities which benefit more than one Parcel, including, without limitation, (a) street shoulders and curbs, walkways and bicycle paths, signage, landscaping, street lighting, signage lighting and landscape lighting, whether within a Common Area or unpaved portions of designated common roadways whether said rights-of-way are privately owned, dedicated to the public, or conveyed to the State of South Carolina or any municipality thereof (b) lakes, lagoons and drainageways specifically shown and designated on any plat of the Property, or any portion

thereof, which plat is approved by Declarant or the Master Association, as being a Common Area of the Master Association or the responsibility of the Master Association, and (c) any common utility or facilities which have not been dedicated to and accepted for maintenance by a private or public utility. "Area of Common Responsibility" does not include common area established by a Developer within a Parcel unless Declarant agrees in a written recorded instrument that such area is to be Common Area under the Declaration.

2.1.4 "Assessment" means the charges from time to time assessed against a Unit by the Master Association in the manner herein provided, and shall include both regular and special assessments.

2.1.5 "Board of Directors" or "Board" means the Board of Directors of the Master Association.

2.1.6 "Common Area" means all areas shown and designated as a Common Area, or similar wording clearly indicating such intent, on any recorded plat of the Property, or any portion thereof, which plat has been approved in writing by Declarant and incorporated herein by a Supplemental Declaration. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREA SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN. "Common Area" does not include common areas established by a Developer with respect to a Parcel and which does not benefit Owners in other portions of the Property unless Declarant agrees in a written recorded instrument that such area is to be Common Area under the Declaration.

2.1.7 "Common Expenses" means all liabilities or expenditures made or incurred by or on behalf of the Master Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of the Declaration.

2.1.8 "Declarant" means Wescott Plantation, LLC, a South Carolina limited liability company, its successors and assigns, and any entity designated as a successor declarant by Wescott Plantation, LLC by a recorded Supplemental Declaration, provided, however, that this definition shall not include the purchaser, Owner, or mortgagee of any Unit.

2.1.9 "Declaration" means the Declaration of Master Covenants, Conditions and Restrictions for Wescott Plantation and all amendments or Supplemental Declarations filed for record from time to time in the Office of the Register of Deeds for Dorchester County, South Carolina.

2.1.10 "Managing Agent" means any entity retained by the Master Association to manage the Common Area and Area of Common Responsibility, or portions thereof, and supervise its maintenance and the operation of the administrative affairs of the Master Association.

2.1.11. "Master Association" means the Wescott Plantation Master Association, Inc., a South Carolina not-for-profit corporation.

2.1.12. "Occupant" means any individual lawfully occupying any Unit, including, without limitation, any Owner, or family member, guest, invitee, licensee, tenant of an Owner occupying any Unit.

2.1.13. "Owner" means any Person which owns fee simple title to any Unit located on the Property. "Owner" shall not mean a mortgagee unless such mortgagee has acquired title to the Unit or any Person having a contract to purchase a Unit but to which title has not been conveyed of record.

2.1.14. "Person" means any individual or legal entity, as the context may reasonably require.

2.1.15. "Property" means all the land and Improvements thereon described in Exhibit "A" attached to the Declaration and any Added Property.

2.1.16. "Relinquishment of Control" means relinquishment by Declarant of the right to appoint all members of the Board, which relinquishment shall occur only when Declarant in its sole discretion and at its sole option executes and records a written instrument relinquishing such control.

2.1.17. "Subordinate Association" means an association of Owners within one or more Parcels, as defined or created by a Subordinate Declaration, to provide for the orderly control, administration, maintenance or management of those Parcels.

2.1.18. "Subordinate Declaration" means any instrument or documents and any amendments thereto, which is filed of record with respect to a Parcel or Parcels, and which creates an association of owners for such Parcel or Parcels and/or establishes covenants, conditions, easements, rules or restrictions with respect to the lots, dwellings, Units or Improvements within such Parcel or Parcels.

2.1.19. "Unit" means any Improvement located within the Property, whether improved or unimproved, which (a) is intended for use and occupancy as an attached or detached residence for one family, (b) may be independently owned and conveyed, and (c) is held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common). "Unit" includes, by way of illustration and not limitation, townhouses, cluster homes, patio or zero lot line homes, each half of a duplex built along a zero lot line, and single-family detached houses, in each case located on separately platted Parcels, and also includes condominium units established under a master deed approved by Declarant. "Unit" excludes Common Area, common property of any Subordinate Association, and Property dedicated to the public unless otherwise specified in the deed from the Declarant or the Master Association conveying such property or in another recorded document expressly approved by the Declarant. A Parcel shall initially be deemed to contain the number of Units designated on or with the subdivision plat for the Parcel which is approved by the City of North Charleston, South

Carolina and recorded in accordance with applicable ordinances and laws or, in the case of condominium units, as designated in the recorded master deed. Thereafter, each dwelling unit for which a certificate of occupancy has been issued shall constitute a separate Unit. The Master Association shall have the right to determine whether a Unit exists and how many Units exist at a particular time, subject to the provisions of this Declaration.

2.1.20. "Wetland Tract" means any piece or tract within the Property designated on a recorded plat as a "Wetland Tract" which is the subject matter of a Department of the Army Permit issued by the U.S. Army Corps of Engineers, or is the object of a mitigation plan under any such permit, and which, by Supplemental Declaration referencing such plat and permit, and such additional matters as the permit requires, is made subject to the restrictive covenants set forth in Article IV of the Declaration.

ARTICLE III. MEMBERS

3.1 No Members. Pursuant to the Declaration and the Articles of Incorporation, the Master Association shall not have members.

3.2 Notice by Participating Owners. Upon purchasing a Unit in that community commonly known as Wescott Plantation, located in Dorchester County, South Carolina, the Owner of any Unit purporting to have the right to use the Common Area shall promptly furnish to the Master Association a legible copy of the recorded instrument by which ownership of such Unit has been vested in the Owner, which copy shall be maintained in the records of the Master Association.

ARTICLE IV. BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Master Association shall be managed by its Board of Directors. The Board may exercise all of the powers of the Master Association, whether derived from law, the Declaration, the Articles of Incorporation, or these Bylaws, except such powers as are expressly vested in another Person by such sources. The Board shall constitute the final administrative authority of the Master Association, and all decision of the Board shall be binding upon the Master Association. The Board may by written contract delegate, in whole or in part, to a Management Agent such of its duties, responsibilities, function, and powers, or those of any officer, as are properly delegable.

4.2 Number, Tenure, and Qualifications

4.2.1 Until Relinquishment of Control by Declarant, the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as designated by Declarant from time-to-time. Such Directors need not be Owners of Units.

4.2.2 Upon Relinquishment of Control by Declarant, or such earlier time as the Declarant records a Supplement Declaration waiving its authority to designate the Board, the successor Board shall be selected as follows:

A. The successor Board shall consist of five (5) Persons. It is not necessary that a Director be an Owner. The current Board of the Master Association shall constitute a Nominating Committee to nominate competent and responsible Persons to serve as Directors of the Master Association. The President or Secretary of the Master Association shall cause notice to be given to all participating Owners that a meeting shall be held at a designated time and place in Dorchester County not earlier than seven (7) days after the date such notice is given for election of Directors. The notice shall contain the names of those persons recommended by the Nominating Committee, but shall note that other nominations may be made by Owners at the meeting.

B. At the meeting and each subsequent election of Directors, the Owner of each Unit shall be entitled to cast, personally or by written proxy in form approved by the then existing Board, votes for each of such Units as is owned by such Owner. The number of votes for each Unit Owner shall be the same as the number of Assessment Shares allocable to such Owner, as set forth in Article VII of the Declaration.

C. After giving the Owners (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Owner or proxy holder, the Directors shall be elected by written secret ballot. Each Owner shall be authorized, with respect to each Unit owned by such Owner, to cast one vote per Director slot to be filled (e.g. if three Directors are being elected, then the Owner of one Unit may cast one vote each for three nominees). Voting is not cumulative, and an Owner may not cast more than one vote per nominee. Those nominated Persons receiving the highest number of votes shall be the Directors.

D. In subsequent elections for Directors, the same procedure as set forth above shall be followed.

4.3 Annual and Regular Meetings. The first meeting of the Board of Directors shall be held within one (1) year from the date of incorporation of the Master Association. Subsequent annual meetings shall be set by the Board. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine.

4.4 Special Meetings. Special meetings of the Board may be called by or at the request of two Directors, or if there are only two Directors, then any Director. The Director(s) calling a special meeting of the Board may fix any place within Dorchester County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Notice of any special meetings shall be given at least two (2) days prior thereto. Notice shall be in accordance with the procedure set forth in Section 11.1. Any Director may waive notice of a meeting.

4.5 Quorum, Telephonic Meetings and Manner of Acting. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means which permits all participating Directors to communicate simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.6 Compensation. No Director shall receive compensation for any services that he may render to the Master Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Master Association other than in their capacities as Directors.

4.7 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by proper action of the Person(s) having the right to designate or elect Directors at the time of removal (see Sections 4.2.1 and 4.2.2, above).

4.8 Vacancies. If a vacancy shall occur in the Board by reason of the death or resignation of a Director, then such vacancy shall be filled by vote of the remaining Directors. If a vacancy shall occur in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors (i.e. by the Declarant or the Owners of the Total Assessed Units, as set forth in Section 4.2.1 and 4.2.2, above). Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

4.9 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V. OFFICERS

5.1 Number. The officers of the Master Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board.

5.2 Appointment, Tenure, and Qualifications. The officers of the Master Association shall be chosen by the Board at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first

occurs. Any one individual may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. A Director may serve as an officer. It is not necessary that an officer be a Director or an Owner.

5.3 Subordinate Officers and Agents. The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. It is not necessary that a subordinate officer or agent be a Director or an Owner.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the board at any regular special meeting.

5.6 The President. The President shall preside at meetings of the Board and at meetings of Owners called by the Master Association. He shall sign on behalf of the Master Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him; provided that the Board may authorize other officers or Persons to act on specific matters by proper resolution of the Board.

5.7 The Vice President. The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him.

5.8 The Secretary. The Secretary shall keep the minutes of the Master Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Master Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.9 The Treasurer. The Treasurer shall have custody and control of the funds of the Master Association, subject to the action of the Board, and shall, when requested by the President or the Board to do so, report the state of the finances of the Master Association. He shall perform such other duties as the Board may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Master Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as

otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Master Association other than in their capacities as officers.

ARTICLE VI.
COMMITTEES

6.1 Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall consist of such number as the Board shall determine. No committee member shall receive compensation for services that he may render to the Master Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Master Association other than in their capacities as committee members. It is not necessary that a committee member be a Director, an officer or an Owner.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by the Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

6.6 Development Review Board. At such time as Declarant delegates to the Master Association Development Review Board the duties of the Development Review Board with respect to any Parcel(s), in the manner set forth in the Declaration, the Board shall appoint the Development Review Board. The provisions of this Article VI, except where inconsistent with the provisions of the Declaration, shall apply to the Master Association Development Review Board.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification. The Master Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Master Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a Director, member, officer, employee, or agent of the Master Association, a committee thereof, or the Master Association Development Review Board, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Master Association, without negligence or breach of any contractual or fiduciary obligation to the Master Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgement, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2. Determination. To the extent that a Director, member, officer, employee, or agent of the Master Association, a committee thereof, or the Master Association Development Review Board had been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Master Association only upon a determination that indemnification of the Director, member, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.

7.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of an

undertaking by or on behalf of the Director, member, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Master Association as authorized by this Article.

7.4. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Directors, or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, members, officers, employees, and agents of the Master Association, a committee thereof, or the Master Association Development Review Board and shall continue as to such Persons who cease to be Directors, members, officers, employees, or agents of the Master Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.

7.5. Insurance. The Master Association may purchase and maintain insurance on behalf of any Person who was or is a Director, member, officer, employee, or agent of the Master Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.

7.6. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the Master Association and shall be paid with funds of the Master Association.

ARTICLE VIII FISCAL YEAR AND SEAL

8.1. Fiscal Year. The fiscal year of the Master Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2. Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Master Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX RULES AND REGULATIONS

9.1. Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. Without limitation, such rules and regulations may include establishment of reasonable fees for guests or for special use of facilities in the Common Area, definition of the times and conditions of use of facilities in the Common Area and reasonable charges or fines for failure to observe the terms of the Declaration

or the rules and regulations. Upon request of any Owner, such Owner shall be provided a copy of the rules and regulations or the Declaration, provided that the Board may charge a reasonable fee to cover any reproduction, mailing or administrative costs involved.

ARTICLE X
NOTICES

10.1. Notices. Notices required hereunder shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Master Association, or if no address had been so designated, at the addresses of such Owner's respective Units as shown on the records of the Master Association.

All notices to the Master Association shall be delivered or sent in care of the Master Association at:

c/o Wescott Plantation Master Association, Inc., 1213 Main Street, Third Floor,
Columbia, South Carolina, 29201

or to such other address as the Master Association may from time to time notify the Owners.

ARTICLE XI
AMENDMENT OF BYLAWS

11.1. Amendment by Master Association. The Bylaws may be amended after (a) approval of the proposed amendment by the Board and (b) a vote of the Units representing a majority of the Total Assessment Shares, as set forth in Article VII of the Declaration. Notice of a meeting of the Master Association to vote on the proposed amendment(s) shall be given to Owners in the same manner that a notice is given for election of Directors, as set forth in Section 4.2.2 above. The notice shall contain a general description of the proposed change and purpose of the proposed change. No amendment shall be valid if it is not approved by the Directors or is substantially and materially different from that set forth in the notice. No amendment to the Bylaws which imposes a greater economic or legal burden on Declarant than exists under the current provisions of the Declaration shall be valid unless it is approved, in writing, by Declarant. Upon amendment of the Bylaws, such amendment shall be attached to a Supplemental Declaration or Amendment and shall be recorded within a reasonable period of time in the Office of the Register of Deeds for Dorchester County, South Carolina.

11.2. Amendment by Declarant. Declarant may amend the Bylaws without the consent of the Master Association, the Board, any Owner or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Bylaws or the Declaration into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which is in conflict with the Declaration or the Bylaws; (ii) enable any title insurance company to issue title insurance coverage with respect to any Units subject to the Declaration; (iii) enable any mortgagee to make mortgage loans on any Unit or

other improvements subject to the Declaration; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to the Declaration; (v) enable any insurer to provide insurance required by the Declaration; or (vi) clarify any provision of the Bylaws or the Declaration, eliminate any conflict between provisions of the Bylaws and/or the Declaration, or correct any typographical or grammatical error.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record, this 5th
Day of June 2000
at 11:10 AM and recorded
in book 2439 page 00
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCES