

BK 42281056

BK 42730297

STATE OF SOUTH CAROLINA - RECORDATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO WINTERSEAT SUBDIVISION  
COUNTY OF DORCHESTER )

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LINDA T. MESSERVY  
DORCHESTER COUNTY, SC

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DORCHESTER COUNTY, SC

WHEREAS, Tri-County Investments, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Developer") is the Owner of certain real property located in Dorchester County, South Carolina, known as Winterseat Subdivision, and is creating therein a neighborhood of single-family detached residential Lots; said real property being more particularly described on Exhibit "A" hereto and incorporated herein by reference; and

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions, and wishes to establish and maintain certain minimum design and construction criteria, and other related requirements, for the purpose of protecting the value, character, integrity, quality, enjoyment and desirability of the Lots in Winterseat Subdivision.


NOW, THEREFORE, the Developer, in consideration of the premises and other good and valuable consideration, does hereby declare that this Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter referred to as "Declaration") shall be covenants, conditions, easements, and restrictions running with the land and shall apply to that real property described on Exhibit "A", and said real property shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied and used subordinate and subject to the covenants, conditions, easements and restrictions as set forth herein.

1. WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AND MEMBERSHIP IN ASSOCIATION

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation known as Winterseat Subdivision Homeowners Association, Inc. (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the ownership, maintenance and establishment of rules for use of the common areas, open areas and entrance signage, and the preservation of values in the subdivision in accordance with this Declaration. The Developer, for each lot owned by him within Winterseat Subdivision, hereby covenants, and each owner of a Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all terms, conditions and provisions of this Declaration and the By-laws applicable to Winterseat Subdivision Homeowners Association, Inc.

Every Lot Owner is required to be and remain a member of Winterseat Subdivision Homeowners Association, Inc. Said Association shall be an eleemosynary corporation chartered with the Secretary of State of the State of South Carolina whose primary function shall be the collection of compulsory annual Assessments, or other Assessments, as set forth in this Declaration and/or the By-laws, as a vehicle to assure that Winterseat Subdivision shall be maintained in an attractive, sightly condition and to provide for such other benefits as defined by this Declaration and the By-laws of the Association. An initial Assessment of \$200.00 per Lot shall be due to the Association at the time of closing the purchase of a Lot from the Developer, as well as the pro-rated amount of the annual Assessment of \$200.00 per Lot for the year of closing (to be pro-rated on a daily basis). [The annual Assessment may be increased or decreased by the Association upon a proper vote for same in accordance with its By-laws.] Thereafter, the annual Assessment shall be paid not later than January 31 for any calender year on each Lot owned by anyone other than the Developer. The Developer shall not be required to pay any initial, annual or special Assessments on Lots owned by it

The bylaws of the Association attached hercto as Exhibit B shall be provided to each Lot Owner upon request. The Association shall be governed by these By-laws which may be changed from time to time. In the Whereas the is being re-recorded to attach the bylaws that were inadvertently left out at the first recording.

 BUIST, BYARS, PEARCE & TAYLOR, LLC  
1051 CHUCK DAWLEY BLVD.  
MT PLEASANT, SC 29464

event of conflict between the Bylaws of the Association and this Declaration, this Declaration shall control. Each Lot shall have one (1) vote, regardless of the number of Owners, and the Developer shall have one hundred (100) votes for each Lot that it owns.

## 2. DEFINITIONS

**"Assessment"** shall mean and refer to an Owner's share of the common expense, or other charges or costs, which may be assessed against a Lot (as defined below) periodically or from time to time as warranted, and in the manner set forth herein. Any Assessment shall be a lien against the applicable Lot and may be enforced by the Association with or without the filing of same upon the public records.

**"Association"** shall mean the Winterseat Subdivision HomeOwners Association, Inc. which shall be controlled by the Developer until such time as the Developer dedicates the same to the Lot Owners.

**"Lot"** shall mean any residential building Lot as shown on the plat of Forsberg Engineering & Surveying, Inc. described in Exhibit "A" and shall include any dwelling thereon when the context requires such construction.

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

**"Open Area (s)"** also referred to as **"Common Property"** shall mean the real and personal property now or hereafter owned or leased by the Association and otherwise held for the common use and benefit of the Owners. The Association shall promulgate all rules and regulations for its property.

**"Declaration"** means the within Declaration of Covenants, Conditions and Restrictions for Winterseat Subdivision and/or any Supplementary or Amended Declaration of Covenants, Conditions and Restrictions for Winterseat Subdivision applicable to the properties referred to herein and recorded in the RMC Office for Dorchester County, South Carolina.

**"Developer"** means Tri-County Investments, LLC, a South Carolina limited liability company, or its successors or assigns, and any person or entity who succeeds to the title or rights of Developer for the purpose of developing Lots in Winterseat Subdivision.

**"Plat"** means final plat for Winterseat Subdivision as more particularly described in Exhibit "A", which is incorporated herein by reference.

## 3. PUBLIC ROADS, PRIVATE ROADS AND DRAINAGE

Winterseat Subdivision shall initially have public roads and a drainage system that are dedicated to Dorchester County for public use, and are to be maintained by Dorchester County. However, the Developer or Association reserves the right to change the subdivision to a gated community with private roads and drainage system by reacquiring the same from Dorchester County. In that event, the Homeowners Association shall be responsible for the maintenance and repair of said roads and system, and may collect regular and/or special assessments in order to pay for the same.

## 4. RESIDENTIAL USE OF PROPERTY/BUILDING SETBACKS

All Lots shall be used and improved according to the ordinance by which this property has been zoned by Dorchester County. The Building setbacks for the Lots shall be fifty (50) feet on the front of each lot, twenty-five (25) feet on each side of each lot, fifty (50) feet on the rear of each lot, and twenty-five (25) feet on each corner

side of each lot. These setbacks are larger than the minimum setbacks required by Dorchester County (shown on the Plat). In any event, the placement of any improvements must be approved by the Developer, or Association, or their assigns, who shall have the right to determine, in its sole opinion, set-backs in accordance with its interpretation of the foregoing set-backs or to allow smaller set-backs as it may determine appropriate (within county minimum requirements). Said approvals must be obtained in writing from the developer or its assigns.

#### 5. SWIMMING POOLS, WALLS AND FENCES

Swimming pools shall not be located nearer than seventy-five (75) feet to any Lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two feet above the established grade of the Lot. Fences, boundary walls and hedges shall not exceed eight feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the Developer, or Association, or their assigns as to appearance, materials, size and location prior to construction.

#### 6. SUBDIVISION OF LOTS

No Lot shall be combined with any other Lot, or split, divided, or subdivided for sale, re-sale, gifts, transfer or otherwise without the prior written consent of the Developer, or Association, or their assigns, and the proper approval by Dorchester County.

#### 7. ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to the exterior of any structures, building, fence, wall, drive, or improvements of any nature shall be commenced without first obtaining the written approval of the Developer, or Association, or their assigns as to the appearance, location, plans and specifications of said improvements. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, a complete set of the building plans and specifications must be submitted to the Developer, or Association, or their assigns in such form and include such content as specified by the reviewer. An architectural review fee of \$300.00 shall be payable to the Developer, or Association, or their assigns in order to obtain architectural review and approval for the initial improvements and landscaping to a Lot. An additional fee may be required, in the sole discretion of the Developer, or Association, in the event that multiple submissions and reviews are required. The Developer, or Association, shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans, and in any event must be completed within 12 months of commencement of same; landscaping must be completed within 90 days after receipt of a certificate of occupancy for the home. The Developer, Association or Lot Owners, shall be entitled to stop construction in violation of these covenants.

The following architectural guidelines have been developed for the initial improvements and landscaping in Winterseat Subdivision. The listing of specific requirements herein shall in no way limit the right and authority of the Developer, or Association, to develop additional requirements for improvements and/or landscaping, or to waive or grant variances (in writing) from same, as deemed to be consistent (in their sole discretion) with the overall theme of the architecture for Winterseat Subdivision which should reflect the styles that are indigenous to the "South" during the 18<sup>th</sup>, 19<sup>th</sup> and early 20<sup>th</sup> centuries.

- a. Homes shall be 2000 square foot minimum of heated and cooled space.
- b. No modular homes shall be permitted without written approval of the Developer, or Association,
- c. Exterior facades permitted shall include brick, stucco and horizontal wood and approved cementous fiberboard. No vinyl shall be permitted. Use of brick on the front façade only is not permitted.
- d. Roofing materials permitted shall include architectural grade asphalt, fiberglass shingles, slate, synthetic slate, standing seam metal and prefinish 5 V-crimp. The roof pitch shall not be less than 8/12 on the main roof unless otherwise approved in writing.

- e. Foundation walls permitted shall include stucco, tabby shell, and brick. No slab on grade construction shall be permitted without approval in writing.
- f. Landscaping shall include a minimum of 50 shrub plants and/or trees planted within the Lot boundaries. All grassed areas must use St. Augustine, zoysia or centipede grasses. No trees shall be removed without approval in writing from the Developer, or Association, and the proper governmental authorities.
- g. Garages must be enclosed (no open carports). Attached garages shall not be the dominant feature. Garage doors shall be set back from the façade of the home.
- h. No window heating or air conditioning units shall be permitted.
- i. Interior ceiling heights shall be a minimum of 9 feet on the first floor.
- j. Porches shall be a minimum of 8 feet deep, with exception of porticos at secondary entrances.
- k. Windows shall be SDL, or true divided lights.

All repairs and renovations subsequent to the construction of the initial improvements shall be done in a manner that maintains the appearance and specifications of the home as required above, and shall be approved in writing by the Developer or Association as set forth above

#### 8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES

No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used, either temporarily or permanently as a residence, provided that this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction for construction related purposes. Further a portable or temporary building or trailer may be used as a field office by a contractor during actual construction in Winterseat Subdivision.

#### 9. SIGN BOARDS

No signs or sign boards shall be displayed except "For Sale", which signs shall not exceed 2 X 3 feet in size. No more than one such sign shall be displayed on any one Lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet above the established grade however, for the purpose of providing an identity to Winterseat Subdivision and to allow for signage for the purpose of marketing to the public said Lots in Winterseat Subdivision, the Developer may permit the placement of larger signs. The Association or Developer may erect a larger entrance sign for the Subdivision with approval of Dorchester County.

#### 10. ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. There shall not be located on any Lot any type of free standing antenna. No television reception satellite or other type dish antenna shall be allowed on any structure or Lot without written approval of the Developer, or Association, or their assigns.

#### 11. AIR AND WATER POLLUTION NOT PERMITTED

No use of any Lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway or wetlands or drainage ditch. No waste or any substances or materials of any kind shall be discharged into any wetlands, within Winterseat Subdivision or adjacent thereto. No person shall dump any garbage, trash or yard waste (i.e., leaves and grass, etc.) or other refuse into any of the waters.

#### 12. ANIMALS SECURED AND CONTROLLED

No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any Lot, with the exception that domestic dogs, cats, fish and birds inside bird cages, may be kept upon a Lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities, and do not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot, or to be upon the streets unless under leash and control by its Owner, or to otherwise have a negative effect upon the enjoyment of ownership of Lot owners in Winterseat Subdivision, all in the sole discretion of the developer, or Association. Each person bringing or keeping such a pet or animal upon any lands described on the plat of Winterseat Subdivision shall be absolutely liable to each and all other Owners, their family members, guests, invites, lessees, renters and contract purchasers, and their respective family members, guests or invites for any damage to persons or property caused by such pet or animal.

### 13. PROHIBITION OF COMMERCIAL USE

No trade or business of any kind or character nor the practice of any profession where clientele or associates would visit the business or profession shall be permitted upon any Lot. No garage sale shall be allowed in Winterseat Subdivision without the prior written approval of the Developer, or Association.

### 14. MINOR AGRICULTURAL PURSUITS

Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits may not include the raising of crops intended for marketing or sale to others. Additionally, no garden for sole consumption, may exceed three thousand (3000) square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the rear corners of any house on any Lot; Owners shall conceal them from view from the street in the front of the home and from view of neighboring Lots, roads, streets, common areas or other open areas.

### 15. CHANGING ELEVATIONS, FILLING OF WETLANDS, SEWER SYSTEMS AND WELLS

No elevation changes shall be permitted which materially affects the surface grade or drainage of a Lot or of surrounding Lots. No Lot shall be increased in size by filling in the wetlands or water it abuts. Properly approved and constructed wells shall be permitted.

The sanitary sewer system that will be constructed in Winterseat Subdivision will be an "alternative collection system" as defined in Section 67.300 Part "E" of the SCDHEC Standard for Wastewater Facility Construction. This system consists of individual pumping units for each residence and a discharge force main on each lot. The individual force main will connect to a common force main system within the road system of Winterseat Subdivision. The individual pumping units and discharge force mains shall be purchased and owned by the respective Lot Owner and shall be operated and maintained in accordance with SCDHEC Regulations and the regulations promulgated by the local utility company, currently the Commissioners of Public Works for Dorchester County ("CPW"). The ownership and operation of the individual pumping units shall be subject to regulations issued by Dorchester County CPW. The lot owner will pay a monthly fee to Dorchester County CPW to cover the cost of maintenance on the pumping unit. This fee will be added to and collected with the monthly sewer charge from Dorchester County CPW. The local utility, CPW, shall be responsible for the operation, maintenance and control of the common force main system only within the private or public road systems, or within CPW approved easements. CPW shall have review and approval authority for all components of the alternative collections system and CPW will control access to the system through its normal regulatory practices. CPW has approved the following pump system:

- (a) Pirana "S" series as manufactured by ABS Pumps, Inc. The local representatives are currently Joe Desroches, Pete Duty and Associates, Inc, 88 Melrose Place, Prosperity, SC (803) 364-2010.

**16. EASEMENTS**

In addition to those easements of record and those shown on the said plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designers, successors and assigns, along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear or back property line of each Lot, and along, over, under and upon a strip of land five (5) feet in width, and contiguous with the side Lot lines. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities and utility service lines, now or in the future, to, from, or for each Lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or maintenance of easement area, or which may change the direction or flow of drainage channels in such easements. The easement area of such Lot and all improvement in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible, or when the Developer or Association desires to perform additional maintenance. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any Lot lines when, in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines.

Further, the Developer hereby reserves an easement on each lot for the benefit of Dorchester County for the purpose of maintaining the pumping units referenced in the preceding paragraph, along, over and upon each lot as necessary. The said easement shall be utilized in a reasonable manner so as to cause the least amount of interference, disruption or damage to the subject property or its improvements, and the County agrees to return said easement area to its original condition upon the completion of any such work.

Notwithstanding anything to the contrary in this section, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and conditions of use of the easement on each Lot. Such agreement, shall upon execution, be filed with the RMC Office of Dorchester County and shall without the necessity of further actions, constitute an amendment of these covenants by the Developer and become a part of these covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

**17. MAINTENANCE REQUIRED BY OWNER OF LAWNS, SHRUBS AND EXTERNAL CARE OF BUILDINGS**

Each Owner shall keep all Lots owned by him, and any improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good aesthetic quality, safety and good property management in the sole discretion of the Developer, or Association. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding four (4") inches on a Lot at any time. Lots having no improvements shall remain in a natural state, except that Lots which are not wooded, in the sole discretion of the Developer, or Association, shall have the grass, weeds, and/or underbrush thereon mowed or cleared periodically to assure a neat and well-maintained appearance. The Developer, or Association, shall have the right to notify any Owner of the need, in their sole discretion, to mow or clear his Lot, and if said Owner shall fail to do so within 10 days from receipt of said notification, then the Developer, or Association, shall have the right to mow or clear said Lot and the Owner shall be responsible for payment of same. The costs for said mowing or clearing shall be added to and become a part of the assessment for such Lot and its Owner, to which they are subject, and shall become a lien against such Lot. If the Developer, or Association, has to enter a Lot for mowing or clearing as contemplated under this paragraph, such entry upon same shall not constitute a trespass.

**18. USE OF MODEL HOMES BY BUILDERS**

Builders, may use their Lot or Lots for the purpose of building thereon a model home or model homes and/or sales information centers, which may be exhibited to the public and to which the Builder shall be entitled to invite the public to inspect Lot(s), the said model home, or homes. The Builders who buy Lots may

disseminate sales information to the public on Winterseat Subdivision. Such activities shall not be construed as a violation of the residential provisions of these covenants.

19. OUTSIDE DRYING

No clothing, other household fabrics or similar materials shall be hung in the open on any Lot.

20. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE; NO HUNTING OR SHOOTING

No noxious or offensive activity shall be carried on or upon any Lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereon. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance. No hunting shall be permitted in Winterseat Subdivision, nor shall any firearm be discharged for any reason.

21. PARKING RESTRICTIONS, USE OF GARAGE

No motor vehicles shall be parked or left on any street or on any property shown on the plat of Winterseat Subdivision, other than on a driveway or within a garage, except when occasional temporary guest parking is required if the driveway does not accommodate.

22. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET

No boat, trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, school bus, truck (other than personal vans or pickups of three-quarter ton capacity or less) or any type of commercial vehicle shall be parked on any street, or on any Lot (enclosed garages excepted) or on any other property within Winterseat Subdivision unless Owners shall conceal them from view from the street in the front of the home and from view of neighboring Lots, roads, streets, common areas or other open areas. No such vehicle shall be openly stored in any other area other than that designated by the Developer for the purpose of storage. The Developer shall have no obligation to furnish any designated area for such storage.

23. VIOLATION

If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for the Developer, the Association or an individual Lot Owner to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing and to recover damages or other dues for such violation. The party enforcing the covenants shall be entitled to recover attorney fees, court costs and out of pocket expenses if he/she/they or it prevails. In addition to the rights and remedies herein above enumerated, and not by way of limitation, if the Developer or Association determines that any provision of these covenants has been violated, it may, at its discretion, seek appropriate relief at law or in equity to assure that the purposes of these covenants are fulfilled. The Developer or Association also may give five (5) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these covenants and the action required to be taken by the Owner to remedy such violation or breach. If at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, then the Developer or Association can enforce these covenants by entering upon a Lot to abate or remove any violation, and such entry shall not be deemed a trespass. The costs of abatement or removal shall be added to and become a part of the assessment for such Lot and its Owner, to which they are subject, and shall become a lien against such Lot. Failure to enforce any one or more of these covenants shall not

be deemed a waiver of the right to do so thereafter. Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which shall remain in full force and effect.

24. AESTHETICS, NATURE, GROWTH, SCREENING,  
UTILITY SERVICE

Equipment, air conditioning units, woodpiles, etc. shall be screened to conceal them from view from the street in the front of the home and from view of neighboring Lots, roads, streets, water front, common areas or other open areas. All residential utility service and lines to residences shall be underground. The plans for all screens, walls and enclosures must be approved in writing by the Developer, or Association, or its assigns pursuant to the rules for Architectural Control herein. No fuel tanks shall be allowed in Winterseat Subdivision, except small portable propane gas tanks for the use of outside grill cooking or gas fireplace.

25. UNSIGHTLY MATERIALS

No litter or other material of an unsightly nature, not natural to a well kept and sightly neighborhood, will be retained or allowed to remain on any of the said Lots. If such litter or other materials is found on any of the said Lots, the same will be removed by the Lot Owner, at the Lot Owner's expense, upon written request of the Developer or Association. Upon failure of the said Lot Owner to remove such litter or other material within five (5) days after written notice has been given, the Developer or the Association shall have the right to remove said litter or other material, and the expenses of such removal shall become an Assessment and lien against such Lot, and shall be paid by the said Lot Owner.

26. STREET LIGHTS, CARRIAGE LAMPS & EXTERIOR LIGHTING

Each resident will be charged a proportional monthly rate for street lighting service, if any. This rate is billed to the customer as part of their regular monthly electric utility bill. The current rate for the individual consumer is estimated to be \$3.50 per month, which is subject to change from time to time.

The Developer shall have no obligation to install such street lighting, however the Association may elect to do so at a later time if not done by the Developer.

27. DISPOSITION OF TRASH AND OTHER DEBRIS

Trash, garbage or other waste shall be kept only in sanitary, covered containers. No Owner shall permit or cause any trash, materials or refuse to be kept on any portion of a Lot. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the street in front of the home and from adjacent or surrounding properties. Garbage cans, receptacles, yard debris, etc. may not be positioned in any visible location nor at the designated pick-up curb location until the day of pick-up, and all cans and receptacles shall be removed from the street by nightfall of the same day. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials temporarily stored during the course of construction for a period not to exceed six months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view in a manner approved by the Developer, or Association. During the course of construction, sites are to be kept free of unsightly accumulation of trash, rubbish and scrap materials which shall not be allowed to blow in the wind. Trailers and construction shacks are to be kept in a neat and orderly manner. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any Lot.

28. BASKETBALL GOALS, VOLLEYBALL NETS, ETC



Tennis courts, or basketball, volleyball, or badminton courts, nets or goals, or similar additions, may only be permanently installed between the rear building foundation of any home and rear Lot line of any Lot. No goals (permanent or movable) shall be allowed to be maintained in any other location without written approval of the Developer, or Association.

29. CORNER LOTS

On all corner Lots, the front line of any corner Lot shall be construed as the shorter of the two property lines along the intersecting two streets. Buildings must be situated on a Lot with specific approval by the Developer, or Association, or their assigns as to precise location and any necessary boundary planting required. Exceptions must be approved by the Developer, or Association, in writing, prior to any construction which deviates from this requirement.

30. ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling be constructed with a minimum of Two Thousand (2000) square feet of total heated and cooled enclosed dwelling area. Window heating or air-conditioning units are not permitted and will not be allowed to remain on any dwelling. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios, and like area. If the finished room over the garage is used in calculating the minimum square footage or if one and one-half story dwellings are used, all measurements will be taken in areas with a minimum ceiling height of six feet.

31. COMPLETION OF CONSTRUCTION

All homes and other structures must be completed within twelve (12) months after the date of commencement of construction unless otherwise extended, in writing, by the Developer, or Association, where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity. This does not preclude a builder of speculative homes from leaving floors, walls, or counter tops unfinished until sold. All landscaping must be completed within ninety (90) days after receipt of the certificate of occupancy for the home.

32. OBSTRUCTION TO VIEW AT INTERSECTION  
AND DELIVERY RECEPTACLES; MAILBOXES

The lower branches of trees or other vegetation in sight line approaches to any street intersections shall not be permitted to obstruct the view of same. No receptacle or construction of any container for the receipt of mail, newspapers or similar delivered materials shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved in writing prior to construction by the Developer, or Association, or their assigns. It shall be required that all mailboxes, mailbox posts, etc. be of uniform shape, size, height, color and design. A mailbox fee shall be assessed against each Lot at the time of closing in the amount of Two Hundred and Twenty-five Dollars (\$225.00), payable to the Developer, and a request for installation shall be made to the Developer, or Association, at the appropriate time. This "Mailbox Fee" may be increased as warranted due to costs, in the sole discretion of the Developer, or Association. No Owner may plant or allow to remain on the street right-of-way between the front street line and the Owners Lot line any vegetation which impedes normal view and progress in the street right-of-way and/or any vegetation which in any way overhangs any portion of the street.

33. LANDSCAPE RESTRICTIONS

No tree having a diameter of six (6") inches or more (measured from a point two feet above the ground level) shall be removed from any Lot without the express written authorization of the Developer, or Association.

The Developer or Association shall further have the authority to require any Owner removing a tree in violation of this clause to replace such tree with one of comparable size and of the same variety at his cost. In the event that an Owner fails to replace such tree, the Developer or Association may do so and charge the cost of same to the Lot as an assessment which shall be deemed a lien on said Lot.

34. MOTORCYCLES, DIRT BIKES, TERRAIN VEHICLES,  
MOPEDS, BICYCLES AND GOLF CARTS

No all terrain vehicles, regardless of whether or not the same shall have three, four, six or more wheels or "dirt bikes" shall operate on any of the Lots, common areas or streets within Winterseat Subdivision. Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. Electric or gasoline golf carts may be used within the subdivision so long as they are operated according to applicable laws. Gasoline powered go-carts and skateboards are prohibited. No motorcycle may operate within the subdivision unless the same be fully street licensed including, but not limited to, muffler, brakes, lights, license plates, insurance, registration and/or other requirements of the State of South Carolina. Complaints by two or more Lot Owners as to engine noise of any motorcycle will also require a review and opinion from the Developer, or Association, as to the ability of such motorcycle to further operate within the subdivision.

35. DEVELOPMENT

Lot Owners, by purchasing said Lot, acknowledge that while Winterseat Subdivision is being developed, there may be traffic, noise and other minor nuisances present until such time as the developer completes the construction of improvements. The Developer will construct and convey to the Association an entrance way into the subdivision. The Developer will only have the obligation to maintain said improvements until such time as the common areas are turned over to the Association, who will thereafter be responsible for same. The Owners of any Lot hereby acknowledge and agree that neither the developer nor the Association shall have any liability for failure to properly construct or maintain the entrance way or other improvements, and agree for themselves, their immediate family and invitees that they will not bring any action or suit against the Developer or Association to recover damages resulting from the construction or maintenance of same.

The Developer hereby covenants that it will, on or before the sale of at least 90% of the Lots owned by Developer, convey all common areas to the Association.

37. VACATION OR TIME SHARING PROHIBITED

No dwelling on any Lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

36. DURATION AND AMENDMENT

These covenants shall bind all persons claiming any interest in the land shown on Exhibit A hereto, and shall run with the land for a period of thirty (30) years from the date of recording (as from time to time amended or supplemented as set forth below), after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the majority of Owners of Lots has been recorded terminating or modifying the covenants. These Restrictions may be amended or supplemented at any time by written instrument, signed by a majority of the Owners. There shall be one vote per Lot, with multiple Owners of a single Lot having one vote among them, and the Developer shall have one hundred votes for each Lot it owns. Upon proper execution, the instrument shall be filed in the RMC Office for Dorchester County.

[Signature page to follow ]

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IN WITNESS WHEREOF, Tri-County Investments, LLC, a South Carolina limited liability company, has caused these presents to be executed in its name by R. Gordon Darby, its Member, this 7th day of June, in the year of our Lord Two Thousand Four and in the Two Hundred and Twenty-eighth year of the Sovereignty and Independence of the United States of America

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TRI-COUNTY INVESTMENTS, LLC

Mary Hughes  
Witness #1

By:

R. Gordon Darby

Its:

Member

Darlene L. Washington  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER     )

The foregoing instrument was acknowledged before me by Tri-County Investments, LLC by R. Gordon Darby, its Member, this 7th day of June, 2004.

Darlene L. Washington (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 7-14-2007

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BN 4229PG067

EXHIBIT "A"

ALL those lots, pieces, parcels of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated on a plat prepared by Forsberg Engineering and Surveying, Inc., entitled "FINAL PLAT OF WINTERSEAT SUBDIVISION TMS 119-00-00-022 LOCATED NEAR THE TOWN OF RIDGEVILLE DORCHESTER COUNTY, SOUTH CAROLINA" dated March 11, 2004 in Plat Cabinet K, pages 102-104, Dorchester County RMC Office

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 12th  
Day of Aug. 2004  
at 2:21 P. M and recorder  
In book 4279 page 297  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 12th  
Day of July 2004  
at 11:58 A. M and recorded  
in book 4229 page 56  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

EXHIBIT "B"  
BY-LAWS  
OF  
WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the Association shall be Winterseat Subdivision Homeowners Association, Inc. and the initial office of same shall be 4142 Dorchester Road, N. Dorchester, SC 29405.

DEFINITIONS

The following words and terms, when used in these By-laws or any supplemental set of By-laws (unless the context shall clearly indicate otherwise) shall have the following meanings:

a. "Association" shall mean and refer to Winterseat Subdivision Homeowners Association, Inc, a South Carolina non-profit corporation, its successors and assigns.

b. "Board" shall mean the Board of Directors of the Association

c. "Common Properties" (also referred to as "Open Areas" or "Common Areas") shall mean or refer to those areas of land with or without improvements thereon that may be designated as common areas or properties or undisturbed buffers on plats filed for record in the RMC Office for Dorchester County, South Carolina, or which may be deeded to the Association, and designated in said deed as "common properties"

d. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Winterseat Subdivision and such additions or amendments thereto as are subjected to the Declaration.

e. "Developer" shall mean and refer to TRI-COUNTY INVESTMENTS, LLC, a South Carolina limited liability company, its successors and assigns.

f. "Lot" shall mean and refer to those parcels of real property numbered and designed for residential purposes as shown on the recorded final plat(s) of Winterseat Subdivision in Dorchester County

g. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Declaration of Declaration, Conditions, Easements and Restrictions applicable to Winterseat Subdivision

h. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporation, partnerships or other legal entities, of a fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner. In the case where a lot is owned by a partnership, corporation, or other group of

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persons, not more than three (3) persons may be designated as eligible to use the recreational facilities, if any. The names may not be changed more often than annually.

i. "Plat" shall mean that certain final Plat by Forsberg Engineering & Surveying, Inc as more particularly described in Exhibit "A" of the Declaration

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Membership in the Association and voting rights shall be as set forth in the Declaration.

Section 2. Assessments. The rights of membership are subject to the payment of initial, annual and special assessments levied by the Association. The obligation of said assessments is imposed against each Owner and becomes a lien upon the property against which such assessments are made as provided in the Declaration.

Section 3. Suspension of Membership Rights. The membership rights of any person or entity whose interest in the Lots are subject to assessments, whether or not he or it be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid, but, upon payment of such assessments, his or its rights and privileges shall be automatically restored.

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast one third (1/3) of the total vote of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent member who does not execute and return the proxy form sent to him in the mail referred to in Section 5 of this article shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Members, other than the Developer, shall be entitled to one vote for each Lot and the vote required to adopt decisions shall be as set forth in Section 4 above. The Developer shall be entitled to one hundred votes for each Lot that it owns. Votes can be cast only at meetings of the Association convened in accordance with the By-laws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer, and any other legal entity shall act by any managing agent. The failure of an absent Member to execute and return the proxy form mailed to him in the mailing referred to in Section 6 of this Article shall constitute a proxy to and for the majority present and voting. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Member unless another or such person objects, and in case of disagreement among co-owners as to the vote, the vote which such co-owner may be entitled to cast may not be cast. All Owners to a single Lot must be cast together and may not be split.

Section 6. Proxies. Any member may, by virtue of proxy, designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least five days and not more than twenty days prior to a duly called meeting, a member is informed by mail of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, then a Member shall be deemed to have given his proxy to and for the majority present and voting.

Section 7. Consents Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by a majority of all members.

Section 8. Initial Meeting The initial meeting of the Association shall be held upon call by the Developer as soon as the Developer deems practicable and convenient but no later than January 31, 2005. The following matters, and such other business as the Developer may deem appropriate, shall be taken up at the initial meeting:

1. Adoption of a fiscal year
2. Approval of a budget for the fiscal year
3. Determination of the Annual Assessments and the date upon which it is due and payable
4. Determination of the date of the first and subsequent annual meeting
5. The appointment of the initial, three-person Board of Directors in accordance with Article IV of these By-laws

Section 9. Annual Meetings The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Members may be transacted at an annual meeting.

Section 10. Special Meetings Special Meetings of the Association shall be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 11. Notice of Meetings Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Member not fewer than five nor more than twenty days in advance of the meeting; provided, however, that notice may also be given as described in Section 5 of this Article. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within five days following the meeting, in which case the action objected to shall be void.

Section 12. Waiver of Notice Waiver of notice of a meeting of the Association shall be deemed to be equivalent to proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 13. Place of Meeting All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 14. Adjournment Any meeting of the Association may be adjourned from time to time for a period not exceeding forty-eight hours by vote of Members holding a majority of the vote.

represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session may be transacted at the reconvened session and no additional source of adjourned sessions shall be required.

Section 15. Order of Business The order of business at all meeting of the Association shall be as follows:

1. Roll call
2. Proof of proper notice of the meeting or waiver of notice
3. Reading of the minutes of the preceding meeting
4. Report of the Board of Directors
5. Report of Officers
6. Reports of Committees
7. Election of Directors (when required)
8. Unfinished business
9. New Business

Section 16. Minutes of Meeting The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time at the Member's expense.

### ARTICLE III

#### ASSOCIATION PURPOSES AND POWERS

Section 1. Purpose The Association has been organized to provide a vehicle to assure, through assessments, or at its option through other means as set forth in the Declaration, that the Property known as "WINTERSEAT SUBDIVISION" shall be maintained in an attractive, sightly condition and to provide certain other benefits for its Members as set forth in the Declaration. Specific obligations of the Association are to collect assessments for the maintenance and upkeep of other common properties of the Association.

Section 2. Additions of Properties and Membership Additions to the Properties shown on the Plat may be made as provided in the Declaration. Such additions, when properly made under the applicable Declaration, shall extend the jurisdiction, functions, duties and membership of the Association to such properties.



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## ARTICLE IV

### BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Form of Administration The Association shall act by and through its Board of Directors. The initial Board of Directors shall consist of R. Gordon Darby, the Manager of the Developer. At the initial meeting, a Board of three persons shall be appointed by the Developer, which shall consist of a President, Vice President, and Secretary-Treasurer. Following their terms, there shall be elected a new Board to consist of a President, Vice President, Secretary and Treasurer, and an additional Director who shall not be an officer. Said additional Director shall vote on all matters requiring a vote by the Board, in order to provide a majority, but who shall not serve as an Officer.

Section 2. Authorities and Duties The Board of Directors shall provide for the following:

1. The maintenance, repair and replacement of the common properties and the designation and dismissal of the personnel necessary to accomplish the same.
2. The collection of assessments from the Members.
3. The procuring and keeping in force of insurance on the common properties, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as obtained.
4. The enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules". It shall not be necessary to record regulations newly adopted or the amendment or repeal of existing regulations, but no Member shall be bound by any newly adopted regulation or any amendment or repeal of an existing regulation until a copy of the regulation has been mailed or delivered to him.
5. The enforcement of the terms of the Declaration, these By-laws, and any regulations promulgated pursuant to the By-laws.
6. The administration of the Association on behalf and for the benefit of all members.
7. To do all things listed herein.

Section 3. Qualification Only an individual who is a Member or who together with another person or persons is a Member, or who 'is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member, may be elected and serve or continue to serve as a Director of the Association, except that the Developer shall select the initial Board of Directors to serve. The Developer may appoint itself in each of these capacities if it so desires, or may appoint other individuals who are able and willing to serve, if any. The number of Directors provided at any one time by a Member which is an organization or which consists of more than one individual shall not exceed the number of Lots owned by such Member.

Section 4. Election and Term The initial Board of Directors to be appointed at the initial meeting on January 31, 2005 shall consist of three people who shall be appointed by the Developer and shall serve until January 31, 2007. The Developer may appoint itself in these capacities if it so desires, or may appoint other individuals who are able and willing to serve, if any. At the first meeting on or after January 31, 2007, or by Special Meeting as provided herein, the Members shall elect five Directors, consisting of the President, Treasurer and an additional Director (who will not be an

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Officer) for a term of two years (to be elected in one election) and a Vice President and Secretary for a term of one year (to be elected in a second election), and the Board shall thereafter consist of five directors. At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 5. Removal A Director may be removed from office without cause by the vote of the Members.

Section 6. Vacancies Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors and the new Director shall serve for the unexpired term of this predecessor. In the event a majority is unable to agree as to the appointment of a new Director, the Developer shall be empowered to fill such vacancy for so long as it is entitled to elect no less than a majority of the Board. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

Section 7. Voting Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of two directors on the initial Board and of three Directors on subsequent boards shall be sufficient for any action unless otherwise specified in these By-laws.

Section 8. Quorum Two Directors on this initial Board and Three Directors on subsequent Board, shall constitute a quorum for the transaction of business.

Section 9. Consents Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 10. Annual Meetings An annual meeting of the Board of Directors shall be held during each fiscal year within thirty days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 11. Regular Meetings Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

Section 12. Special Meeting Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of the meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 13. Notice of Meetings Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting in which case the matter objected to shall not be taken up or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within five days following the meeting, in which case the action objected to shall be void.

Section 14. Waiver of Notice Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any director may, in writing, waive notice of any meeting.

of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date and place of the meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection in lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 15. Place of Meeting All meetings of the Board of directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 16. Minutes of Meetings The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the minutes shall be distributed to each Member within twenty days following each meeting and all minutes shall be made available for examination and copying by any Member at any reasonable time at the expense of said Member.

Section 17. Compensation The Directors may receive such compensation as the Association Members may determine, if any, and shall be entitled to reimbursement by the Association for authorized expenses incurred in the conduct of their duties.

## ARTICLE V

### OFFICERS OF THE ASSOCIATION

Section 1. Designation The Association shall have a President, a Vice President, a Secretary, and a Treasurer. The Association may also have one or more assistants to any of such Officers as may be necessary from time to time. The officers shall have the authority, powers, duties, responsibilities provided by these By-laws, or to the extent not so provided, as provided by the Board of Directors.

Section 2. Qualifications Only Members may be elected and serve as Officers.

Section 3. Election and Term Subsequent to the terms of the initial Officers, Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

Section 4. Removal Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 5. President The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among Members from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon the office.

Section 7. Secretary The Secretary shall prepare and keep or cause to be prepared and kept the minutes of all meetings of the Members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct.

Section 8. Treasurer The Treasurer shall have custody of and responsibility for Association funds and shall keep the financial records and books of accounts belonging to the Association.

Section 9. Compensation The Officers may receive such compensation as the Association members determines, if any, and shall be entitled to reimbursement by the Association for authorized expense incurred in the conduct of their duties

## ARTICLE VI

### FINANCES

Section 1. Fiscal Year The fiscal year of the Association shall be determined by the Association

Section 2. Budget The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies

Section 3. Approval of Budget The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved shall become the budget (Budget) of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members

Section 4. Annual Assessments The funds required by the Budget shall be collected from the Members in initial capital contributions and annual assessments, and the annual Assessments shall be payable as and when determined by the Association. The annual assessment for the initial year of 2004 will be due January 31, 2004 for lot owners of Winterseat Subdivision. Anyone purchasing a lot will pay a pro-rata amount as of the date of closing on the lot. The Developer shall not be required to pay any initial, annual or special assessment on lots owned by it.

Section 5. Special Assessments The funds required from time to time to pay any common expenses which are not covered by the Budget but which are approved by the members shall be collected from all the Members by the Board of Directors in such installments (Special Assessments) as the Members shall determine.

Section 6. Collection Members shall be personally liable for all assessments and shall pay the same promptly when due. Further, assessments shall constitute a legal lien against the property. The Board of Directors may take a prompt action to collect by suit, foreclosure or other lawful method any overdue assessment as provided in the Declaration. If any overdue assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, including attorney's fees

Section 7. Penalty An assessment not paid within fifteen days following the date when due shall bear a penalty of Ten (\$10.00) Dollars plus two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member.

Section 8. Account The Board of Directors shall maintain on behalf of the Association a checking

account with a Federally chartered bank having an office in Dorchester County, South Carolina. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a federally chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said account, except that the Board of Directors may maintain a petty cash fund of not more than one hundred and fifty (\$150 00) Dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

Section 9. Payments The Treasurer shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty (\$50.00) Dollars shall be revised and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two officers of the Association designated by the Board of Directors.

Section 10. Bonding The Board of Directors shall procure a fidelity bond in an amount of not less than Ten Thousand Dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

## ARTICLE VII

### MAINTENANCE AND IMPROVEMENTS -

Section 1. Insureds Insurance policies upon the common properties, covering the items described below, shall be purchased by the Board of the Association for the benefit of the Association and the Members and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

Section 2. Coverage Insurance shall cover the following when available:

A Public liability in the sum of One Million Dollars (\$500,000 00) and with such coverage as shall be determined by the Board of Directors which insurance shall also cover the Board of Directors.

B Workmen's compensation (if required)

C Such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to members as a portion of annual assessments.

## ARTICLE VIII

### LIABILITY AND INDEMNIFICATION

Section 1. Liability of the Association No Member shall be liable for a greater fraction of a debt or

liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

WINTERSEAT HOMEOWNERS ASSOCIATION, INC is a non-profit Corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association than that represented by the assessments payable by the Member

Section 2. Liability of Directors and Officers No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration of these By-laws

Section 3. Indemnification of Directors and Officers The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Director or an Officer of the Association if all of the following conditions are satisfied:

1 Such Director or Officer is not required to bear such liability by the terms of the Declaration, the laws of South Carolina or these By-laws.

2 Such Director or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same.

3 Such Director or Officer cooperates with the Association in defending against the claim. The expense of indemnifying a Director or an Officer shall be a common expense and shall be borne by all the Members, including such Director or Officer.

## ARTICLE IX

### ATTESTATIONS AND CERTIFICATIONS

Section 1. Attestation of Documents The presence of the signature of the Secretary of the Association on any contract, conveyance or any other document executed on behalf of the Association by another Officer of the Association shall attest:

a That the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association and that the signature of the Officer subscribed on the document is genuine.

b That the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents When any document relating to the Properties or the Association is certified as authentic by the Secretary or an Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be

Section 3. Certification of Statement and Facts When there is executed by the Secretary a written statement setting forth (i) actions taken by the Association or by the Board of Directors or (ii) facts relating to the Properties or the Association as determined by the Board of Directors, a third party

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without knowledge or reason to know to the contrary may rely on such statements as factually true and correct.

## ARTICLE X

### AMENDMENTS

Section 1. These By-laws may be amended or repealed and new By-laws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, and provided that any matter stated herein to be or which is in fact governed by the Declaration, may not be amended except as provided in the Declaration.

## ARTICLE XI

### MISCELLANEOUS

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Members and of the dates upon which they acquired title to their Lots.

Section 2. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of the dwelling on any Lot by or at the direction of the Board of Directors shall be deemed delivered to the Member of such Lot unless he has previously specified to the Board of Directors, in writing, another address for delivery of notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be deemed delivered to the Board of Directors.

Section 3. Waiver. No provision of the By-laws or the regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 4. Conflicts. In the event of any conflict between the By-laws and the Declaration, the Declaration shall control, as appropriate. In the event of a conflict between the By-laws and the regulations, the By-laws shall control.

Section 5. Severability. The provisions of the By-laws are severable, and the invalidity of one or more provision shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 6. Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the By-laws or the intent of any provision.

Section 7. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

Section 8. Rules of Order. All meetings of the membership and the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

IN WITNESS WHEREOF, Winterseat Subdivision Homeowners Association, Inc , a South Carolina non-profit corporation, has caused these presents to be executed in its name by R. Gordon Darby, its President, this 7<sup>th</sup> day of June, in the year of our Lord Two Thousand Four and in the Two Hundred and Twenty-eighth year of the Sovereignty and Independence of the United States of America

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Winterseat Subdivision Homeowners  
Association, Inc

Christina B. [Signature]  
Witness #1

By:

[Signature]  
R. Gordon Darby  
President

Its:

[Signature]  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER \_\_\_\_\_)

The foregoing instrument was acknowledged before me by Winterseat Subdivision Homeowners Association, Inc , by R. Gordon Darby, its President, this 7<sup>th</sup> day of June, 2004.

[Signature] (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 12/16/12



STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO DECLARATION OF  
COUNTY OF DORCHESTER ) COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS APPLICABLE TO WINTERSEAT  
SUBDIVISION

THIS First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions applicable to Winterseat Subdivision ("First Supplemental Declaration") is entered into effective the 1<sup>st</sup> day of January, 2008, by TRI-COUNTY INVESTMENTS, LLC, a South Carolina limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Winterseat Subdivision" dated June 7, 2004, and recorded in the R.M.C. Office for Dorchester County in Book 4229, at Page 056, and re-recorded in Book 4279, at Page 297, made certain properties in Dorchester County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 36 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration subject to approval of a majority of votes of said Owners and/or the Developer; and

WHEREAS, Developer holds a majority of said votes and desires to amend and supplement the Declaration.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare that the Declaration is amended by the following:

1. WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
AND MEMBERSHIP IN ASSOCIATION.

An initial Assessment of \$500.00 per Lot shall be due to the Association at the time of closing the purchase of a Lot from the Developer, or any subsequent owner, as well as the pro-rated amount of the annual Assessment of \$425.00 per Lot for the year of closing (to be pro-rated on a daily basis). An assessment not paid within fifteen days following the date when due shall bear a penalty of Fifty ( \$50.00) Dollars plus an additional Twenty Five Dollars (\$25.00) per month thereafter from the date when due. The penalty shall be added to and collected in the same manner as the assessment.

7. ARCHITECTURAL CONTROL

In addition to the architectural review fee, the Association shall require a construction deposit of \$1500.00 to be held in escrow by the Association until construction is completed in accordance with the plans, specifications and other materials submitted previously and approved. Any fines assessed the Owner, and any damages incurred by the Association or subdivision property, shall be deducted from the construction deposit. Upon completion by the issuance of a certificate of occupancy, and at the Owner's request, the Association shall conduct an inspection to insure said completion. The cost of each inspection shall be \$150, and shall be

deducted from the construction deposit, if available, or otherwise paid by the Owner prior to the inspection. This inspection shall not be for any purpose other than for the Association to determine compliance with the Declaration, and may not be relied upon by any other person or entity for any purpose. Once completion is confirmed, any remaining monies from the construction deposit shall be refunded to the Owner.

1. Driveways shall be constructed of asphalt, concrete or other hardscape approved by the Developer or Association.

### 23. VIOLATION.

a. In addition to the foregoing in this Paragraph 23, the Association will notify members regarding violations of the Declarations of Covenants which the member needs to address. Should a member fail to address the violation, or again violate the Declarations of Covenants in any similar fashion, a secondary notification will be issued. Such secondary notifications of violations will include a defined remedy period of 7 to 14 days for general items, and as much as 30 days or more for structural items. The remedy period will be determined by the Association and in its sole discretion. Any such notifications, primary or secondary, may be sent through regular, first-class mail or posted to the door of the Member. To remedy a violation, the physical remedy necessary to bring the violation within compliance with the Declarations of Covenants, in the sole discretion of the Association, must be completed within the remedy period. Additionally, the fine as stated within the notification, must be paid in full to the Association at an address as stated in the notification within the remedy period. (The Association may assess a fine of \$50.00 per violation with an additional daily fine of \$5.00 per day for each day the violation remains unresolved beyond the remedy period.) Should the violation remain unresolved after the date stated therein, by either the failure to undertake the physical remedy and/or to fully pay the fine, the fine will increase by a daily fee until such time as the matter is fully remedied by both physical resolution and payment in full being remitted to the Association. Any amount due by issuance of a violation fine will be treated in all manners as any other debt to the Association for which collections, liens, and or legal proceedings can be initiated in order to secure payment in full. These amounts may be increased by a majority vote of the Board.

Any Owner with an outstanding violation or fine is not considered to be in good standing with the Association for purposes of voting rights, and may not vote until said violation and/or fine is remedied.

To the extent this amendment conflicts with the provisions of the Declaration, this Amendment shall control.

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

[Signature page to follow.]

IN WITNESS WHEREOF, TRI-COUNTY INVESTMENTS, LLC, a South Carolina Limited Liability Company, has caused these presents to be executed in its name by R. Gordon Darby, its Member/Manager, this 28<sup>th</sup> day of January, in the year of our Lord Two Thousand Eight and in the Two Hundred and Thirty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TRI-COUNTY INVESTMENTS, LLC

Susan D. Pearce  
Witness #1

R. Gordon Darby  
By: R. Gordon Darby  
Its: Member/Manager

Diana Pearce  
Witness #2

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON     )

The foregoing instrument was acknowledged before me by TRI-COUNTY INVESTMENTS, LLC, by R. Gordon Darby, its Member/Manager, this 28<sup>th</sup> day of January, 2008.

Diana Pearce # (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 12/16/12

EXHIBIT "A"

ALL those lots, pieces, or parcels of land situate, lying and being near the Town of Ridgeville, Dorchester County, South Carolina, shown and designated on a plat thereof entitled "AMENDED FINAL PLAT OF WINTERSEAT SUBDIVISION TMS 119-00-00-022 LOCATED NEAR THE TOWN OF RIDGEVILLE DORCHESTER COUNTY, SOUTH CAROLINA", dated March 11, 2004 as revised on August 10, 2004, as Revised June 7, 2005 prepared by Forsberg Engineering & Surveying, Inc. and recorded on in the RMC Office for Dorchester County in Plat Book K at page 154; said lots having such size, shape, location, butting and bounding as are shown on said plat.



Recording Date: 03/12/2010      Instrument: 56      Book: 7429 Page: 34-40

FILED-RECORDED  
RMC / ROD

2010 Mar 12 AM 11:52:18

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 12.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO DECLARATION OF  
COUNTY OF DORCHESTER ) COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS APPLICABLE TO WINTERSEAT  
SUBDIVISION

THIS Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions applicable to Winterseat Subdivision ("First Supplemental Declaration") is entered into effective the 12<sup>th</sup> day of March, 2010 by TRI-COUNTY INVESTMENTS, LLC, a South Carolina limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Winterseat Subdivision" dated June 7, 2004, and recorded in the R.M.C. Office for Dorchester County in Book 4229, at Page 056, and re-recorded in Book 4279, at Page 297, made certain properties in Dorchester County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 36 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration subject to approval of a majority of votes of said Owners and/or the Developer; and

WHEREAS, a majority of said votes have approved the following amendments to the Declaration.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare that the Declaration is amended by the following:

1. WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
AND MEMBERSHIP IN ASSOCIATION.

An assessment not paid within fifteen days following the date when due, or made in accordance with an agreed upon payment schedule as set forth by the Association management in its sole discretion, shall bear a penalty of Fifty ( \$50.00) Dollars plus an additional Twenty Five Dollars (\$25.00) per month thereafter from the date when due. The penalty shall be added to and collected in the same manner as the Assessment. [These amounts may be increased or decreased by the Association upon a proper vote for same in accordance with the By-Laws.]

23. VIOLATION.

a. (The Association may assess a fine of \$100.00 per violation with an additional daily fine of \$10.00 per day for each day the violation remains unresolved beyond the remedy period.) [These amounts may be increased or decreased by the Association upon a proper vote for same in accordance with the By-Laws.]

To the extent this amendment conflicts with the provisions of the Declaration, this Amendment shall control.

Pearce Law Firm, LLC  
1952 Long Grove Drive, Ste. 201  
Mt. Pleasant, SC 29464

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

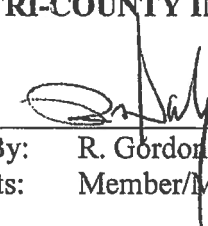
[Signature page to follow.]

IN WITNESS WHEREOF, TRI-COUNTY INVESTMENTS, LLC, a South Carolina Limited Liability Company, has caused these presents to be executed in its name by R. Gordon Darby, its Member/Manager, this 12<sup>th</sup> day of March, in the year of our Lord Two Thousand Ten and in the Two Hundred and Thirty-Fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TRI-COUNTY INVESTMENTS, LLC

  
Witness #1

  
By: R. Gordon Darby  
Its: Member/Manager

  
Witness #2

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF CHARLESTON        )

The foregoing instrument was acknowledged before me by TRI-COUNTY INVESTMENTS, LLC, by R. Gordon Darby, its Member/Manager, this 12<sup>th</sup> day of March, 2010.


 (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 12/16/12



EXHIBIT "A"

ALL those lots, pieces, or parcels of land situate, lying and being near the Town of Ridgeville, Dorchester County, South Carolina, shown and designated on a plat thereof entitled "AMENDED FINAL PLAT OF WINTERSEAT SUBDIVISION TMS 119-00-00-022 LOCATED NEAR THE TOWN OF RIDGEVILLE DORCHESTER COUNTY, SOUTH CAROLINA", dated March 11, 2004 as revised on August 10, 2004, as Revised June 7, 2005 prepared by Forsberg Engineering & Surveying, Inc. and recorded on in the RMC Office for Dorchester County in Plat Book K at page 154; said lots having such size, shape, location, butting and bounding as are shown on said plat.

EXHIBIT "B"

FIRST AMENDMENT TO BY-LAWS

OF

WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-Laws of Winterseat Subdivision Homeowners Association, Inc. provide as follows:

ARTICLE X

AMENDMENT S

Section 1. These By-laws may be amended or repealed and new By-laws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, and provided that any matter stated herein to be or which is in fact governed by the Declaration, may not be amended except as provided in the Declaration; and

WHEREAS, a special meeting was held, and a majority of the votes have voted in favor of the within amendments to the By-Laws.

Article VI Section 7. Penalty The Association may set amounts for late penalties for assessments and fines for violations as deemed appropriate, and as approved by the Association from time to time. The penalties and fines shall be added to and collected in the same manner as the assessment(s).

[Signature page to follow.]

IN WITNESS WHEREOF, Winterseat Subdivision Homeowners Association, Inc., a South Carolina non-profit corporation, has caused these presents to be executed in its name by R. Gordon Darby, its President, this 12<sup>th</sup> day of March, in the year of our Lord Two Thousand Ten and in the Two Hundred and Thirty-Fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Winterseat Subdivision Homeowners  
Association, Inc.

Kelly G. Suber  
Witness #1

R. Gordon Darby  
By: R. Gordon Darby  
Its: President

Diana F. Pearce  
Witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER \_\_\_\_\_)

The foregoing instrument was acknowledged before me by Winterseat Subdivision Homeowners Association, Inc., by R. Gordon Darby its President, this 12<sup>th</sup> day of March, 2010.

Diana F. Pearce (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 12/16/12

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*



Instrument #:	2016926838	Return To:	RICHARDSON PLOWDEN
Receipt Number:	13857	Received From:	RICHARDSON PLOWDEN
Recorded As:	RESTRICTIONS	Parties:	
Recorded On:	October 21, 2016		
Recorded At:	10:08:20 AM		
Recorded By:	NW		
Book/Page:	RB 10487: 191 - 196	Direct-	TRICOUNTY INVESTMENTS LLC
Total Pages:	6	Indirect-	WINTERSEAT SUBDIVISION HOMEOWNERS

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$11.00  
Tax Charge: \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA ) THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND  
COUNTY OF DORCHESTER ) RESTRICTIONS APPLICABLE TO WINTERSEAT  
SUBDIVISION

THIS Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions applicable to Winterseat Subdivision ("Third Supplemental Declaration") is entered into effective the 31<sup>st</sup> day of January, 2016, by TRI-COUNTY INVESTMENTS, LLC, a South Carolina limited liability company (hereinafter called "Developer") and WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (hereinafter called "Winterseat").

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Winterseat Subdivision" dated June 7, 2004, and recorded in the R.M.C. office for Dorchester County in Book 4229, at Page 056, and re-recorded in Book 4279, at Page 297, made certain properties in Dorchester County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 36 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration subject to approval of a majority of votes of said Owners and/or the Developer; and

WHEREAS, a majority of said votes have approved the following amendments to the Declaration.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer and Winterseat do hereby declare that the Declaration is amended by the following:

Paragraph 22 of the Declaration is hereby amended and supplemented to read as follows:

22. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET

No boat, trailer, trailer house, recreational vehicle, mobile home, motor home or habitable motor vehicle of any kind, school bus, truck (other than personal vans or pickups of three-quarter ton capacity or less) or any type of commercial vehicle shall be parked on any street, or on any Lot (enclosed garages excepted) or on any other property within Winterseat Subdivision unless Owners shall conceal them from view from the street in the front of the home and from view of the neighboring Lots, roads, streets, common areas or other open areas. No such vehicle shall be openly stored in any area other than that designated by the Developer for the purpose of storage. However, parking of a trailer, boat on a trailer, ATV, ATV on a trailer, campers, travel trailers, motor homes or other similar recreational vehicle is permitted specifically on an Owner's

private driveway only between the time period of Fridays at 12:00 p.m. until Sundays at 9:00 p.m. This clause shall also be construed to prohibit a permanent or temporary standing or parking of a trailer, boat or trailer house, recreational vehicle or motor home for short periods preparatory to taking same to some other location for use or storage during the time period of Sundays at 9:00 p.m. until Fridays at 12:00 pm.

Paragraph 28 of the Declaration is hereby amended and supplemented to read as follows:

28. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

Tennis courts, or basketball, volleyball, or badminton courts, nets or goals, or similar additions, may only be permanently installed either (a) between the rear building foundation of any home and rear Lot line of any Lot OR (b) between the side Lot line and the side building foundation of any home, but only within ten feet of the foundation of the home or the end of the driveway at the farthest point from the entry of the driveway onto the Lot. The basketball goals viewable from the street must be permanently installed. Movable basketball goals shall not be viewable from the street. No goals (permanent or movable) shall be allowed to be maintained in any other location without written approval of the Developer, or Association.

To the extent this amendment conflicts with the provisions of the Declaration or previous supplements or amendments to the Declaration, this Amendment shall control.

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

[Signature page to follow]

EXHIBIT "A"

ALL those lots, pieces, or parcels of land situate, lying and being near the Town of Ridgeville, Dorchester County, South Carolina, shown and designated on a plat thereof entitled "AMENDED FINAL PLAT OF WINTERSEAT SUBDIVISION TMS 119-00-00-022 LOCATED NEAR THE TOWN OF RIDGEVILLE DORCHESTER COUNTY, SOUTH CAROLINA", dated March 11, 2004 as revised on August 10, 2004, as Revised June 7, 2005 prepared by Forsberg Engineering & Surveying, Inc. and recorded on in the RMC Office for Dorchester County in Plat Book K at page 154; said lots having such size, shape, location, butting and bounding as are shown on said plat.

IN WITNESS WHEREOF, TRI-COUNTY INVESTMENTS, LLC, a South Carolina Limited Liability company by R. Gordon Darby, its Member/Manager, and WINTERSEAT SUBDIVISION HOMEWONERS ASSOCIATION, INC. by <sup>Christopher</sup> ~~Gasney~~ Gasney, its Treasurer, have caused these presents to be executed in its name, this 31 day of January, in the year of our Lord Two Thousand Sixteen, in the Two Hundred Forty First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TRI-COUNTY INVESTMENTS, LLC

Darlene L. Washington  
Witness #1

R. Gordon Darby  
By: R. Gordon Darby  
Its: Member/Manager

Ann S. Grizzle  
Witness #2

FILED/RECORDED  
October 21, 2016  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER    )

The foregoing instrument was acknowledged before me by TRI-COUNTY INVESTMENTS, LLC, by R. Gordon Darby, its Member/Manager, this 31 day of January, 2016.

Ann S. Grizzle (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: July 19, 2017





SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WINTERSEAT SUBDIVISION  
HOMEOWNERS ASSOCIATION, INC.

Brandi Scott

Witness #1

Christopher Gaffney

By: Christopher Gaffney  
Its: Treasurer

Ann S. Grizzle

Witness #2

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF DORCHESTER     )

The foregoing instrument was acknowledged before me by Ann S. Grizzle, the  
\_\_\_\_\_ of Winterseat Subdivision Homeowners Association, Inc., this 31 day of  
January, 2016.

Ann S. Grizzle (SEAL)  
Notary Public for SOUTH CAROLINA  
My commission expires: 7-19-2017

