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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, RESTRICTIONS, CHARGES AND  
LIENS FOR BRANDYMILL AND  
PROVISIONS FOR THE BRANDYMILL  
COMMUNITY ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS,  
CHARGES AND LIENS FOR BRANDYMILL AND PROVISIONS FOR THE BRANDYMILL  
COMMUNITY ASSOCIATION, INC. is made this 22nd day of September,  
1983, by Westvaco Development Corporation.

WITNESSETH:

WHEREAS, Westvaco Development Corporation is the developer of a planned  
community in Dorchester County, South Carolina, known as Brandy Mill; and

WHEREAS, Westvaco Development Corporation desires to impress  
appropriate restrictions and to create certain easements upon such property  
and establish Brandy Mill Community Association for the purpose of protecting  
the value and desirability of said lands; and

WHEREAS, Westvaco Development Corporation has caused or will cause to  
be incorporated under the laws of the State of South Carolina a non-profit  
corporation, Brandy Mill Community Association Inc., for the purpose of  
exercising the functions aforesaid, which are hereinafter more fully set  
forth; and

WHEREAS, in order to cause these covenants, conditions, restrictions,  
easements, charges and liens to run with, burden, benefit, and bind the  
Properties, Westvaco Development Corporation executes this instrument.

NOW THEREFORE, Westvaco Development Corporation declares that the real  
property described as the Properties in Article II hereof is and shall be  
held, transferred, sold, conveyed, given, donated, leased, occupied and used  
subject, among others, to the covenants, restrictions, conditions,  
easements, charges, assessments, affirmative obligations and liens (herein  
sometimes referred to as the "Covenants" or "Declaration of Covenants")  
hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words and terms, when used in these Covenants or any  
supplemental declaration of covenants (unless the context shall clearly  
indicate otherwise) shall have the following meanings:

(a) "Association" or "Brandy Mill Community Association" shall mean and  
refer to Brandy Mill Community Association Inc., a South Carolina non-profit  
corporation, its successors and assigns.

(b) "Common Area" shall mean and refer to all real and personal  
property now or hereafter owned by the Brandy Mill Community Association for  
the common use and enjoyment of the Owners and Residents and designated as  
Common Area in the deed conveying the property to the Association. The  
Common Area shall include street medians and islands, pedestrian trails,

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P. O. BOX 10867  
CHARLESTON, SC 29411

*Handwritten initials: RW, DF*

pedestrian lighting, entrance monuments, walkways, landscaping, and such other property as is owned by the Association and designated as Common Area in the deed conveying such property to the Association. Common Area may be conveyed to the Brandymill Community Association subject to all applicable restrictive covenants of record, and when tendered, title thereto shall be accepted by the Brandymill Community Association.

(c) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association as set forth herein, including a reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration of Covenants and the By-Laws.

(d) The "Declarant" shall mean and refer to Westvaco Development Corporation, its successors and assigns.

(e) "Lot" shall mean and refer to all platted lots on which Residential Units are constructed, or are to be constructed, as shown on a recorded plat of a portion of the Properties. The term Lot shall include the Residential Unit constructed thereon when the context of use would reasonably imply such construction.

(f) "Member" shall mean and refer to all those Property Owners who are Members of the Brandymill Community Association as provided in Section 4.01 of Article IV hereof.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(h) "Parcel" shall mean and refer to a separately designated, developed residential area comprised of various type(s) of housing initially or by amendment made subject to this Declaration; for example and by way of illustration and not limitation, condominiums, fee simple townhouses or single family detached houses. In the absence of a specific designation of separate parcel status, all property made subject to this Declaration shall be considered a part of the same Parcel; provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels.

(i) "Parcel Assessments" shall mean and refer to assessments for Common Expenses provided for herein or by any subsequent declaration, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units against which the specific Parcel Assessment is levied, and for maintaining properties within a given Parcel.

(j) The "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and made a part hereof by reference, together with such additional real property as the Declarant may own or acquire and which the Declarant makes subject to this Declaration of Covenants pursuant to the terms of Article II hereof.

(k) "Resident" shall mean and refer to those persons residing in a Residential Unit.

(l) "Residential Unit" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in way of illustration but not limitation) condominium units, individual apartment units within a building or complex, detached single family homes on separately platted lots, patio or zero lot line homes, as may be developed, used and defined as herein provided or as provided in subsequent declarations covering all or a part of the Properties. The term Residential Unit shall include within its meaning separately platted residential building Lots upon which structures have not been erected but which have been platted and made subject to this Declaration.

(m) "Special Use Properties" shall mean and refer to real and personal property owned by the Association and designated in the deed conveying the property to the Association as Special Use Properties. Only those Members who join, pay special fees, or otherwise comply with Special Use Regulations which the Board may adopt shall have a right to use and enjoy such Special Use Properties. The designation as Special Use Properties may be removed by a vote of a majority of the Members of each class present in person or by proxy, at a meeting of the Association duly called for such purpose, provided that the Board of Directors shall recommend such approval.

ARTICLE II  
PROPERTY

Section 2.01. Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Dorchester County, South Carolina, and is more particularly described in Exhibit "A" hereto attached and by reference incorporated herein.

Section 2.02. Right of Expansion. The Declarant shall have the right, without the consent of any Owner, mortgagee, lien holder, or any other person, to buy within the plan and operation of these Covenants additional land in future stages of development within the area described in Exhibit "B" attached hereto and made a part hereof by reference, within fifteen (15) years of the date of this instrument provided that the FHA and the VA approve the same. Annexation of all or a portion of the area described in Exhibit "B" shall be accomplished by execution and recording in the Office of the Clerk of Court for Dorchester County, S.C., of a supplemental declaration which shall include a description of the property made subject to this Declaration of Covenants.

Section 2.03. Extent of Property. Nothing contained in these Covenants imposes nor should be interpreted to impose any restriction, condition, limitation, or easement upon any land owned by the Declarant other than that described in Section 2.01 hereinabove, and such additional property as may by subsequent declaration be added to and subjected to this Declaration of Covenants pursuant to Section 2.02 of this Article II.

ARTICLE III  
PROPERTY RIGHTS

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Section 3.01. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Brandyhill Community Association to suspend the voting rights and right of use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Brandyhill Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded.

Section 3.02. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in a Residential Unit.

Section 3.03. Special Use Properties. Every Owner shall have a right to elect to use Special Use Properties on the same terms and conditions as all other Owners by paying the membership and user fees established by the Board of Directors for use of said facilities.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Every Owner of a Lot which is subject to assessment shall be a Member of the Brandyhill Community Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.02. The Brandyhill Community Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be cast as a whole and exercised as the Owners thereof shall determine. In no event shall more than one vote be cast with respect to any Lot nor shall the vote appurtenant to any Lot be cast in fractional part.

Class B. The Class B Member shall be the Declarant. The Class B Member shall originally be entitled to six hundred (600) votes; this number shall be decreased by one vote for each three Class A votes outstanding at any one time. The Class B membership shall cease and be converted to Class

A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 31, 1998, or
- (c) when in its discretion the Declarant so determines and executes and records an instrument stating such determination, or
- (d) when there is no new construction, no application for building permits, or no continuation of sales activity (maintenance of a sales office or advertisements of Residential Units for sale) for a period of six (6) months, the Declarant shall execute and record a notice of termination of the project.

ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION

The Brandyhill Community Association is formed to provide for maintenance, preservation, and architectural control of the Lots, Common Area, Parcels, and Special Use Properties which comprise the Properties, and to promote the health, safety and welfare of the Residents within the Properties, including any additions thereto as may hereafter be brought within the jurisdiction of this Association. The Association is authorized to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Brandyhill Community Association as set forth in this Declaration of Covenants as the same may from time to time be amended;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Brandyhill Community Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Brandyhill Community Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Brandyhill Community Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of Members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area or Special Use Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has

been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members;

(g) enforce the provisions of the Declaration of Covenants and prosecute lawsuits to do so; and

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of South Carolina by law may now or hereafter have or exercise.

The affairs of the Brandymill Community Association shall be managed by a Board of five (5) Directors except that the initial Board of Directors which serves until the first annual meeting of the Association shall consist of three (3) Directors. The number of directors may be changed by amendment of the By-Laws of the Brandymill Community Association.

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ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Brandymill Community Association: (1) annual General Assessments as provided for in Section 6.03 hereof and assessments or charges as provided for in Article VII hereof for Special Use Properties and Article VIII hereof for Parcels, and (2) assessments for capital improvements as provided for in Section 6.04 hereof, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with Delinquent Payment Fees thereon and costs of collection, including reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with Delinquent Payment Fees and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor(s) in title unless expressly assumed by such successor(s).

Section 6.02. Purpose of Assessments. The assessments levied by the Brandymill Community Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Residents and Owners; for the improvement and maintenance of the Common Area; and to perform such services for Owners as authorized in this Declaration of Covenants.

Section 6.03. Maximum and Actual Annual General Assessments. Until January 1 of the year immediately following recording of this Declaration of Covenants in the Office of the Clerk of Court for Dorchester County, S.C., the maximum annual General Assessment shall be One Hundred and 00/100 (\$100.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual General Assessment may be increased without a vote of the membership each year (i) not more than 5% above the maximum General Assessment for the previous year, or (ii) by such sum as is proportionately equal with the increase in the Consumer Price Index for All Urban Consumers, U.S. City Average (1967=100), published by the Department of Labor, Bureau of Labor Statistics, whichever is greater.

(b) From and after January 1 of the year immediately following recording of this Declaration of Covenants in the Office of the Clerk of Court for Dorchester County, S.C., the maximum annual General Assessment may be increased by an amount greater than permitted in Section 6.03(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors shall fix the annual General Assessment at an amount not in excess of the maximum. The annual General Assessment for the first fiscal year of the Association shall be fixed at the rate of One Hundred and 00/100 (\$100.00) Dollars. Lots upon which construction of a Residential Unit has not been commenced shall be assessed at one fourth (1/4) of the annual General Assessment levied against other Owners.

The Board of Directors shall, at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership, prepare a budget covering the estimated costs of operating the Brandyhill Community Association during the coming year. The budget may include a contribution establishing a reserve fund. The Board shall cause a copy of the budget, and the amount of the annual maintenance assessments to be levied against each Owner for the following year, to be delivered to each Owner at least fifteen (15) days prior to the meeting. The annual assessments shall become effective when the budget is presented at such meeting.

Section 6.04. Special Assessments for Capital Improvements. In addition to the annual General Assessments authorized above, the Brandyhill Community Association may levy, in any assessment year, a special assessment ("Capital Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.05. Notice and Quorum for Any Action Authorized Under Sections 6.03(b) and 6.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.03(b) or 6.04 shall be sent to all Members not less than 30 days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such

subsequent meeting(s) shall be held within sixty 60 days following the preceding meeting.

Section 6.06. Uniform Rate of Assessment; Due Dates. Both annual General Assessments and Special Assessments must be fixed at a uniform rate for all Lots (except Lots upon which construction of a Residential Unit has not been commenced as herein provided) and may be collected on an annual, quarterly or monthly basis as determined by the Board of Directors.

Section 6.07. Date of Commencement of Annual Assessments. The assessments provided for herein shall commence as to a Lot(s) on the first day of the month following recordation of a supplemental declaration subjecting said Lot(s) to this Declaration.

Section 6.08. Effect of Non-Payment of Assessment; The Lien; Remedies of Brandy Mill Community Association. Any assessments not paid within thirty (30) days after the date when due shall become delinquent and shall (together with a Delinquent Payment Fee as shall be provided in the By-Laws but not to exceed six percent (6%) per annum on the unpaid balance, and costs of collection thereof as herein provided) become a charge and continuing lien on the Lot and all improvements thereon, against which each such assessment is made.

If the assessment is not paid within sixty (60) days after the due date, the Brandy Mill Community Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include Delinquent Payment Fees on the assessment as above provided and a reasonable attorney's fee together with all other costs of the action.

Section 6.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 6.10. Duties of the Board of Directors. The Board of Directors of the Brandy Mill Community Association shall annually fix the amount of the General Assessment against each Lot for the fiscal year at least thirty days in advance of the first day of each fiscal year. At that time, the Board shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Brandy Mill Community Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent to every property Owner subject thereto. Such notice shall include the Delinquent Payment Fee as provided in the By-Laws to be imposed for failure to pay the assessment by the due date.



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

Section 6.11. Reserves and Surplus. The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine to be necessary or desirable for the greater financial security of the Brandymill Community Association and the effectuation of its purposes. The Brandymill Community Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining. The Brandymill Community Association shall not be obligated to apply any such surplus to the reduction of the amount of the assessment in the succeeding year, but may carry forward the same from year to year.

ARTICLE VII  
COMMON AREA and SPECIAL USE PROPERTIES

The Association shall operate and maintain and keep in good repair the Common Area and Special Use Properties. Such operation and maintenance of the Common Area shall be funded by the General Assessments, and operation and maintenance of the Special Use Properties shall be funded by membership fees, user charges and special fees applicable to the use thereof. Maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, structures, and improvements.

ARTICLE VIII  
PARCELS

The Association may, in the discretion of its Board of Directors, assume the maintenance responsibilities set out in any declaration subsequently recorded which designates a Parcel or creates any residential association (including but not limited to condominium associations) which shall constitute a Parcel, upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed, as Parcel Assessments, only against those Members residing in the Parcel to which the services are provided. The assumption of this responsibility may take place by contract or by recorded declaration.

ARTICLE IX  
ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to any building, fence, wall or other structure, driveway or improvement of any nature shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Brandymill Community Association, or by an Architectural Review Board

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composed of three (3) or more representatives appointed by the Board (herein sometimes referred to as "ARB"). In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications shall be submitted to the ARB. The Architectural Review Board shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. No previously approved building or structure shall be used for any purpose other than for which it was originally approved.

Section 9.01. Violations. If any Residential Unit, structure or building shall be erected, placed, maintained or altered upon any Lot or other Properties, or any new use commenced on any Lot or other Properties, otherwise than in accordance with the plans and specifications approved by the ARB pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article, and without the approval required therein.

If in the opinion of the ARB a violation exists, written notice of the violation shall be given to the Owner by the Brandyhill Community Association Board (which shall be deemed to have been delivered if sent by registered mail, return receipt requested, postage paid). If the Owner of the Residential Unit upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within twenty (20) days after the mailing of the aforesaid notice of violation, the Brandyhill Community Association shall have the right of enforcement as provided in Section 12.02 hereof.

ARTICLE X  
EASEMENTS

Section 10.01. Easements for Utilities, Etc. There is hereby reserved the power to grant easements upon, across, over, and under all of the Common Area and Special Use Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, gas and electricity. The Board may, upon written request, grant such easements as may be reasonably necessary for the development of any property made subject to this Declaration. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Common Area or Special Use Properties except as may be approved by the Association's Board of Directors or as provided in the development by the Declarant.

Section 10.02. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Residential Unit and shall have the right to lateral support for his or her Residential Unit, and such

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rights shall be appurtenant to and pass with the title to each Residential Unit.

ARTICLE XI  
INSURANCE

Section 11.01. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, by written agreement with any other association in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Area and Special Use Properties, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area or Special Use Properties shall be common expenses of the Association included in the General Assessment, as defined in Article VI, Section 6.03; premiums for insurance provided to other associations or Parcels shall be charged to those associations or Parcels. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 11.02. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or Special Use Properties, or in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners if any Residential Unit is involved and with their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Residential Unit and may be enforced by such mortgagee.

(b) If it is determined as provided for in Section 11.03 of this Article that the damage or destruction to the Common Area or Special Use Properties for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 11.02(a) hereof.

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Section 11.03. Damage and Destruction.

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(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area or Special Use Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area or Special Use Properties shall be repaired or reconstructed unless at least seventy-five (75%) percent of the vote of the Association, present in person or by proxy at a duly called meeting shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area or Special Use Properties damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area or Special Use Properties shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 11.04. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors may, upon approval by a vote of the Members, levy a Special Assessment against all Owners in proportion to the number of Residential Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XII  
GENERAL PROVISIONS

Section 12.01. Documents. All papers and instruments required to be filed with or submitted to the Declarant, the Brandymill Community Association, or the ARB shall be delivered personally or sent by Certified Mail Return Receipt Requested to Westvaco Development Corporation at its office located at 1810 Trolley Road, Oakbrook Office Park, Summerville, South Carolina (Post Office Box 2078), 29483, or to such other address as the Declarant or the Brandymill Community Association may specify.

Section 12.02. Violation. If any person, firm or corporation shall violate or attempt to violate any of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Brandymill Community Association Board determines that any provision of these Covenants has been violated, the Brandymill Community Association Board may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Declarant can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

Section 12.03. Severability. Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

Section 12.04. Duration and Amendment. This Declaration of Covenants shall bind all persons claiming any interest in the land and run with the land for a period of thirty (30) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them) of Lots has been recorded terminating the Covenants.

During the first thirty (30) year period, amendment shall be by a written instrument signed by not less than ninety (90%) percent of the Owners and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the Owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Declarant shall have one (1) vote for each Lot it owns), provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Brandymill Community Association. Upon proper execution, the instrument shall be filed in the Office of the Clerk of Court for Dorchester County, South Carolina.

The foregoing paragraph notwithstanding, so long as the Class B Membership shall exist, the Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion and without the vote of the Class A Membership, provided that the prior approval of the Federal Housing Administration and the Veterans Administration shall be obtained. No amendment hereof made pursuant to this paragraph shall be effective unless such approval is granted by FHA/VA which assent to any such amendment shall be established by appendage to the recorded instrument of an

affidavit by the Declarant stating that prior FHA/VA approval has been granted.

Section 12.05. FHA/VA Approval. So long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional Properties, dedication of Common Area or Special Use Properties to the public, and amendment of this Declaration of Covenants.

Section 12.06. Relocation of Streets and Revision of the Plat. The Declarant reserves the right unto itself, its successors and assigns, to relocate, open, or close streets shown upon a recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension, and location of Lots, and these Covenants shall be applicable to resulting Lots; provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any Lot value, as shall be determined by the Federal Housing Administration, and no Lot sold prior to such revision shall be deprived of access from the streets of the subdivision, and, provided, further, that no Lot shall have any area less than the smallest Lot shown on said recorded subdivision Plat.

Section 12.07. Street Lighting. Street lighting shall be installed and operated by South Carolina Electric and Gas Company and each Owner's electric bill will contain a charge therefor as approved by the South Carolina Public Service Commission.

IN WITNESS WHEREOF, Westvaco Development Corporation has caused these presents to be executed by their duly authorized officers and their seals affixed hereunto as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WESTVACO DEVELOPMENT CORPORATION (SEAL)

Michael R. Moore

By: [Signature]  
K. O. Wassen, its President

John R. Poole

By: [Signature]

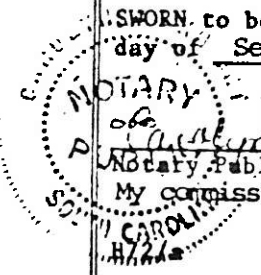
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

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Personally appeared before me Michael R. Moskal, who, on oath, says that (s)he saw the within named Westvaco Development Corporation by K. O. Wassén, its President and J.C. Franks, its Assistant Secretary sign the within Declaration of Covenants and the said Corporation, by said officers, seal said Covenants, and as its act and deed, deliver the same, and that (s)he with John R. Poole, III witnessed the execution thereof.

Michael R. Moskal

SWORN to before me this 22nd day of September, 1983.



Lawton E. Knight  
Notary Public for South Carolina  
My commission expires 4/17/90.

EXHIBIT "A"

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ALL that certain piece, parcel, or tract of land, situate, lying, and being in the Community of Brandy Mill in the Oakbrook Area of Dorchester County, lying on the west side of Trolley Road, Dorchester County, South Carolina, consisting of 13.01 acres, being thirty-nine Lots and Greenways, as shown on that certain plat entitled "Plat Showing The Hamlet Subdivision, Section I, Phase I, Property of Westvaco Development Corporation, Located in Oakbrook, Dorchester County, South Carolina" dated July 8, 1983, made by A. Vint Thornburg, South Carolina Registered P.E. and L.S., said plat being recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 308. The aforesaid property has such size, shape, metes, bounds, buttings, and dimensions as will by reference to said plat more fully appear.

H73/o



Exhibit "B"

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ALL that certain piece, parcel, or tract of land located on the west side of Trolley Road in the Oakbrook Area of Dorchester County, South Carolina, consisting of 127.10 acres, more or less, described as follows:

Commencing at a point on the western right-of-way line of Trolley Road (S-18-199) 1001.34 feet southeast of the intersection of said right-of-way line and the intersection of the center line of Savannah Road, measured along said right-of-way line of Trolley Road, said point being the POINT OF BEGINNING; thence running along said western right-of-way line of Trolley Road  $S17^{\circ}52'36''E$  1417.56 feet to a point marked by an iron pin; thence turning and running  $N88^{\circ}59'14''W$  723.54 feet to a point marked by an iron pin; thence turning and running  $S00^{\circ}35'50''W$  783.90 feet to a point marked by an iron pin; thence turning and running  $S72^{\circ}07'24''W$  1671.55 feet to a point marked by an iron pin; thence turning and running  $N65^{\circ}42'30''W$  821.12 feet to a point marked by an iron pin; thence turning and running  $N23^{\circ}58'39''E$  941.14 feet to a point marked by an iron pin; thence running  $N23^{\circ}22'18''E$  1153.91 feet to a point marked by an iron pin; thence running  $N25^{\circ}09'03''E$  675.62 feet to a point marked by an iron pin; thence turning and running  $N69^{\circ}15'04''E$  556.70 feet to a point marked by an iron pin; thence turning and running  $S75^{\circ}40'06''E$  640.28 feet to a point marked by an iron pin; thence turning and running  $S72^{\circ}31'24''W$  99.77 feet to a point marked by an iron pin; thence turning and running  $S17^{\circ}43'36''E$  350.32 feet to a point marked by an iron pin; thence turning and running  $N72^{\circ}16'24''E$  373.72 feet to a point on the westernmost right-of-way line of Trolley Road marked by an iron pin, said point being the POINT OF BEGINNING.

Being a portion of the property conveyed to Westvaco Development Corporation by deed of William S. Branton, dated January 30, 1981, and recorded February 2, 1981, in the Office of the Clerk of Court for Dorchester County, South Carolina in Book 432, page 116, and the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated October 3, 1980, and recorded February 27, 1981, in the Office of the Clerk of Court for Dorchester County in Book 434, page 94.

H76/n