

Article I Definitions

In addition to any other terms defined in this Declaration, the following terms shall have the following meanings when used herein:

1. "Association" means the Hidden Hills Homeowners Association, Inc., a South Carolina non-profit corporation.
2. "By-Laws" means the By-Laws duly adopted by the Association which govern the administration and operation of the Association, as may be amended from time to time. A copy of the By-Laws is attached as EXHIBIT C,
3. "Common Area" means all real property (including improvements and fixtures thereon or attached thereto), owned by the Association in fee simple; together with all rights-of-way, easements, appurtenant, improvements and hereditaments described in this Declaration or designated as Common Area on any recorded plats of the Development, including but not limited to landscape easements, utility easements, and those certain sewer and drain age easements and appurtenances as shown on that certain plat recorded in Plat Book L on Page 8 and in Plat Book L on Page 84 in the Office of the Register of Deeds for Dorchester County, South Carolina ("Register of Deeds"), and on the Phase II Plats and Phase III Plats (as these terms are hereinafter defined), all of which shall be and are covenants running with the land at law.
4. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.
5. "Development" means Hidden Hills, a single-family residential neighborhood.
6. "Lot" means any numbered plot of land and improvements thereon, with delineated boundary lines intended for single-family residential use, appearing on the Plats, and expressly excluding Common Areas and roads and streets shown on the Plats.



Charpia and Hammes, Attorneys at Law
215 West 2nd South Street
Summerville, SC 29483

7. "Member" means every person or legal entity that holds membership in the Association.
8. "Mortgage" means any mortgage constituting a lien on a Lot.
9. "Mortgagee" means the owner and holder of a Mortgage at the time such term is being applied.
10. "Owner" means the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot, and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
11. "Plat" or "Plats" means the two plats of the Development recorded in the Office of the Register of Deeds: "HIDDEN HILLS AT SUMMERVILLE COUNTRY ESTATES FINAL SUBDIVISION PLAT OF PHASE II - BLOCKS 'B' & 'D' LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA" in Plat Cabinet L-8, Sheets 1 - 3, in the ROD Office for Dorchester County, South Carolina. And "FINAL PLAT HIDDEN HILLS AT SUMMERVILLE COUNTRY ESTATES PHASE III LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", in Plat Cabinet L-84 Sheets 1-2, in the ROD Office for Dorchester County, South Carolina.
12. "Phase II Property" means that portion of the Property with Lots, Common Areas, streets and roads, shown in Plat Book L on Page 8, Lots 1-31.
13. "Phase III Property" means that portion of the Property with Lots, Common Areas, streets, and roads shown in Plat Book L on Page 84, Lots 12B-21B and 21D-29D.
14. "Property" means the Phase II, Phase III and common areas owned by the HOA.

Article II

Property Subject to This Declaration and the Jurisdiction of Hidden Hills Homeowners Association, Inc.

1. **Phase II Property.** The Lots comprising the Phase II Property and 1001 Everglade circle in Phase 3 are and shall be held subject to this Declaration and shall be within the jurisdiction of the Association as set forth in this Declaration.
2. **Phase III Property.** The Lots comprising the Phase III Property, excluding 1001 Everglade circle, are not held subject to this Declaration. They are subject to a separate maintenance agreement only (*See exhibit XYZ- this will be added once finalized*)

Article III

Property Rights

1. **Ownership of Common Areas.** The Association owns all common areas. Any Lots owned by the association to include but not limited to HOA "1", HOA "3", HOA "5", HOA "7", HOA "7A", HOA "A". All roads located within the Property are private roads that are owned by the Association.
2. **Owners' Rights to Use and Enjoy the Common Areas.** Each Owner shall have the nonexclusive, non-severable easement and right to use and enjoy the Common Areas, which easement and right shall be appurtenant to and run with the title to each Lot and shall pass with the title thereto, subject to the following:
 - (a) The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas to insure the safety, enjoyment and rights of all Owners therein;
 - (b) the right of the Association to suspend the voting rights with respect to such Lot in the Association and the right of the Association to suspend the right to use the Common Areas by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and further to suspend such right to use the Common Areas for a

period not to exceed sixty (60) days for any infraction of this Declaration, the Association By-Laws, or its published rules and regulations;

(c) The right of the Association to grant utility, drainage, sewer, and such other easements of the types and for the purposes set forth in Article VII across the Common Areas or to make dedications or conveyances as set forth in Section 1 above;

(d) The obligation of each Owner to pay assessments as set forth in this Declaration.

3. **Owners' Easements for Ingress and Egress.** Every Lot shall have as a part thereof a perpetual, non-exclusive right to use any cul-de-sac or roadway, if any, which may be constructed and conveyed to the Association as part of the Common Area for the purpose of providing access to and from each Lot, and said perpetual, non-exclusive right shall be an easement running with the land and pass with the title to each Lot.

4. **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of enjoyment to the Common Areas and facilities thereon to the members of such Owner's family, guests, tenants, or contract purchasers who reside permanently or temporarily in the residential dwelling on such Owner's Lot so long as such Owner is not in default of payment of assessments or in violation of any terms of this Declaration.

Article IV The Association

1. **Membership.** Every Owner of a Lot in phase 2 shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot.

2. **Voting Rights and Classes of Lots.** The voting rights of the Membership shall be appurtenant to the ownership of Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person or legal entity owns an interest (other than

leasehold or security interest) in any Lot, all such persons or legal entities shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3. **Availability of Document.** The Association shall maintain current copies of the Declaration, the By-Laws, and rules and regulations concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

4. **Management Contracts.** The Association is authorized and empowered to engage the services of any person, firm, or corporation to act as managing agent of the Development at a compensation to be established by the Board of Directors and to perform all of the powers and duties of the Association; provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

5. **Maintenance.** The Common Areas and certain features thereof that are deemed common amenities and facilities, being of benefit to all Lots, shall be maintained exclusively by the Association. Said common amenities may include entrance walls, signage, lighting, landscaping, hardscaping, greenways, private roads, streets, common walks, signs, irrigation systems and storm water and drainage easements located within the Common Areas. The Association shall also maintain all utilities and all storm and drainage easements and appurtenances, equipment and facilities related thereto located within the Common Areas, together with common amenities not maintained by public entities or utilities. The Association shall not be responsible for the maintenance of any Lots or

the improvements within the boundaries thereof. The Owner shall be responsible for the same.

6. **Working Capital Fund.** The Association shall establish a working capital fund equal to the aggregate of six (6) months of annual assessments (as described in Article V hereof) for each Lot. Each Lot's share of said working capital fund shall be collected from the purchaser and transferred to the Association at the time of the closing of the initial sale of each Lot from the Declarant to a third party. The working capital fund shall be maintained in a separate account for the use and benefit of the Association and shall be used to meet unforeseen expenditures or to acquire furniture, equipment, or services deemed necessary or desirable by the Board of Directors of the Association. All sums paid unto the working capital fund are in addition to and not in lieu of regular assessments for common expenses.

7. **Reserve Fund.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all Common Areas, which shall include but not be limited to all private roads located within the Property, and all improvements thereon, which the Association is obligated to maintain. Such reserve fund shall be funded from the annual assessments described in Article V of this Declaration.

Article V

Covenant for Assessments

1. **Creation of the Lien and Personal Obligation for Assessments.** The Association, for each Lot owned within the Property, hereby covenants and causes by this Declaration to impose upon each such Lot, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges and special assessments for working capital and reserve funds for capital improvements, permitted in this Declaration, and established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made and shall be enforced as a lien in the

same manner as a mortgage on the Lots, including foreclosure as a remedy. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used at the discretion of the board as follows:

(a) To maintain all of the private roads located within the Property;

(b) to maintain in a good and attractive condition the landscaping, including, without limitation, the mowing of grass, planting and maintenance of shrubs, flowers and other plants, and watering on and within the boundaries of the Common Areas;

(c) to maintain common signage and development statement pieces or entrance ways (including any walls erected at said entrance ways);

(d) to construct, maintain, repair and replace any and all lighting, drainage pipes, inlets, basins, ditches, swales, berms, rip rap, landscaping, vegetative cover, passive and active storm water retentions, wetlands, and other facilities, equipment, and improvements installed upon, above, or under the Common Areas;

(e) To maintain any improvements required by any County, State, or federal agency to be installed and maintained upon, under, or over the Common Areas;

(f) To keep all Common Areas clean and free from debris and to maintain same in a clean and orderly condition, and to maintain the landscaping therein, including any necessary removal and replacement of landscaping;

(g) To provide such security services as may be deemed reasonably necessary for the protection of the Common Areas, and any recreational and related facilities, if any, located within the Common Areas, from theft, vandalism, fire and damage from animals;

(h) To pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;

(i) To pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the By-Laws;

(j) To pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the By-Laws;

(k) to maintain a reserve fund as provided in Article IV, Section 7, of this Declaration; and

(l) To maintain a contingency reserve equal to 10% of the sum of the amounts described in the above subsections (a) through (1) of this Section 2 in order to fund unanticipated expenses of the Association.

3. **Maximum Annual Assessment.** The maximum annual assessment shall be Three Hundred Fifteen dollars (\$315.00) per Lot.

(a) The maximum annual assessments established above may be increased, without a vote of the membership of the Association by an amount not to exceed ten percent (10%) per year over the previous year.

(b) Maximum annual assessments may be increased without limitation if such increase is approved by Members entitled to no less than seventy-five (75%) of all of the votes (appurtenant to each class of Lots) to which all Members of phase 2 are entitled. Such voting may be represented in person or by proxy at a meeting duly called for such purpose. The meeting shall occur no earlier than ten (10) days after the

date of mailing by first class mail or delivery. The notice shall state generally the purpose and amount of the proposed assessment. Owners may be represented at such meetings by written proxy, which proxy may be held by any person.

(c) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum. If the Board of Directors shall levy less than the maximum annual assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental assessments for that annual period exceed the applicable maximum annual assessment permitted under Subsection 3(a) of this Article.

4. **Special Assessments for Capital Improvements.** In addition to the annual and supplemental annual assessments authorized in Section 3 above, the Board of Directors of the Association may levy one or more special assessments that cumulatively do not exceed Five Hundred (\$500.00) Dollars per Lot during any fiscal year 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. Any other special assessments require the same approval of the members as provided in Section 3 (b) of this Article.

5. **Assessment Rate.** Both annual and special assessments must be fixed at an equal amount for all Lots in both phase 2 and phase 3.

6. **Transfer Fee Assessment.** Excluding the first sale of each Lot from the Declarant to an Owner, but including all subsequent sales of all Lots, there shall be assessed by the Association and collected from every subsequent purchaser of each Lot a transfer fee equal to the annual assessment (as described in Article V hereof) for each Lot. This transfer fee shall be paid to the Association and used by the Association for its regular operations and/or reserves. In the event of non-payment of such transfer fee, the amount due shall bear interest and shall be collected as a special assessment pertaining to that Lot only. The Association may

require the purchasing and/or selling Owner to provide reasonable written proof of the closing statement, contract of sale, copies of deed, or other such evidence. If such special assessment is not paid, the Association shall have all rights to enforce the collection of the assessment with the same rights as it has for collecting other assessments including interest, attorneys' fees and costs. The fee shall be separate from the annual and special assessments due from each Lot Owner in phase 2 only.

7. **Notice and Quorum for Any Action Authorized Under Article V, Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Members or of proxies entitled to cast thirty-three percent (33%) of all the votes of the membership shall constitute a quorum: If the required quorum is not present, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the date set for the preceding meeting. Mail in ballots are allowed.

8. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to each Lot upon the filing of this Declaration (or the filing of an Amendment to this Declaration if relating to the Additional Properties) in the Office of the Register of Deeds. The first annual assessment shall be adjusted and prorated according to the number of months remaining in the annual accounting period for the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

9. **Effect of Nonpayment of Assessments. Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be subject to an additional charge of five percent (5%) of the

assessment due and shall bear interest beginning thirty (30) days after the due date at the rate of twelve (12%) percent per annum. Assessments shall constitute a lien against the Lots. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot in the same manner as tile foreclosure of a mortgage, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of the assessment due and owing. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning Owner's Lot.

10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage on a Lot or any mortgage of Declarant. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, shall extinguish the lien of such assessments against such Lot as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage as provided in this Declaration. No mortgagees shall be required to collect assessments hereunder and a failure to pay assessments hereunder shall not constitute a default under any applicable mortgage on a Lot.

Article VI Architectural Control

1. Plan of Design Approval; Fines for Failure to File; Lien.

No clearing of trees for/or construction of a residential home or detached structure over 200sq feet shall be undertaken upon any Lot unless the plans and specifications and a site plan showing the location of the proposed improvements on the Lot have been submitted to the Architectural Committee and have been approved in writing. The plans should also indicate the location of all existing trees in excess of six (6) inches in diameter.

Failure to submit plans or commencing construction without the prior written approval of the Architectural Committee (as required herein) shall be grounds for the Board of Directors to: (i) levy a fine against such Owner; (ii) require the Owner to remove all improvements or construction; or (iii) require the Owner to comply with such recommendations of the Architectural Committee. Any fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot

2. Architectural Committee. The Board of Directors of the Association shall designate the number of and appoint the members of the Architectural Committee on an annual basis. In the event of the death, removal, or resignation of any member of the Architectural Committee, the Board of Directors shall appoint a successor member to complete the term of the member who died, resigned, or was removed. Members of the Architectural Committee may be removed and replaced at any time with or without cause, and without prior notice, by the Board of Directors.

3. Procedures. The Architectural Committee shall review any plans and specifications submitted pursuant to Section 1 above as to:

(A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and direction of facing of main elevation with respect to nearby streets, and nature and appropriateness within the Development of all Design Details;

(B) Location with respect to topography and finished grade elevation and effect of location and use on neighboring lots, common areas, and any improvements situated thereon and drainage arrangements

(C) The other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Committee. The Architectural Committee is authorized to request the submission of samples of proposed construction materials. Any modification or change to the Architectural Committee approved

set of plans, specifications, site plan, and materials must again be submitted to the Architectural Committee for its inspection and approval or disapproval. The Architectural Committee's disapproval shall be in writing, with a specific reason (and possible remedy) why it was disapproved and that will be provided to the requester. If the Architectural Committee approves the plans, specifications and site plan for the proposed improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced within the time set therefor by the Architectural Committee in the written approval (but in no event later than two (2) years after such approval), such approval shall be deemed rescinded and, before construction of improvements can thereafter be commenced on the subject Lot, the plans, specifications and site plan therefor must be again approved by the Architectural Committee pursuant to this Article.

4. **Lien for Fines; Enforcement; Easement of Access for Enforcement; Remedy of Foreclosure.** The Board of Directors of the Association, with or without the recommendation of the Architectural Committee, shall have the specific, nonexclusive right (but no obligation) to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates or attempts to violate any such provisions contained herein by filing any such fine as a lien against such Lot in the public records of Dorchester County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein.

5. **Effect of Failure to Approve or Disapprove.** If the Architectural Committee fails to approve or disapprove the design of any proposed improvements within thirty (30) days after plans, specifications, and site plan therefor have been received by the Architectural Committee, then an Owner can file a written appeal with the Board of Directors of the Association requesting them to approve or disapprove such design. If the Board of Directors does not approve or disapprove of the design within

thirty (30) days of receipt of the written appeal, then approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Architectural Committee or the Board of Directors if they contain erroneous data or present inadequate information upon which the Architectural Committee or the Board of Directors can arrive at a decision. Notwithstanding the foregoing, the Architectural Committee or the Board of Directors shall have no right or power, either by action or failure to act, to waive or grant any variance relating to any mandatory requirements specified in the Declaration.

6. Limitation of Liability. Neither the Architectural Committee, Board of Directors of the Association, or Association Members shall be liable in damages or otherwise to any Owner or anyone submitting plans, specifications, site plans and other submittals pursuant to this Article, or to any third party, member of the Association, or Owner of any other Lot with respect to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans or other submittals pursuant to this Article, or with respect to any claims of mistake of judgment, negligence or nonfeasance arising out of or related to this Article.

7. Compensation. No member of the Architectural Committee shall be entitled to compensation arising out of services performed pursuant to this Article.

Article VII
General Covenants
Uses Permitted and Restricted

1. **Residential Use of Property; Enforcement of Article; Fines; Lien; Foreclosure.**

All Lots shall be used for single-family residential purposes only, and no business or business activity shall be conducted on or upon any Lot at any time.

No residence will be rented out unless the following terms apply A) The residence has been owner occupied for a period of at least two (2) years prior to being rented out B) Any long term rental must be memorialized by a written and signed lease for a term of at least two (2) years C) Notification and a copy of the lease agreement is sent to the HOA board D) The owner is responsible for ensuring tenants adhere to all HOA guidelines. Short term rentals, vacation rentals and AirBNB/VRBO type rentals are strictly prohibited.

Any homeowner currently renting is exempt from the 2 (two) year owner occupied restriction, but will be subject to the minimum 2 (two) year lease restriction for new tenants.

The Board of Directors of the Association, with or without the recommendation of the Architectural Committee, shall have the specific, nonexclusive right to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates or attempts to violate any such provisions contained herein, by filing any such fine as a lien against such Lot in the public records of Dorchester County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein.

2. **Setbacks and Building Lines.** Each structure, including without limitation, residential dwellings, garages, whether attached or detached, utility buildings, and any other permitted structures, erected on any Lot shall be situated on such Lot in accordance with the building and setback

lines as shown on the recorded Plats of the Development. In no event shall any dwelling, garage, utility building or other permitted structure be constructed and located upon any Lot nearer to any side Lot line than ten (10%) percent of the width of the Lot measured at the front wall of the structure.

3. **Subdividing Lots: Combining Lots.** No Lot shall be subdivided. Two or more Lots may be combined to form a fewer number of Lots so long as any resulting Lot(s) meet(s) all subdivision and zoning requirements. Any easements alongside Lot lines which are abandoned in the combination of Lots shall be deemed automatically abandoned unless there is, in fact, an easement or utility located along or adjacent to said Lot line. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. The combination of lots will not reduce the assessment due and the owners of property combining Lots shall be responsible to apportion their respective share of the assessments attributable to the Lot being combined into their respective Lot. For example, if two (2) property owners buy a Lot between them and split the Lot, then each of the Owners shall pay one and one-half (1 1/2) of the normal assessment for the new Lot.

4. **Dwelling Floor Space.** Each Lot shall contain no more than one (1) residential dwelling containing the minimum floor space of 2000 square feet. No dwelling on any Lot shall have more than two stories as measured from grade and above. In calculating the minimum floor space, only the heated area of the dwelling shall be included. Any area comprising porches, garages, breezeways, porte-cocheres, unfinished attics and unfinished basements shall be excluded.

5. **Detached Structures.** All detached structures over 200sq feet must be submitted to the ARB for approval per Article VI. All structures must be to the rear of the main dwelling. Structures must meet seismic requirement of Dorchester county. The color of the detached structure (sheds, garages, etc) needs to be of similar color of the home or homes in phase 2 of the neighborhood that are already in place. No metal sided detached buildings over 200sq ft will be approved. The ARB has final approval.

6. **Completion of Construction.** The Association shall have the right to take appropriate legal action, at law or in equity, to compel the immediate completion of any dwelling or other structure not completed within two (2) years from the date of commencement of construction.
7. **Animals, Pets, and Livestock.** No male chickens, turkeys. All animals must meet Dorchester county, SC laws, regulations and ordinances (Ex. 10.3.1s) All other animals may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. All animals are to be kept behind dwellings.
8. **Fences.** No chain link fence.
9. **Siding.** The approved siding for all single-family residential houses to be constructed on a Lot include fiber-cement, wood, brick, stucco, and beaded vinyl. All other siding material must be approved in writing by the Architectural Committee prior to installation of such siding.
10. **Maintenance.** Each owner shall keep and maintain the owner's lot, structures, landscaping and easement area along roadway in good condition and repair, including without limitation a) repairing and painting of all structures and B) mowing of all lawns
11. **Motorized Vehicles.** All recreational vehicles must be kept with in a fully enclosed garage or behind the residence. At no time will dump trucks or semi-trucks be allowed to park over night at any residence.
12. **Construction Debris Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All construction debris and litter shall be maintained in a manner that prevents any hazardous condition and/or distribution to any other Lot. All construction debris and litter shall be removed within fifteen (15) days of construction completion. No other garbage and refuse shall be kept or allowed to accumulate on any Lot except in sanitary containers designed for that purpose.
13. **Changing Elevations.** No Owner shall excavate or extract earth for any business or commercial purpose from any Lot. No elevation changes

shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Committee.

14. **Off-Street Parking.** Provisions must be made by each Owner of a Lot for the parking of at least two automobiles belonging to occupants and guests off the adjacent streets and in garages on Lots. No off street parking except for occasional, non-regular social gatherings and functions, shall be permitted. No vehicles shall be permitted to be parked on Lots except in garages, driveways, or an alternate parking pad.

15. **Jurisdiction.** All Applicable State, County, and City laws/regulations/ordinances are in effect for Hidden Hills Subdivision even though the roads are private and maintained by the HOA. All emergency services, (Fire, EMS, Law Enforcement, Etc.) have right of way and permission to operate in Hidden Hills Subdivision.

Article VIII General Provisions

1. **Enforcement by Fine; Lien; Court Action; Foreclosure of Lien.** The Association shall have the right to enforce by any proceeding at law or in equity, all or any provisions of this Declaration including, without limitation, all restrictions conditions, covenants, reservations, liens end charges now or hereafter imposed by this Declaration as amended. Failure of the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter and such failure shall not be deemed acquiescence in any breach of this Declaration.

2. **Severability.** Invalidation of any of the terms and conditions or provisions of this Declaration by final judgment or a court of competent jurisdiction shall not affect any other provisions which shall remain in full force and effect.

3. **Amendment.** This Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the phase 2 Lots.

4. **Duration.** This Declaration and its covenants and restrictions shall run with and bind the land until January 1, 2044, after which time they shall be automatically extended for successive periods often (10) years.

IN WITNESS WHEREOF, Declarant, by and through its authorized representative, has caused this instrument to be executed the day and year first above written

**BY-LAWS OF
HIDDEN HILLS HOMEOWNERS ASSOCIATION, INC.**

A South Carolina Nonprofit Mutual Benefit Corporation Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Hidden Hills Homeowners Association, Inc., a South Carolina nonprofit mutual benefit corporation, has adopted the following By-Laws for such corporation.

ARTICLE I

MEMBERS

1. **Membership in the Association.** The Members (hereinafter referred to as the "Members") of Hidden Hills Homeowners Association, Inc. (hereinafter referred to as the "Association") shall be every Property Owner (as defined in the Covenants hereinafter described) of the Property (as defined in the Covenants hereinafter described) subject to the provisions of the Declaration of Covenants and Restrictions, and provisions for the Association, as the same may be amended from time to time, (hereinafter referred to as the "Covenants"), The Board of Directors of the Association may, after notice and hearing as provided in the Rules and Regulations, suspend any person from Membership in the Association

during any period of time when such person is in default of any of his obligations under the By-Laws (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such member.

2. **Membership Classes.** The Association shall have one class of voting Membership. Each Member shall have one (1) vote per lot regardless of how many owners are on the deed to the lot.
3. **Voting Rights in the Association.** The Members of the Association shall have the right to vote for the election and removal of directors and upon such other matters with respect to which a vote of Members is required under the Covenants. Each Class A member shall be entitled to one (1) vote for each Lot owned.

ARTICLE II

MEETING OF MEMBERS

1. **Annual Meeting.** The annual meeting of the Members shall be held on such date as set by the Board of Directors. Such annual meetings shall be held for the purpose of electing directors and for the transaction of such other business as may come before the meeting.
2. **Special Meeting.** Special meetings of the Members may be called by the President, the Board of Directors, or subsequent to the first annual meeting, Members of the Association representing not less than thirty percent (30%) of the voting power. The request for the special meeting shall be signed, dated and delivered to a corporate officer and shall describe the purpose for which the meeting is to be held.
3. **Place of Meeting.** The Board of Directors may designate any location within Dorchester County, South Carolina as the place for any annual meeting or special meeting called by the Board of Directors.
4. **Notice of Meeting.** Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed, emailed or delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, to each member of the Association at his address as shown on

the records of the Association. A member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated herein.

5. **Informal Action by Members.** Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by those Members representing seventy-five percent (75%) of the voting Membership, which consent shall be filed with the secretary of the Association as part of the corporate records.

6. **Quorum** Required for any Action Authorized at Regular or Special Meetings of the Association, The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association shall be present at the meeting of Members or proxies entitled to cast 33% of the total vote of the Membership.

7. **Conduct of Meetings.** The directors may make such regulations as they deem advisable for any meeting of the Members, including proof of Membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulation shall be binding upon the Association and its Members.

8. **Ballots by Mail or Email.** When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the Members and a ballot on which each member may vote for or against the motion. Each ballot which is represented at such meetings shall be counted in calculating the quorum requirements set out in Section 6 of this Article provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE III

DIRECTORS

1. **General Powers.** The Board of Directors shall manage the property, affairs, and business of the Association. The Board may exercise all of the powers of the Association, whether derived from law, the Covenants, the Articles of Incorporation, the Rules and Regulations, or these By-Laws,

except such powers as are expressly vested in another Person by such sources. As more specifically set forth in the Covenants, the Board shall constitute the final administrative authority of the Association, and all decisions of the Board shall be binding upon the Association. The Board may by written contract delegate, in whole or in part, to a Management Agent or Agents, such of its duties, responsibilities, functions, and powers, or those of any officer, as it determines are appropriate.

2. **Number and Tenure.** The Board of Directors shall consist of not less than three (3) nor more than five (5) individuals. If there are three (3) directors, one (1) director shall be elected for a two (2) year term and two (2) directors for a three (3) year term. If there are five (5) directors, three (3) directors will be elected for a three (3) year term and two (2) directors for a two (2) year term. At the meeting and each subsequent election of Directors, each Member shall be entitled to cast, personally or by written proxy in form approved by the then-existing Board, such votes as are permitted by Section 3.3. After giving the Members (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Member or proxy holder, the Directors shall be elected by written secret ballot. Each Member shall be authorized to cast as many votes as the number of Directors to be elected. (Example: If three Directors are being elected, then the Member may vote for three nominees. If the Member owns two Lots, then the Member may cast two votes for three nominees.) Those nominated Persons receiving the highest number of votes shall be the Directors. In subsequent elections for Directors, the same procedure as set forth above shall be followed.

3. **Annual Meeting.** Annual meetings of the Board of Directors shall be held annually immediately following the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without notice.

4. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors by giving notice thereof as provided in Section 5 of this Article III. Such

persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

5. **Notice.** When notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting by written notice delivered personally or sent by mail, or email to each director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, United States Mail in a properly addressed sealed envelope. Any director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these By-Laws, or the Covenants.

6. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

7. **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

8. **Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any director may be reimbursed for his actual expenses incurred in the performance of his duties as director, but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore.

9. **Informal Action by Directors.** Any action required or permitted by law to be taken at a meeting of directors may be taken without a meeting if, in writing, setting forth the action so taken shall be filed with the secretary of the Association as part of the corporate records.

10. Removal of Directors. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The vacancy thus created by such a removal shall be filled as provided in Section 2 of this Article III

11. Director resignation. In the event that a director resigns from the board prior to the expiration of their term, the Board is authorized to appoint a replacement for the duration of the term.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish Rules and Regulations governing the use of the Common Properties, and the personal conduct of the Members and their employees, clients, visitors, tenants, and invitees thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and the rights to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Prior to any suspension or assessment and fine, the member will be entitled to a hearing procedure to be adopted by the Board which provides: (i) not less than fifteen (15) days prior written notice of the expulsion, suspension, or termination and the reasons therefore; (ii) an opportunity for the member to be heard, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension, or termination by a person or persons authorized to decide that the proposed expulsion, termination, or suspension not take place; (iii) such lesser notice or greater notice depending on the nature of the infraction so long as such notice and hearing process is fair and reasonable, taking into consideration all of the relevant facts and circumstances; (iv) written notice must be given by

first class or certified mail sent to the last address of the member shown on the corporation's records; (v) any proceeding challenging an expulsion, suspension, or termination, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the expulsion, suspension, or termination; and (vi) that any member who has been expelled or suspended shall remain liable to the Association for dues, assessments, or fees as a result of obligations incurred or commitments made before expulsion or suspension or arising thereafter so long as the member is a lot owner at Hidden Hills. Such voting rights or rights to use common areas may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Covenants;

(d) Employ a manager, an independent contractor, an accountant, attorney, or such other employees as they deem necessary, and to prescribe their duties;

(e) Acquire additional common areas, mortgage common areas and sign notes and mortgages and other loan closing documents in order to make improvements to Hidden Hills, so long as such acquisition or mortgage and loan shall have the ascent 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.

(f) Exercise for the Association all powers, duties and authority as set forth in the South Carolina Non-Profit Corporation Act of 1994.

(g) Publish a notice and hearing process to be used before a member can be fined or expended.

2. **Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a one-fourth (1/4) vote of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Covenants, to:

(1) Fix the amounts of all assessments;

(2) Send written notice of all assessments to every owner subject thereto;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(4) Provide for an Architectural Committee.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned or leased by the Association.

(f) Use their discretion to determine whether they should require all officers or employees having fiscal responsibilities to be bonded.

(g) Cause the landscaping in the Common Area (as defined in the Covenants) of the Property, and the other authorized areas to be maintained or improved.

ARTICLE V

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other non-profit associations organized for the same purpose, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3) of the Members at a meeting duly called for such purpose. Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving Association pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall affect any revocation, change or addition to the Covenants, including without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interest of Members of the Association.

ARTICLE VI

To the extent provided by law, the Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. Notwithstanding anything in the covenants to the contrary, the Association shall not be allowed to reduce the limits of the minimum regular annual assessment at any time there are outstanding any amounts as repayment of any such loans.

ARTICLE VII

CERTIFICATES OF MEMBERSHIP

The Board of Directors may provide for the issuance of certificates evidencing Membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or by the Secretary-Treasurer or an Assistant Secretary and shall be sealed of the Association. All certificates evidencing Membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

ARTICLE VIII

The books, records and paper of the Association shall at all times be subject to the inspection by any member during reasonable business hours. The Covenants, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection and purchase by any member at the principal office of the Association. The Association may make a reasonable charge for copies of documents made for Members.

ARTICLE IX

Each member entitled to vote may vote in person or by proxy at all meetings of the Association. All proxies shall be executed in writing by the member or by his duly authorized attorney-in-fact and filed with the Secretary-Treasurer; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Covenants. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date and no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the member of his Lot.

ARTICLE X

CONSTRUCTION

In the event of a conflict between the Covenants and the Articles of Incorporation or the Bylaws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the By-Laws that the Covenants do not resolve, the Articles of Incorporation shall control. The Corporation, Directors, and Officers shall have all powers as set forth in the South Carolina Nonprofit Corporation of Act of 1994 (the "Act"). In the event of a conflict, the By-Laws shall prevail if such conflict is permitted by terms of the Act. If there is a conflict in the By- Laws which are not permitted by the Act, then the terms of the Act shall prevail.

ASSESSMENTS

As more fully provided in the Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent and shall be subject to such fees and interest until payment as provided in the Covenants.

ARTICLE XI

INDEMNIFICATION

1. **Indemnification.** The Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer, employee, or agent of the Association, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Association, without negligence or breach of any contractual or fiduciary obligation to the Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and (b) with

respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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

3. **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

4. **Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Covenants, Articles of Incorporation, By-Laws, agreements, vote of disinterested Members of Directors, or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such Persons who cease to be Directors, officers, employees, or Agents of the Association and shall

inure to the benefit of the heirs and legal representatives of all such Persons.

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

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

ARTICLE XII

FISCAL YEAR AND SEAL

1. **Fiscal Year.** Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

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

ARTICLE XIII

NOTICES

Notices. Notices required hereunder shall be deemed given when in writing and delivered by (a) hand, (b) private or public carrier that provides evidence of delivery, with delivery charges prepaid, (c) facsimile, in which event receipt shall be the date of electronic or written confirmation of receipt, (d) if within the United States, five (5) calendar days after being deposited in the United States Mail, First Class, postage prepaid, or (e)

registered or certified mail, return receipt requested, in which event receipt shall be the date the receipt is signed. (f) Email. All notices to Members shall be delivered or sent to such addresses or facsimile telephone numbers as have been provided in writing to the Association, or if no address had been provided, then at the address of any completed Residential Unit owned by such Member, or at the address then shown as that of the owner on the property tax records.

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

Hidden Hills
P.O. Box 116
St George, SC 29477

ARTICLE XIV

AMENDMENT OF BY-LAWS

Amendment by Association. The By-Laws may be amended by approval of the proposed amendment by vote of two thirds of the then-existing Board of Directors. Notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and the notice shall contain a general description of the proposed amendment and the purpose of the proposed amendment.

ARTICLE XVI

CORPORATE SEAL

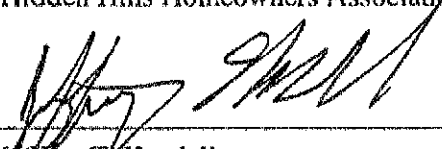
The Association shall have a seal in circular form having within its circumference the words: Hidden Hills Homeowners Association, Inc., State of South Carolina, 2006.

STATE OF SOUTH CAROLINA) AMENDMENT TO
) DECLARATION OF COVENANTS,
 COUNTY OF DORCHESTER) CONDITIONS, RESTRICTIONS
) AND EASEMENTS FOR
) HIDDEN HILLS HOMEOWNERS
) ASSOCIATION, INC.

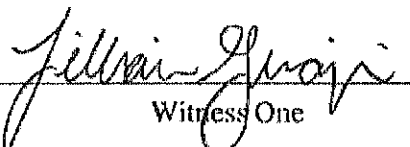
The Declaration of Covenants, Conditions, Restrictions and Easements Applicable to Hidden Hills Homeowners Association was recorded on June 2, 2006 with the Register of Deeds for Dorchester County in Book 5390, Page 164 (the "Declaration") Pursuant to Article IX, Section 3 of the Declaration, and Article XVIII, Section 1 of the Bylaws of the Declaration, the Declaration and Bylaws are hereby amended and revised as set forth on the attached Exhibit "A".

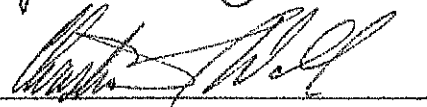
By signing below, Jeffrey Kendall, President of Hidden Hills Homeowners Association, Inc. acknowledges that the requisite number of Owners and Board members approve this Amendment in a signed writing.

Hidden Hills Homeowners Association, Inc.



 Jeffrey T. Kendall
 Title: President
 Date: 8/11, 2023



 Witness One


 Witness Two

(This portion of this page is left blank intentionally)

Charpia and Hammes, Attorneys at Law
 215 West 2nd South Street
 Summerville, SC 29483

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

PERSONALLY appeared before me, Jillian Etravizi (witness 1) and made an oath that (s)he saw the within named Jeffrey T. Kendall sign, seal and as his/her act and deed, deliver the within written instrument, that I am not a party or beneficiary of the transaction, that I am signing as a subscribing witness, and that I witnessed CHRISTIAN T. WALL (witness 2) sign this document.

Jillian Etravizi
Print Name:

SWORN to before me this 1st Day
of August, 2023.

Brandi M. Weaver
Print Name: Brandi M. Weaver
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/31/32

