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Trust

WHEREAS, this Declaration was executed in part by HLD Corp.; and WHEREAS, HLD Corp. has changed its name to Heritage Lakes Development Corp. and it is the intent of this rerecording to correct the records to reflect the proper name.

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STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
COUNTY OF BEAUFORT) HERITAGE LAKES

This Declaration of Covenants, Conditions and Restrictions for Heritage Lakes is made this 21st day of April, 1995 by VTWS Associates, a South Carolina joint venture, its successors and assigns (the "Declarant").

WHEREAS, Declarant is the owner of that certain tract of land located in Beaufort County, South Carolina, and being more particularly described on the attached EXHIBIT "A" (the "Property"), and the Declarant desires to subject the Property to provisions of this Declaration.

WHEREAS, it is the intent of the Declarant to construct and develop a single-family residential subdivision within the Property, and it is the further intent of the Declarant to provide for a method of administration and maintenance of the Property; and

WHEREAS, as provided in Article III herein, the Declarant has retained and reserved the right to submit to the provision of this Declaration any and all portions of the real property being more particularly described on the attached Exhibit "B";

NOW, THEREFORE, for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property, the Declarant hereby declares that the Property and each part thereof shall be held, sold, devised and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in said Property or any part thereof, the heirs, executors, administrators, successors and assigns and shall inure to the benefit of each Owner (as defined herein) thereof.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration shall have the following meaning:

1. "Additional Property" shall mean and refer to the real property described on Exhibit "B" and all improvements thereon.
2. "Association" shall mean and refer to Heritage Lakes Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
3. "Board of Directors" shall mean and refer to the Board of Directors of the Association, which is the governing body of the

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Association.

4. "By-Laws" shall mean and refer to the By-Laws of the Association, as the same are amended from time to time.

5. "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or behalf of the Association, together with all funds lawfully assessed for the creation of maintenance of reserves, pursuant to the provisions of this Declaration.

6. "Common Property" shall mean and refer to all real and personal property now or hereafter owned by the Association or held by the Declarant on behalf of the Association for the common use and enjoyment of the Owners. The Common Property may include and shall not be limited to the road and road right-of-ways, marsh areas, wetlands, open spaces (landscaped and natural), lakes, drainage ditches and pipelines, Development entry areas, vehicle parking areas, boat parking areas, maintenance areas, walkways, and such other common areas such as may be designed by the Declarant within the Property, together with such improvements thereon as may be necessary for the maintenance and upkeep of such areas.

7. "Declarant" shall mean and refer to VTWS Associates, a South Carolina joint venture, its successors and assigns.

8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Heritage Lakes and all amendments and supplements thereto filed of record in the Register of Mesne Conveyance for Beaufort County, South Carolina.

9. "Development" with an initial capital letter shall mean and refer to the Property and all improvements located or constructed thereon and any property annexed thereto.

10. "Dwelling" shall mean and refer to any improved Lots or Patio Lots intended for use as single family detached dwellings located within the Property.

11. "Heritage Lakes" shall mean that certain planned unit development located in Beaufort County, South Carolina, containing approximately 250 acres of land and which contains the Property.

12. "Heritage Lakes Homeowners Association" shall mean the Heritage Lake Homeowners Association, Inc.

13. "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that dwellings may be constructed, as such Lots are shown on subdivision plats. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon

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are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the improvement thereon shall collectively be considered to be a Dwelling for the purposes of this Declaration. Also, except for Article VI, Lot shall also mean Patio Lot.

14. "Member" shall mean and refer to each of those persons or entities entitled to membership in the Association, as provided in Article IV hereof.

15. "Mortgage", with an initial capital letter shall mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating or conveying a lien upon a security in a Lot or Dwelling.

16. "Mortgagee" with an initial capital letter shall mean and refer to the holder of a Mortgage.

17. "Occupant" shall mean or refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner occupying or otherwise utilizing a Dwelling within the Property.

18. "Owner" shall mean and refer to the title holder as shown on the records in the Register of Mesne Conveyance for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot or Dwelling whether improved or unimproved. Owner shall not include those holding title merely as security for performance of an obligation. In the event that there is recorded in the Register of Mesne Conveyance for Beaufort County, South Carolina a long-term contract of sale covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract for so long as the contract remains in force and effect and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Property for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the Property until such payments are made although the purchaser is given use of said Property.

19. "Patio Lot" shall mean and refer to Lot shown on recorded plats and on which a Patio Wall is designated.

20. "Patio Home" shall mean dwellings constructed on Patio Lots.

21. "Property" shall mean that certain tract of land located in Beaufort County, South Carolina, and being more particularly shown on the attached Exhibit "A" and all annexations thereto.

22. "Subdivision Plat" shall mean and refer to any

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subdivision plat of the Property which has been drawn and recorded ²⁰¹⁸ in the records of the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina by the Declarant or its successors and assigns which depicts and delineates Lots or Dwellings and Common Property within the Property.

ARTICLE II
NAME

The Property hereinabove and hereinafter described, and any additions thereto under the terms and provisions of this Declaration shall hereafter be known as "Heritage Lakes".

ARTICLE III
PROPERTY DESCRIPTION

Section 1. Existing Property. The Property which initially is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration is located in Beaufort County, South Carolina, and is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

Declarant intends to develop the Property with annexations thereto as a residential community. Declarant reserves the right to review and modify the plan of development at its sole option, from time to time, based upon its continuing research and design program. This plan of development shall not bind Declarant or its successors or assigns to adhere to it in the development of the land shown thereon. Properties conveyed to the Association, shall become Common Property, as the case may be, in accordance with their designation in the deed of conveyance from Declarant. Declarant shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of this Declaration additional lands, and develop the same before completing the development of the Property. Other than as stated in this Section, Declarant shall have full power to add to, subtract from, or make changes in the recorded Plat, including the addition of other nearby lands owned by Declarant, such actions potentially altering the membership of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

a. Declarant, its successors and assigns, shall have the right, without the consent of the Association, to bring within the plan of development and operation of this Declaration, additional properties in future stages

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of the development. The additions authorized under this and the succeeding subsections shall be made by either deeding such additional property subject to this Declaration by specific reference in individual deeds or by filing a Supplementary Declaration of Restrictive Covenants (hereinafter referred to as the "Supplementary Declaration") with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. Or,

b. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present at a duly called meeting, and the written approval of Declarant so long as Declarant owns a Lot or Dwelling, the owner of any property who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. And,

c. The Supplementary Declaration may contain such complementary additions and/or modification of this Declaration as may be necessary or convenient, in the sole judgment of Declarant, if accomplished pursuant to subparagraph (a) above, or the Association, if pursuant to subparagraph (b) above, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modification shall have no effect on the Declaration as it applies to the Property.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Declarant and every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot or Dwelling which is subject by this Declaration to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

Section 2. Name. The Association shall be known as the Heritage Lake Homeowners Association, Inc.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) Members who shall be elected by a majority vote of the Members of the Association at a duly called meeting for that purpose unless otherwise provided in the By-Laws. Initially, the Board of Directors shall consist of three (3) members, with the

number in subsequent years to be determined by the members of the Board of Directors.

Section 4. Purpose.

a. Generally. The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage necessary labor and acquire use of or purchase necessary property, equipment or facilities; employ personnel necessary to manage affairs of the Association; obtain and pay for legal, accounting and other professional services as may be necessary or desirable; and to perform any function by, through or under contractual arrangements, licenses or other arrangements with any governmental or private entity as may be necessary or desirable.

b. Ownership of Common Property. The Association shall be authorized to own, lease or rent Common Property and improvements necessary or desirable to carry out its functions pursuant to this Declaration.

c. Acceptance of Properties Donated by Declarant. The Association shall be obligated to accept and assume responsibility for maintaining those lands and facilities described in Article VII if and when those properties are conveyed by Declarant to the Association or when the Association purchases said properties.

d. Power to Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge designated percentages of the revenues of the Association as security for loans made to the Association in performing its authorized functions.

e. Property Maintenance. The Association shall provide for the care, operation, management, maintenance, repair and replacement of all Common Property.

f. Security. The Association may provide security and fire protection within the Property and provide and maintain a fire and watch system which may include periodic fire prevention inspections and equipment certifications, cable, microwave, telephone or radio based fire monitoring and television security electronics which do not unreasonably offend the privacy of the Owners, Declarant or their residents, guests, employees or invitees.

g. Enforcement of Declaration. The Association and/or

Declarant shall have authority to proceed at law or in equity to 2021
 compel a compliance with or to prevent the violation or breach of
 any of the Declaration herein. They shall also have authority,
 whenever there shall have been built on any Lot or Dwelling any
 structure which is in violation of this Declaration, to enter upon
 the Lot or Dwelling where such violation exists and summarily abate
 or remove the same at the expense of the Owner thereof, and any
 such entry and abatement or removal shall not be deemed a trespass.

h. Insurance. In order to protect the financial
 integrity of the Association so that it may carry out its purposes,
 the Association shall in its name keep in full force and effect at
 all times at least the following insurance coverage: i) casualty
 insurance with respect to all Common Property including all
 improvements thereon, insuring such facilities for the full
 replacement value thereof, including coverage for fire and extended
 coverage, vandalism, malicious mischief and acts of God; and ii)
 broad form comprehensive liability insurance coverage, covering
 both public liability and automobile (if needed), with limits which
 the Board, in its sole discretion, may provide. All insurance may
 contain such deductible provisions as good business practice may
 dictate. The proceeds of all casualty insurance shall be applied
 to the repair or replacement of the damaged or destroyed land,
 improvements or vegetation. The proceeds of all liability
 insurance shall be applied to satisfy the liability. All insurance
 shall name Declarant as an additional insured and shall, to the
 extent reasonably possible, cover each Owner with respect to Common
 Property without each Owner being specifically named.

i. Reconstruction. In the event that any structures
 maintained on Common Property are damaged or destroyed by fire, act
 of God or other casualty other than war, the Association shall have
 the affirmative duty to repair or rebuild such structure or
 improvement or to clear such structure from the Common Property and
 to landscape the Common Property so as to render it attractive.

j. Insect, Reptile and Woods Fire Control. To
 implement effective insect, reptile and woods fire control, the
 Association or its agents have the right to enter upon any Lot or
 Dwelling for the purpose of mowing, removing, clearing, cutting or
 pruning underbrush, weeds or other growth, removing trash or
 dispensing pesticides.

k. Assessments. The Association shall be authorized to
 collect assessments and fees as prescribed in Article VIII of this
 Declaration.

l. Taxes. The Association shall pay all ad valorem
 real estate taxes, special improvement and other assessments, ad
 valorem personal property taxes and all other taxes, duties,
 charges, fees and payments required to be made to any governmental
 or public authority which shall be imposed, assessed or levied

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upon, or arise in connection with, any Common Property owned by the Association.

m. Transfer of Common Property. Subject to all other terms and provisions contained in this Declaration with respect to Common Property held by the Association, the Association shall have full power and authority to sell, lease, grant rights in, transfer, encumber, abandon or dispose of any Common Property and personal property owned by the Association.

n. Charges for Use of Facilities. The Association may establish charges for use of Common Property to assist the Association in offsetting the costs and expenses of the Association attributable to the Common Property. All charges established shall be reasonable and shall be uniformly applied, except such charges may differentiate among Owners of Lots, Owners of Dwellings, lessees or guests. Each Owner, lessee and guest shall be obligated to and shall pay any such reasonable charges for their use of Common Property.

o. Architectural Review. The Association shall be authorized to establish and operate architectural review as hereinafter provided and subject to the authority of the Declarant.

p. Obligation of Association. The Association shall not be obligated to carry out or offer any of the functions and services specified or implied in this Declaration. The functions and services specified or implied to be carried out by the Association at any particular time shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members. Special Assessments shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to provide may be added or reduced at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum conducted by the Board of Directors under the same procedure as for a special assessment.

Section 5. Voting Rights. A Member shall be entitled to one (1) vote for each Lot or Dwelling in which he holds the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Dwelling all such persons shall be members, and the vote for such Lot or Dwelling shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Dwelling. When one or more co-Owners sign a proxy or purports to vote for his or her co-Owners, such vote shall be counted unless one or more of the other co-Owners is present and objects to such vote, or if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If co-Owners disagree as to the vote, the vote shall be split equally among the co-Owners.

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Section 6. By-Laws. The Board of Directors shall adopt such reasonable By-Laws for the conduct of the business of the Association as shall be approved at the initial organizational meeting of the Association by three-fourths (3/4) majority of the membership voting at such meeting.

Section 7. Incorporation. The Association by majority vote of its membership can at any time elect to incorporate itself under the Corporation Laws of the State of South Carolina.

ARTICLE V
Declaration

Section 1. Residential Use. No Lot or Dwelling shall be used for any other purpose than as a single family residence. Only one residence may be placed upon any single Lot in the subdivision. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession which creates an unsightly condition, nuisance, smells, odors, noises, trash heaps, promotes immoral purposes, which causes traffic flow or which actually solicits business to the Lot or Dwelling, nor any Lot or Dwelling sign relating to the practice of business, trade or profession shall be permitted upon any of the Property.

Section 2. The course of the waterway may be altered and the area may be excavated by Declarant, or if Declarant no longer owns a Lot or Dwelling, by the Association to create a lake or lagoon of pleasing proportions.

Section 3. Since the Establishment of standard inflexible building setback lines for location of houses on Lots or Dwellings tend to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the lakes, preservation of important trees, etc., no specific set back lines are established by these covenants (with the exception of Patio Lots). In order to assure, however, that location of houses will be staggered where practical and appropriate; so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the ecological constraints and topography of each individual Lot or Dwelling, taking into consideration the elevation of each Lot or Dwelling, the location of large trees and similar considerations, the Declarant reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Lots or Dwellings. Such location shall be determined only after reasonable opportunity is afforded the Lot or Dwelling Owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Declarant shall approve automatically

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such location for a residence.

Section 4. Temporary Buildings. No structure of a temporary character, such as a basement, tent, shack, garage, barn, mobile home or trailer, tree house or other out buildings shall be placed on any Lot or Dwelling at any time, either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main residence, it being clearly understood that these latter structures may not, at any time, be used as a residence or permitted to remain on the Lot or Dwelling after completion of the construction.

Section 5. Subdivision of Lot or Dwelling. No Lot or Dwelling shall be resubdivided into smaller Lots or Dwellings. However, allowance is hereby made for such reduction in size of the Lot or Dwelling as might occur by minor variation from street improvements and the final, or, on-the-spot surveys of said Lot or Dwelling, and further provided that nothing herein contained shall preclude resubdivision of a Lot or Dwelling which makes the adjacent, contiguous Lot(s) or Dwelling(s) into larger Lot(s) or Dwelling(s).

Section 6. Animals. No domestic animals, livestock, live fowl, horses, goats or swine of any type shall be kept or housed on the Property except household pets, and no animals of any type shall be bred or raised for sale.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Dwelling, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or anything of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the Owners thereof. Likewise, there shall not be maintained any bicycles or boats on any Lot or Dwelling outside an enclosed structure. In any event, no boat or other vessel in excess of eighteen (18') feet overall shall be kept or stored on any residential Lot or Dwelling and boats eighteen (18') feet or less shall be screened in such a way that they are not visible from the street or from any other residential Lot or Dwelling. No recreational or other vehicles larger than a standard pickup truck or van will be allowed to park overnight on any residential Lot or Dwelling. Further, such vehicles may only be brought on a residential Lot or Dwelling for the purposes of unloading or loading and must be removed from the Lot or Dwelling as soon as such task is completed. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable automobiles or similar unsightly items shall be allowed to remain on any Lot or Dwelling outside an enclosed structure; however, the foregoing shall not be construed to prohibit the temporary deposits

of trash, rubbish and debris for pick-up by governmental or similar garbage and trash removal service units. In the event that the Owner of any Lot or Dwelling fails or refuses to keep such Property free from any weeds, underbrush or other unsightly growth and items listed above, then the Association or Declarant may enter upon such Lot or Dwelling five (5) days after posting a notice thereon, requesting the Owner of such Lot or Dwelling to observe this paragraph and upon such entry may remove all unsightly items or growth at the Owner's expense. No such entry shall be deemed a trespass. Such a notice shall be sufficient if it states in substance: "Please remove this unsightly item or growth (with a description given) within five (5) days or the Association (or Declarant as the case may be) or any agent of either shall do so at your expense. You are violating the Declaration applicable to this Lot or Dwelling."

Section 8. Storage Receptacals. No fuel tanks or similar storage receptacals may be exposed to view, and may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

Section 9. Excavation. No Owner shall excavate or extract earth from his Lot or Dwelling for any business purpose. No elevation changes shall be permitted which materially affect the surface grade level of surrounding Lot or Dwelling.

Section 10. Easements.

a. Except for Patio Lots as hereinafter defined, a fifteen (15') foot-wide easement for the installment and maintenance of utilities and drainage is hereby reserved over and along all Lot or Dwelling lines provided, however, nothing herein contained shall be construed to prevent the use as one building site two or more adjoining and contiguous Lots or Dwellings; and in the event two or more adjoining and contiguous Lots or Dwellings are used as one building site, then the easements reserved herein shall be reserved over the side Lot or Dwelling lines and the rear and front Lot or Dwelling lines of the entire Lot or Dwelling formed by the joining of such adjacent, contiguous Lot or Dwelling in one ownership and use.

b. A thirty (30') foot-wide easement for maintenance, repairing, clearing, grading or filling of the lakes is reserved over and along all those Lots or Dwellings located adjacent to the lakes. Said thirty (30') foot easement will be measured from the waterline of the lakes.

c. A fifty (50') foot-wide easement, to remain in its natural state, is reserved over and along all those Lots or Dwellings adjoining wetlands as identified on the Subdivision Plats.

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Section 11. Right of Entry. In order to implement effective insect, reptile and woods fire control, the Association or Declarant shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping has been implemented, such entry to be made with personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association or Declarant detracts from the overall beauty, setting and safety of the subdivision. Such entrance shall not be deemed to be a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Association or Declarant to do any of the acts set forth herein. All costs incurred by Declarant in connection with this Section are to be borne by the Owner.

Section 12. Hunting and Fishing. No hunting of any kind will be permitted on the Property. Fishing will be allowed in accordance with rules to be established by the Association.

Section 13. Use of Common Property Limited. Motorized vehicles, motorized boats and boats required to be launched off of a trailer are not permitted for use upon any lakes located within the Common Property. Only small paddle boats, small sailboats, electric-powered boats and canoes and the like may be used upon the lakes. The Association shall establish such other reasonable rules as may be necessary or desirable to regulate the permissible uses of the Common Property for the enjoyment and safety of the Owners.

Section 14. Docks. No Owner shall be allowed to construct a dock, pier or similar structure from any point on his Lot or Dwelling to or over any part of the lakes without prior approval from Association or Declarant.

Section 15. Architectural Standards and Plans Approval.

a. No building, fence, wall or other structure shall be erected, placed or altered on any Lot or Dwelling until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking area) and construction schedule shall have been approved in writing by the Declarant or its assigns. Refusal of approval of plans, locations or specifications may be based upon any reasonable ground which is consistent with the objectives of this Declaration, including, but not limited to: aesthetic considerations; the harmony and scale, bulk, coverage, function and density of use of exposed structure; the effect of the structure or plans on neighboring properties; the view of the structure or Property from public or private roads; the placement of buffer zones, fences, shrubbery, trees, vegetation, berm and parking spaces; and the desirability of preserving significant trees or other unique vegetation. The architectural review process shall not be conducted in an arbitrary and capricious fashion by,

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for example, applying substantially different standards than those typically applied to submissions during the same period of time; nonetheless, any approval of a plan which, when built, is not considered desirable for future construction shall not be considered as a precedent requiring approval of similar plans on subsequent submissions. No alterations to the exterior appearance of any building or structure shall be made without like approval. One (1) copy of all plans and related data shall be furnished Declarant or its assigns for its records.

b. Except for Patio Lots or Dwellings, no plans shall be approved unless the proposed residence shall have a minimum square footage of 1,250 square feet enclosed dwelling area, exclusive of open porches and garages, boat sheds, terraces, decks, but including screen porches if the roof of such porch forms an integral part of the roof line of the main dwelling or if on the ground floor of a two-story structure. If a two-story structure, the ground floor shall contain a minimum of 1,000 square feet of enclosed dwelling space.

c. No plans shall be approved which does not provide for off the street parking space for two (2) automobiles.

d. All fencing erected on Lots or Dwellings exposed to view shall not exceed four (4') feet in height and shall first be approved by Declarant or its assigns.

e. If Declarant or its assigns shall fail to approve or disapprove the plans and specifications within thirty (30) days after receipt of a written request therefor, then such approval shall not be required; provided, however, that no building, fence or other structure shall be erected which violates any of the covenants herein contained.

f. The exterior of all homes and other structures must be completed within nine (9) months after the date of the construction of the same shall have commenced, except where such construction completion is impossible or would result in hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity, in which event the time may be extended by Declarant or its assigns.

Section 16. Transfer of Architectural Review and Plans Approval. Upon the sale of greater than fifty (50%) percent of the Lots or Dwellings, Declarant may, by filing a supplementary declaration of Declaration with the Register of Mesne Conveyance for Beaufort County, South Carolina, transfer the above-described architectural review and plans approval authority to a permanent Review Board which, subject to the covenants and conditions stated with the aforesaid supplementary declaration, shall be under the control of the Association.

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ARTICLE VI
SPECIAL RESTRICTIONS AFFECTING PATIO LOTS

Section 1. Lots shown on recorded plats and on which a Patio Wall is designated are referred to herein as "Patio Lots". Patio Homes constructed on Patio Lots must be constructed so as to utilize a Patio Wall as designated on the recorded Subdivision plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the same shall be located two (2) feet inside of and parallel to the designated Lot line on the recorded subdivision plat.

Section 2. The Patio Home shall utilize a portion of the Patio Wall as one of its exterior walls (unless an alternative location of the Patio Home is approved pursuant to the provisions of Paragraph Three of this Part VI) and shall be constructed so that neither the Patio Wall nor the Patio Home provides any window or view opening looking into or over-viewing the adjacent Lot or Dwelling and provides no access way or entry way into said adjacent Lot or Dwelling.

Section 3. Should an Owner of a Patio Lot desire to locate his Patio Home on a portion of the Lot other than contiguous to the Patio Wall, he may apply to the Declarant for approval for the alternative location. A site plan showing the proposed alternative location shall accompany such application. The Declarant's approval of the alternative location shall not relieve the Owner's responsibility to construct a Patio Wall as required by Section 1 of this Article VI. Approval or disapproval of an application for alternative location of a Patio Home may be based by the Declarant on purely aesthetic considerations.

Section 4. The first floor enclosed of the Patio Home may not be constructed so as to cover or occupy in excess of 40 percent of the entire area of the Patio Lot.

Section 5. The cost on construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the Patio Lot or Dwelling Owner on whose Patio Lot or Dwelling the same is situated.

Section 6. There shall be reserved a two-foot easement on each Lot or Dwelling between the exterior of the Patio Wall and/or Patio Home and the parallel Lot or Dwelling boundary for the use and enjoyment of the adjacent Lot or Dwelling Owner, only as hereinafter provided. Said two-foot easement area and the exterior of the Patio Wall and/or Patio Home may be used by an adjacent Lot or Dwelling Owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the Patio Wall and/or Patio Home.

Section 7. Said Patio Home shall be constructed with

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gutters to insure that no excess rain water is discharged upon the adjoining Lot or Dwelling.

Section 8. An eight-foot easement is further reserved along the boundary line of each Patio Lot or Dwelling, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance, and repair of the Patio Wall and/or Patio Home on the adjoining Lot or Dwelling. The use of said easement area by an adjoining Owner shall not exceed a reasonable period of the time during construction nor shall it exceed a reasonable period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight-foot easement area that is removed or damaged by the adjoining Owner during the construction, maintenance or repair of his Patio Wall and/or Patio Home shall be repaired or replaced at the expense of the said adjoining Lot or Dwelling Owner causing such damages.

Section 9. Notwithstanding the foregoing, Owners of two (2) contiguous Patio Lots or Dwellings may apply to the Declarant for approval to construct and maintain a party wall along their common boundary line, provided that:

(a) Such party wall shall constitute an integral part of each Owner's Patio Home.

(b) The Declarant's approval of the construction of a party wall will not relieve on Owner's responsibility to construct a Patio Wall which is designated to be located two (2) feet from a boundary line other than that over which the party wall is to be constructed.

(c) Provisions of this Section 9 which are in conflict or inconsistent with provisions of the preceding eight (8) section shall control.

ARTICLE VII
THE COMMON PROPERTY

Section 1. The Common Property. The Common Property shall mean and refer to those areas of land with any improvements thereon which are deeded or leased to the Association and designated in said deed as "Common Property." Common Property also include other properties, though not designated as such, which are acquired by the Association pursuant to its authority under this Declaration. Common Property include personalty as well as realty. All Common Property are to be devoted to and intended for the common use and enjoyment of the Owners, their tenants, guests and invitees, at uniform fees, charges and assessments established herein as may be modified from time to time by the Association. The designation and dedication of land or improvements as Common Property shall not mean or imply that the public at large or

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Owners, their tenants, guests and invitees acquire an easement of use or enjoyment herein except at such fees, and under such rules and regulations for operation as may be established from time to time by the Association.

Section 2. Members Easements of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title of every Lot or Dwelling.

Section 3. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of Declarant and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said properties;

b. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

c. The right of the Association to suspend the enjoyment of rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; however, nothing contained herein shall deprive any Owner of ingress and egress from a public road to his Lot or Dwelling.

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Property and/or facilities therein;

e. The right of Declarant to dedicate or transfer to any public or private utility, utility easements on any part of the Common Property;

f. The right of the Association to give or sell all or any part of the Common Property including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purposes and conditions shall be authorized by the vote of two-thirds (2/3)

of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

g. The right and easements of enjoyment in the Common Property shall be limited to the Members and their spouses and children permanently residing with the Members.

Section 4. Title to Common Property. Declarant may retain title to the Common Property until such time as it has completed improvements thereon and until such time as, in its opinion, the Association is able to maintain the same, but notwithstanding any provisions herein to the contrary, Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Property to the Association at the earlier of (a) one hundred and eighty (180) days of the time of the sale of the last Lot or Dwelling; (b) January 31, 2010; or (c) Such earlier time as the Declarant shall decide. Said Common Property shall be conveyed subject to all declarations, covenants, restrictions, and easements recorded in the RMC Office for Beaufort County, South Carolina and to any mortgage given by Declarant for the construction of improvements thereon, provided, however, Declarant shall be obligated for repayment of the debt secured by such mortgage.

ARTICLE VIII
ASSESSMENTS AND LIEN

Section 1. Creation of Lien and Personal Obligations of Assessments. Each Owner of any Lot or Dwelling, whether or not it shall be so expressed in any such deed or other conveyance, agrees to all terms and provisions of this Declaration and to pay the Association: (1) Annual assessments or charges; and, (2) Special Assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection therefor as hereinafter provided shall be a charge and continuing lien on the Lot or Dwelling and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot or Dwelling at the time when the

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assessment first became due and payable. In the case of co-Ownership of a Lot or Dwelling, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the Common Property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto; and for the cost of labor, equipment, materials, management and supervision thereof.

The special assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1997, the annual assessments shall not be more than One Hundred and No/100 (\$100.00) dollars per year per Lot or Dwelling unless a higher annual assessment is approved by two-thirds (2/3) of the vote at the annual meeting. From after January 1, 1997, the annual assessment may be increased each year by five (5%) percent of the maximum authorized assessment for the preceding year unless two-thirds (2/3) of the vote at the annual meeting votes against said increase or votes to increase said annual assessment by a greater amount.

The Board of Directors of the Association may, after considering current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto or addition to the Common Property, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) days in advance and set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or

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consolidation in which the Association is authorized to participate.

Section 6. Quorum for any Action Authorized. The presence at the meeting of Members or of proxies entitled to cast thirty (30%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called, subject to the notice requirement set forth in Section 4.

Section 7. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable the first day of January of the said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall keep a roster of the properties and assessments in the offices of the Association and shall be open to inspection by any Owner.

Written notice of any assessment shall thereupon be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon at the rate of the lesser of fourteen (14%) percent per annum or the highest rate not prohibited by law from the date due and the costs of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Lot or Dwelling against which each such assessment is made in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

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If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Dwelling and proceed to sell it at foreclosure sale as is provided under the laws of the State of South Carolina for foreclosure of mortgages, 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 interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot or Dwelling 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 Lot or Dwelling pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Dwelling from liability for any assessments accruing after conveyance by a mortgagee/Owner to a subsequent purchaser.

Section 11. Exempt Property. The following property, individuals, partnership or corporations subject to this Declaration, shall be exempt from the assessments, charges and liens created herein:

a. The grantee of property over which said grantee holds a utility easement;

b. All properties to the extent of any easement therein other than an easement which does not adversely affect the Owner's use of the property;

c. All Common Property;

d. All properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemptions;

e. Lots or Dwellings owned by Declarant except those Lots or Dwellings which have been sold under title retention contract in which the purchaser agrees to pay the assessments, charges and liens.

ARTICLE IX
ENFORCEMENT

Section 1. Remedies. In addition to any other remedy for breach of a restrictive covenant provided hereinabove by any person claiming by, through, or under Declarant, Declarant, the Association and/or any Owner, or any of them jointly, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing rights, the Association and/or Declarant shall have the right, whenever there shall have been built on any Lot or Dwelling any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed to trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their enforcement.

Section 2. Costs and Expenses of Enforcement. Should an Owner fail, neglect or refuse to satisfy and discharge any obligation arising under this Declaration, and in the event that it becomes necessary for the Association or Declarant, to take legal action for the enforcement of such obligations, the Association or Declarant, as the case may be, shall be entitled to receive from the Owner all costs and expenses of enforcement thereof, including without limitation a reasonable attorneys' fee, and such costs and expenses shall be charged and continuing lien against the Lot or Dwelling charged with the breach or violation, which said lien may be foreclosed in the manner contemplated by Section 9 of Article VIII hereinabove.

Section 3. No Obligation. Nothing contained herein shall be deemed or interpreted to require the Association or Declarant to take action to enforce this Declaration.

ARTICLE X
DURATION OF AMENDMENT

Section 1. Duration. This Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of a two-thirds (2/3) majority of the Lots or Dwellings has been recorded, agreeing to change the said Declaration in whole or in part.

Section 2. Modification. Upon prior reasonable notice to all Lot or Dwelling Owners, this Declaration may be amended, in whole or in part, at any time prior to termination of the initial

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period, or any extension thereof, by an instrument signed by the Owners of two-thirds (2/3) of the Lots or Dwellings, duly recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina, setting forth the agreed charges. Notwithstanding the provisions of this Section 2, no modification will be valid unless first approved in writing by Declarant so long as Declarant owns a Lot or Dwelling.

ARTICLE XI
INTERPRETATION AND CONSTRUCTION

Section 1. Severability. Should any covenant or restriction herein contained, or any part, article, section, paragraph, subparagraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal of jurisdiction which considers such matter, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 2. Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or reasonable construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property and which will carry out the intent of Declarant as expressed in the recitals of this Declaration. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

Section 3. Gender, Tense and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 4. No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 5. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 6. No Implied Liabilities or Duties. Any rules or regulations established by the Association pursuant to this Declaration shall not expressly or impliedly create any duty of care to any Property Owner.

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IN WITNESS WHEREOF, Declarant has caused these presents to be executed the day and year first above written.

WITNESSES:

[Handwritten signatures of witnesses]

VTWS Associates
By: Tressen SC, Inc.

By: *[Handwritten signature]*

By: Heritage Lakes Limited Partnership
By: ~~XXXXXXXXXX~~ Heritage Lakes Development Corp.

By: *[Handwritten signature]*

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the above witness who, on oath, says that (s)he saw the within named VTWS Associates by its proper officials, sign, seal, and as his act and deed, deliver the within documents, and that (s)he with the other witness witnessed the execution thereof.

[Handwritten signature]

Sworn to before me this 21
day of April, 1995.
[Handwritten name] (SEAL)
Notary Public for South Carolina
My Commission Expires: 2/6/01

Exhibit "A"

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ALL that certain piece, parcel, or tract of land as shown on a plat thereof entitled "Heritage Lakes, A Subdivision of Phase I, a Portion of Parcel 3A, Tax Map 40, Bluffton Township, Beaufort County, South Carolina" prepared by Forrest F. Baughman, PLS #4922 and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 52 at Page 135.

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Exhibit "B"

ALL that certain piece, parcel or tract of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, containing 250.16 Acres, as shown on a plat thereof designated as Parcel "B", which plat is entitled "VTWS Associates, a Boundary Survey of Parcel 3A, Tax Map 40, Bluffton Township, Beaufort County, South Carolina" prepared by Forrest F. Baughman, PLS #4922, dated June 8, 1994 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book 50 at Page 145 ("Plat"). For a more detailed description as to the courses, metes and bounds of the said 250.16 acres, reference may be had to the Plat.

AND ALSO a fifty (50%) percent interest in and to all that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 2.55 acres and designated as Parcel "C" on the Plat. For a more detailed description as to the courses, metes and bounds of the said 2.55 acres herein described, reference may be had to the Plat.

AND ALSO a fifty (50%) percent interest in and to all that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 1.90 acres and designated as Parcel "A" on the Plat. For a more detailed description as to the courses, metes and bounds of the said 1.90 acres herein described, reference may be had to the Plat.

LESS AND EXCEPT therefrom all that certain piece, parcel or tract of land containing 1.0 Acres, as described in the deed from Larry S. Malphrus, G. Dwaine Malphrus, and O. Dale Malphrus to Beaufort/Jasper Water and Sewer Authority, said deed being recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 533 at Page 524.

ALSO LESS AND EXCEPT therefrom all that certain piece, parcel or tract of land situate lying and being in Bluffton Township, Beaufort County, South Carolina, as described on Exhibit "A" to this Declaration.

V.T.W.S. Associates
FILED 144
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C. /mlc
95 APR 21 PM 3:41
BK 773 PG 1028
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WILLIAM SMOOT
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JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C. /mlc
95 MAY 24 AM 10:55
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