

**Declaration of Covenants, Conditions and Restrictions
Of**

Deerfield Hall

THIS DECLARATION, made this 1st day of August, 2007, by Deer Field, LLC,~~✗~~ hereinafter referred to as "**Declarant**".

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in the Town of Hollywood, Charleston County, State of South Carolina, which are described on Exhibit A attached hereto and made a part of hereof.

WHEREAS, Declarant intends to develop the properties into single family residential lots in one or more phases or sections and/or sell portions of the properties to others for the purpose of developing such portions into single family residential lots in one or more phases or sections, such subdivision to be known as **Deerfield Hall** ("**Deerfield**"); and

WHEREAS, Declarant desires to provide for orderly development and maintenance of the properties.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, together with all additional properties which may be made subject to these Covenants, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

The Declarant intends to develop the Properties in one or more phases. The Declarant may submit the property which is subject to future phases to this Declaration at its option from time to time. At such time, Declarant will execute and record a Supplemental Declaration which may contain such additional terms and restrictions which Declarant shall deem appropriate and further any general scheme of development.

Nothing contained in these Covenants imposes nor should be interpreted to pose any restriction, condition, limitation or easement upon any land owned by Declarant other than the land described on Exhibit A, and such additional properties as made by subsequent declaration be added to and subject to this Declaration of Covenants.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DEERFIELD HALL HOMEOWNERS ASSOCIATION, INC. its successors and assigns (herein "the Association") and "Bylaws" shall mean the set of Bylaws, a copy of which is annexed hereto, recorded simultaneously with this Declaration of Covenants, Conditions and Restrictions, and such amendments thereto as may be recorded from time to time.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to all that certain real property hereinbefore on Exhibit "A" and any additional properties which may be expressly subjected to this Declaration.

Section 4. "Common Area" shall mean all real property including Private Roads (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners as designated on plats recorded from time to time.

Section 5. "Lot" shall mean and refer to any numbered lot or plot of land as shown upon any plat hereinabove referred to, with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Deer Field LLC, it successors and assigns if Deer Field LLC makes and records a specific assignment of its rights as Declarant to such a successor or assign.

Section 7. "Declarant Control Period" shall mean and refer to the period of time during which Declarant is entitled to Class B voting rights or ten (10) years from the date of recordation of this Declaration, whichever first occurs. The Declarant or Declarants

may, at it or their options, terminate the Declarant Control Period earlier by written and recorded document.

Section 8. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning any may be used interchangeably.

Section 9. "Builder" as used herein shall mean any person or entity licensed by the State of South Carolina to construct single family residences.

Section 10. "Subdivision" as used herein shall mean a portion of the Property creating Lots by recordation of a plat.

Section 11. "Private Roads" as used herein shall mean all roads located in the Subdivision and owned by the Association, including all improvements thereon including but not limited to right of ways, roadways, storm drainage structures, curb, gutters and all appurtenances connected with and/or to said Private Roads.

ARTICLE II

PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to restrict uses or activities inconsistent with the maintenance of the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the Common Area, excluding streets and roads which may be in the common Area, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.
- (d) the right of the Association to assess or charge to every owner fees or dues in order to have funds to maintain and care for the Common Area and Private Roads any improvements located thereon.

(e) the transfer of a Lot automatically transfer membership in the Association and all rights of the transferor with respect to the Common Area and facilities to which Ownership of such Lot relate.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. Leasing. After construction of a residence on a Lot, any Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between Owner and lessee shall be written and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 4. Duties of Declarant. The Declarant shall convey the Common Area including Private Roads to the Association free and clear of all liens and with all real estate taxes paid through the date of transfer to the Association, transfer of the Common Area shall convey no later that the conveyance of the first Lot to an Owner.

Section 5. Association Duties. Upon conveyance of the Common Area and Private Roads to the Association, the Association shall have the duty to maintain and keep in good repair all the same for the benefit of all Owners, including without limitation, proper maintenance of private roads and private road right-of-ways, lakes/ponds and drainage facilities which are located on the Property together with any street, sidewalks, street lights, landscaping or other improvements which may be located upon the Common Area and Private Roads, which are not the responsibility of the City, County, State or Federal governmental agency. In addition, the Association shall maintain liability insurance on the Private Roads and pay any real estate taxes on such roads. In addition, the Association shall control the availability of the Common Area, insure that the Common Area and other property set aside for open space, if any, not be developed for unapproved purposes in the future, and insure that the Common Area is maintained in their intended use and function in perpetuity, unless and until the governing municipality, by ordinance, authorizes and approves revisions to the Common Area.

Declarant shall convey the Private Roads to the Association as a Common Area and said roads shall be conveyed with a one year warranty. Declarant's only responsibility with regard to the roads shall be as provided in said warranty. The Association shall be responsible for all other maintenance and upkeep of the roads and Declarant shall have no further liability. Deer Field, LLC shall not be responsible for any repairs to damage caused by third parties. The roads shall be conveyed subject to a non-exclusive easement for ingress and egress in favor of Elizabeth H. Clark, her heirs and assigns, as the owner of an adjoining tract, currently having Tax Map #247-00-00-085. Should the adjoining Tract be developed, the Association reserves the right to collect assessments from said adjoining Tract for maintenance and upkeep of Private Roads.

The Private Roads shall be conveyed granting ingress and egress upon the entrance road approximately +/- 400 LF to adjoining Parcels have current Tax Map Numbers 247-00-00-216, 247-00-00-217, 247-00-00-218 and 247-00-00-301.

Section 6. Right of Entry and Right to Cure Defaults by Municipality. Municipal personnel, in the performance of their official duties, are hereby granted a right of entry upon the Common Area of the Association, and this shall include , but not be limited to, law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit of their duties, and for the purpose of inspecting, maintaining, repairing and replacing public facilities located in the Common Areas. In the event that the Declarant and/or the Association fails to fulfill its duty to maintain the Common Areas, then the municipality may give a written notice to the Declarant and/or the Association specifying the default and the action necessary to cure the default and the Association shall have sixty (60) days to take such action as required by the notice. In the event the Association fails to take such action, then the municipality may make such repairs and take such action as are necessary. The cost of the repairs made by the municipality shall constitute a lien against the Common Areas and a pro rata lien against each Lot in the Property which may be recorded as a lien.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. Voting by Members of the Association may be in person or by proxy as set forth in the Bylaws attached hereto and incorporated by reference herein. The Association shall have two (2) classes of voting membership:

- a. Class A. Class A Members shall be owners with the exception of the Declarant, and shall be entitled to one (1) vote per each Lot owned. When more than one person holds an interest in any Lot, all such members persons shall be members. The vote of such Lot shall be exercised as they make among themselves determined but in no event shall more than one vote be cast with respect to any Lot.
- b. Class B. The Class B Members shall be the Declarant, its successors and assigns, and shall be entitled to five (5) votes per each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following: (i) when the Declarant executes and records an instrument forfeiting its Class B membership; (ii) when the Declarant conveys to others ninety-five (95%) percent of Lots in Deer Field (Lots shall include those Lots contained in or situate on any additional property which Declarant shall hereinafter bring under the terms of this Declaration); or (iii) ten (10) years from the date of this instrument.

Section 3. Declarant Control Period. During the Declarant Control Period, the Declarant shall have the right to elect or appoint a majority of the members of the Board of Directors of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more that fifty-one (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Separate Account for Maintenance of Private Roads. So long as the Association owns Private Roads within the Subdivision, a separate account shall be maintained for those funds collected through the Assessment for Maintenance of Private

Roads in addition to funds that maybe collected through a portion of the Annual Assessments as well as any designated special assessments for the maintence and upkeep of the Private Roads.. Said funds shall only be utilized for the maintenance and upkeep of Private Roads as defined in Article I, Section 11.

Section 5. Notice and Quorum for Any Acton Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) day in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the uniform rate for all Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual bases as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner other than a Declarant. No assessments shall be due for Lots owned by the Declarant so long as the Declarant is maintaining the streets and any of the Common Areas within the properties or paying the operating deficit of the Association as herein provided for in Section 9. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 subject thereto. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid with thirty (30) days after the date due shall bear interest from the due date at the rate of eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any defaulting Owner shall be liable for reasonable attorney's fees and court costs as may be awarded by the court.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Declarant's Obligation for Assessments. Anything herein to the contrary in this Article notwithstanding, so long as a Declarant owns any portion of the Property upon which Lots are to be developed or constructed or owns any Lot for sale, the Declarant may exempt himself from the payment of Assessments in accordance with the terms of this paragraph. Each Declarant exempting himself from the payment of Assessments hereby covenants and agrees it will annually elect either to pay an equal amount (i) to total Assessment which would otherwise be due and payable for Lots owned by it, plus the total Assessments which would otherwise be due and payable if Assessments were payable on the number owned by the Declarant, or (ii) to pay its "Subsidy Percentage" being defined as the difference between the amount of Assessments collected on all other Lots not owned by the Declarant and the amount of

actual expenditures by the Association during the fiscal year, but not in a sum greater than the Assessments the Declarant would pay if not exempt therefrom, or (iii) pay the cost of maintaining the Common Area in lieu of the payment of any Assessments. Unless a Declarant otherwise notifies the Board in writing at least twenty-five (25) days before the beginning of each calendar year, a Declarant will be deemed to have elected for the first year in which Assessments are due, and thereafter to continue paying on the same basis as during the immediately preceding year.

Section 11. Capital Assessment. The initial Owner of a Lot and each subsequent Owner of each Lot shall pay to the Association a capital assessment of three (3) months assessments upon the conveyance of a Lot to an Owner. The Board of Directors of the Association shall have the right from time to time to increase the amount of said Capital Assessment as may reasonably be required.

Section 12. Maintenance of Private Road Assessment. The initial Owner of a Lot and each subsequent Owner of each Lot shall pay the Association an assessment for the maintenance of Private Roads in the initial amount of \$125.00 upon conveyance of a Lot to an Owner, which will be used exclusively in accordance with Section 4 of this Article. The Board of Directors of the Association shall have the right from time to time to increase the amount of said Road Assessment as may reasonably be required.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration are recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners except that any Amendment during the Declarant Control Period is subject to the approval of Declarant. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by Declarant during the Declarant Control Period (a) if such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

Section 4. Mortgagee Provisions. The following provisions are for the benefit of holders of first Mortgages on Lot in the Property. The provisions of this section apply to

both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

(a) Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance of the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(b) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any owner or other party priority over any rights of the first Mortgage of any Lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(c) Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

(d) VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U. S. Department of Housing and Urban Development ("HUD"), or the U. S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the VA or HUD as applicable:

annexation of additional property to the Common Area, except for annexation by Declarant pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations; dissolution of the Association, and material amendment of the Declaration, Bylaws or Articles of Incorporation.

(e) Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Section.

(f) Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the owners, may cause an amendment to this Section to be recorded to reflect such changes.

6. Easements.

(a) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

(b) Easements for Use and Enjoyment.

(i) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area (including without limit all Private Roads) which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(1) the right of the Association is suspend the voting rights of a Lot Owner and the right of an owner to use the recreational facilities available for use by the Lot Owners, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of the Declaration, Bylaws, or rules and regulations;

(2) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area, provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, encumbering property located within the Common Area. Any such Mortgage on the Common Area shall be subject to approval by at least two-thirds (2/3) vote of the members. Any provision of this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Common Area;

(3) the right of the Association to dedicate or grant easements over, under and through the Common Area and Private Roads to governmental entities for public purposes. Each Owner shall be responsible for the repair of any damage caused by said Owner, his guests and invitees, to any utility lines or other facilities located within the Common Area; and

(ii) Any Lot Owner may delegate such Owner's right to use and enjoyment in and to the Common Area and facilities located thereon to the members of

such owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

(c) Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Common Area, Private Roads and all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Common Area, Private Road or any Lot or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association may decide to have installed to service the Common Area and Private Road. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.

(d) Easement for Drainage. Declarant hereby reserves a perpetual easement across all Common Area and Private Roads for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Common Area or Private Roads. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be required by the person causing the damage at its sole expense.

(e) Easement for Entry. In addition to the other rights reserved to the Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot for emergency, security and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board,

and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any conditions which may increase the possibility of a fire, slope erosion or other hazard or condition in the event an owner or occupant fails or refuses to cure the condition upon request by the Board.

(f) Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the municipality, Declarant or the Association across such portions of the Lots, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

(g) Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Lots, over and upon each Lot as more fully described on the recorded Property plat for any portion of the Property. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade land under and around such entry features.

(h) Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter, so long as Declarant owns any portion of the Properties in the subdivision for development or sale, Declarant reserves an easement across the Property for Declarant to maintain and carry on the improvements required by the municipalities, upon such portion of the Property as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be

required, convenient or incidental to the development, construction and sales activities related to property within or near the Property. This easement shall include, without limitation:

(i) The right of access, ingress, egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Property as well as any Lot in the Property;

(ii) The right to tie into any portion of the Property with driveways, parking areas and walkways;

(iii) The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services;

(iv) The right (but not the obligation) to construct recreational facilities on Common Area;

(v) The right to carry on sales and promotional activities on the Property;

(vi) The right to place direction and marketing signs on any portion of the property, including any Lot or Common Area;

(vii) The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities;

(viii) Declarant may use residences, offices or other buildings owned or leased by Declarant as model residences and sales offices, and may also use recreational facilities available for use as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference of the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration. Declarant shall have the right to grant to builders or developers expressly designated by Declarant in its sole discretion similar rights and privileges as contained in this Sections.

(i) Irrigation Easements. There is hereby reserved to the Declarant and the Association a blanket easement to pump water from ponds, lakes and other bodies of water located within the Property for irrigation purposes.

(j) Access and Fence Easement. Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the Property development and construction plans or governmental regulation, rule, ordinance or plan approval requirement.

ARTICLE V

PROPERTY RESTRICTIONS

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all residential Lots shown on any plat (except such Lots may be needed for utilities and the like such as the pump station lots shown on any plat) shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

Section 1. Land Use and Building Type: No lot shall be used except for residential purposes. No building or other improvement shall be erected, altered, placed or permitted to remain on any lot without the plans, specifications and design thereof having been approved in writing by the Architectural Review Board (the "ARB") referred to hereinafter. Notwithstanding the foregoing, the Declarant may maintain a model home/sales office until such time as the residences constructed on all Lots have been sold to Owners other than builders.

The ARB may act in its sole discretion and may, from time to time, change, modify or alter its standards or guidelines relating to size, quality and design of buildings and improvements built upon the Lots.

Section 2. Building Location: The front of each numbered building lot shown on any Subdivision plat may be indicated by the "Minimum Building Set-Back Line", set forth on the Subdivision plat or if none be shown, then the front shall be determined under ordinances of the City of Hollywood. No building shall be located on any numbered building lot upon which it is located, nor shall any building be located on any

lot nearer to the front lot line than the minimum building set-back line shown on the Subdivision plat or as specified by ordinance of the City of Hollywood if no minimum set back line is shown. The ARB may grant waivers or exceptions as to building line violations for good cause shown.

Section 3. Sewage Disposal: Every dwelling unit constructed within this Property shall be connected to the public sewage disposal system.

Section 4. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Property.

Section 5. Underground Electrical and Telephone Service: Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any Lot or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the Property. All electric and telephone service facilities constructed or placed within the Property, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land on the Property. This Section 6 shall not prohibit such electrical facilities or apparatus as may be required for public utilities and/or temporary electrical service during construction of improvements. The Association shall be responsible for payment of street lighting service which will be assessed to Each Owner through the annual assessment.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 7. Fences: No Fence shall be erected or constructed without written approval of the ARB. The ARB may require fences containing certain materials and an attractive design consistent with the neighborhood and may restrict the height and location of fences and may exclude metal fences, pens or enclosures. No double fencing permitted along any property line

Section 8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a temporary residence.

Section 9. Livestock And Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to their neighbors.

Section 10. Garbage And Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

Section 11. Air-Conditioning Units: No window or air conditioning units may be installed without prior approval of the ARB.

Section 12. Storage Sheds and Garages: Construction, installation or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the ARB, which may be withheld in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ARB for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed or placed in a location inconspicuous as much as possible from public view. No two story structures of this nature are permitted on any Lot within the Property. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

Section 13. Exterior Security Devices: No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than 6" x 6" placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 14. Clotheslines: No exterior clotheslines of any type shall be permitted upon any Lot.

Section 15. Unsightly or Unkempt Conditions: The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the community.

Section 16. Drainage: Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may alter, obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter the same being expressly reserved to Declarant.

Section 17. Sight Distance at Intersections: All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 18. Subdivision Of Lots: None of the lots shown on any recorded plat may be subdivided into smaller or additional lots unless such smaller or additional lots comply with the Property requirements of the municipality; lot lines may be adjusted and/or additional parcels may be added so as to create larger new lots within the Property so long as the Property requirements of the municipality are met.

Section 19. Antennas And Satellite Dishes: No radio, television transmission of a reception tower, antennas, or satellite dishes shall be erected on the property, unless screened from public view and also screened from adjoining owner. In no event shall free standing transmission or receiving towers be permitted. In addition to the foregoing, any satellite receiving dish shall not be located in the front yard or any Lot or on any portion of the dwelling erected thereon which would be visible from the street provided however that the receiving signal can only be located in said front in which case the dish must be properly screened from view. Except as otherwise approved in writing by the ARB, all satellite dishes shall have a diameter not to exceed eighteen (18) inches and limited to one (1) satellite dish per lot.

Section 20. Basketball Goals: Only mobile basketball goals shall be permitted and shall be well maintained in appearance. Permanently installed basketball goals shall not be permitted.

Section 21. Prohibited Activities on Recreational Lakes: No docks may be constructed extending from any Lot located on any pond within the subdivision and no motorized boats shall be permitted in said lakes. No irrigating from lakes or ponds.

Section 22. Recreational Equipment: All outdoor recreational and children's equipment shall be located to the rear of the dwelling constructed on any Lot.

Section 23. Boats And Recreational Vehicles: All boats, recreational vehicles, mobile utility/storage units and the like shall be kept parked in garages and shall not be parked on the street or street right of way or driveway or any part of the front or side yard or visibly seen from the street.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

(In this Article VII the term Declarant shall have the same meaning as in Article I, Section 8.) Until such time as Declarant has conveyed the last Lot developed from the Properties, or any Lot which may be hereafter annexed, Declarant shall designate an Architectural Review Board (the "ARB") consisting of three (3) persons which Declarant may from time to time change. Upon the last Lot being conveyed by Declarant, or at such earlier time as Declarant may elect, the Board of Directors of the Association shall elect an ARB consisting of three (3) persons who may also serve as officers or directors of the Association. All new construction of any improvement, including without limitation residences or fences, shall require the written approval of the ARB. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the ARB, provided, however, that repainting or repairs of what has been previously approved shall not require and subsequent approval. The ARB is authorized to review and determine in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding

structures and topography. The ARB is authorized to charge a processing fee established from time to time for each application submitted for approval.

In the event the ARB fails to approve or disapprove such designs and location and notify the applicant within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications, neither the ARB, the members thereof, nor the Association assumes liability or responsibility thereof, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARB, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or owner will not bring any action or suit against Declarant, the Association, the ARB, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VIII

WETLANDS PERMIT

Section 1. Wetland Permits. Notice is hereby given that the property is subject to those certain Declaration of Restrictive Covenants dated March 17, 2006 and recorded March 17, 2006 in Book R 576, Page 001, Charleston County RMC Office and each owner of a Lot hereunder covenants to abide by said Covenants.

ARTICLE IX

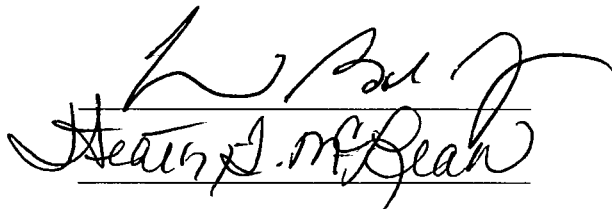
DECLARANT CONTROL

Anything herein to the contrary notwithstanding, in case shall the Declarant, as the developer of the Properties, control the Association or the ARB beyond Control Period of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed on its behalf as of the date and year first above written.

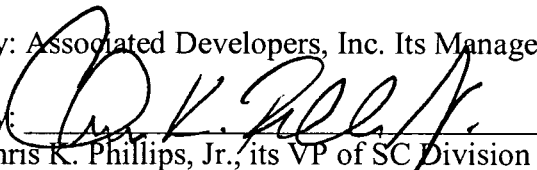
WITNESSES:

DEER FIELD, LLC, a South Carolina limited liability company



Steven J. McBean

By: Associated Developers, Inc. Its Manager

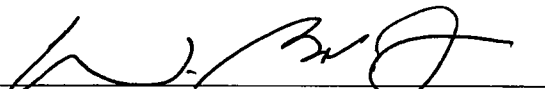
By: 

Chris K. Phillips, Jr., its VP of SC Division

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 1 day of August 2007 by Deer Field, LLC a South Carolina limited liability company by Associated Developers, Inc. its Manager by Chris K. Phillips, Jr., its VP of SC Division.



Notary Public for South Carolina
Commission Expires: 2/7/2010

BY-LAWS OF
DEERFIELD HALL HOMEOWNERS ASSOCIATION

ARTICLE 1)

Name and Location. The name of the corporation is DEERFIELD HALL HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 68 ½ Queen Street, Charleston, South Carolina, but meetings of members and directors may be held at such places within the State of South Carolina, Charleston County, South Carolina, as may be designated by the Board Directors.

ARTICLE 2)

Section a). "Association" shall mean and refer to DEERFIELD HALL HOMEOWNERS ASSOCIATION, its successors and assigns.

Section b). "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section c). "Common Area" shall mean all real property including Private Roads owned by the Association for the common use and enjoyment of the Owners.

Section d). "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section e). "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section f). "Declarant" shall mean and refer to Deer Field, LLC, its successors and assigns if Deer Field, LLC makes and records a specific assignment of its rights as Declarant to such a successor or assign. Upon conveyance by Deer Field, LLC of any portion of the Properties to a developer who intends to develop more than fifty (50) single family lots on the Property conveyed, Deer Field, LLC shall be required to convey the Declarant Rights as to the Property conveyed.

Section 7. "Declarant Control Period" shall mean and refer to ten (10) years from the date of recordation of the Declaration or when all Declarants will have conveyed their interest in Properties or Lots, whichever first occurs. The Declarant or Declarants may, at its or their options, terminate the Declarant Control Period earlier by written and recorded document.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions dated August 1, 2007, applicable to the Properties recorded in the RMC Office of Charleston County, South Carolina.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE 3)

Section a). Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter.

Section b). Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote two-thirds (2/3) of all of the votes of the membership.

Section c). Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Notice may also be given by facsimile and electronic transmission at the number or electronic address provided by the member. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section d). Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE 4)

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section a). Number. The affairs of this Association shall be managed by a Board composed of not less than three (3) nor more than five (5) persons, who need not be members of the Association.

Section b). Term of Office. The initial Board of Directors named by the Declarant shall serve for a period of five (5) years from the date of the recordation of the Declaration. In the event a Director resigns or is removed during the Declarant Control Period, then the Declarant shall have the right to appoint a successor to serve for the remainder of the initial term. At all times during the Declarant Control Period, the Declarant shall have the right to appoint a majority of the Board of Directors. At the first annual meeting following the expiration of the Declarant Control Period, the members shall elect at least one (1) director for a term of three (3) years, at least one (1) director for a term of two (2) years and at least one (1) director for a term of one (1) year; and at each annual meeting thereafter the members shall elect one or more directors for a term of three (3) years so that a rotation of Board members will occur every year.

Section c). Removal. After the expiration of the Declarant Control Period, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section d). Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section e). Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 5)

NOMINATION AND ELECTION OF DIRECTORS

Section a). Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the first annual meeting following the expiration of the Declarant Control Period. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each

annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section b). Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6) MEETINGS OF DIRECTORS

Section a). Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section b). Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section c). Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 7) POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section a). Powers. The Board of Directors shall have power to:

i) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

ii) suspend the voting rights and right to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

iii) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

iv) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

v) employ managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

vi) appoint an Architectural Review Board as provided for in the Declaration and other committees deemed to be appropriate in the discretion of the Board.

(g) adopt architectural and landscaping guidelines for Lots.

Section b). Duties. It shall be the duty of the Board of Directors to:

i) 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 one-fourth (1/4) of the members who are entitled to vote;

ii) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

iii) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

iv) 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 for the issuance of these

certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

v) procure and maintain adequate liability and hazard insurance on property owned by the Association. The Association shall have fire and extended coverage insurance for no less than one hundred percent (100%) of replacement cost of insurable common property.

vi) cause all officers or employees having fiscal responsibilities to be bonded. The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the lot owners. The fidelity bond or insurance must name DEERFIELD HALL Homeowners Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

vii) The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a lot owner because of negligent acts of the Association, or other unit owners. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage.

ARTICLE 8) OFFICERS AND THEIR DUTIES

Section a). Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section b). Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section c). Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section d). Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section e). Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section f). Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section g). Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4. of this Article.

Section h). Duties. The duties of the officers are as follows:

i) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

ii) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

iii) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

iv) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE 9)
COMMITTEES

The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 10)
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE 11)
ASSESSMENTS

As more fully provided in the Declaration, 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 assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE 12)
AMENDMENTS

Section a). These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of members present in person or by proxy.

Section b). In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE 13)
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of JULY and end on the 30th day of JUNE of every year, except that the first fiscal Year shall begin on the date of incorporation.

EXHIBIT A
LEGAL DESCRIPTION

ALL that piece, parcel or tract of land situate, lying and being on the Northwest side of South Carolina Hwy. No. 162 in the Town of Hollywood, St. Paul's Parish, Charleston County, South Carolina and designated as **Tract F, 21.029 acres (which comprises Parcel E, Parcel 3 Tract E-1A, Tract E-1B and Tract E-2A)** on a plat HLA, Inc. dated October 12, 2005 entitled "*PLAT SHOWING THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN PARCEL E, PARCEL 3, TRACT E-1A, TRACT E-1B, AND TRACT E-2A TO CREATE TRACT F (CONTAINING 21.029 ACRES); THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN TMS NO. 247-00-00-085 TO ADD TRACT E-1C, AND TRACT E-2 TO TRACT G; AND THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN TMS NO. 247-00-00-086 TO BE ADD TRACT E-1D TO TRACT H Prepared for ASSOCIATED DEVELOPERS, INC. Located in the Town of Hollywood, Charleston County, South Carolina*", and recorded January 2006 in **Plat Book EJ Page 478** Charleston County RMC Office, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

TMS No. 247-00-00-090

SAVING and excepting all that certain piece, parcel or tract of land being shown as "**Residual Tract F 339.96 S.F. 0.008 Ac. To Be Conveyed to Elizabeth Hanahan Clark (TMS 247-00-00-085)**" on a plat HLA, Inc. dated October 12, 2005 entitled "*PLAT SHOWING THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN PARCEL E, PARCEL 3, TRACT E-1A, TRACT E-1B, AND TRACT E-2A TO CREATE TRACT F (CONTAINING 21.029 ACRES); THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN TMS NO. 247-00-00-085 TO ADD TRACT E-1C, AND TRACT E-2 TO TRACT G; AND THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN TMS NO. 247-00-00-086 TO BE ADD TRACT E-1D TO TRACT H Prepared for ASSOCIATED DEVELOPERS, INC. Located in the Town of Hollywood, Charleston County, South Carolina*", and recorded January 2006 in **Plat Book EJ Page 478** Charleston County RMC Office

BK Y634PG506

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED
August 6, 2007
2:33:30 PM
BK Y634PG472
Charlie Lybrand, Register Charleston County, SC

Filed By:

Woody Law Firm, LLC
Attorneys at Law
622 Johnnie Dodds Blvd.
Mt. Pleasant SC 29464

Number of Pages:

35

DESCRIPTION	AMOUNT
DEC/COV/ETC	\$ 40.00
Postage	
TOTAL	\$ 40.00

DRAWER:

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DO NOT STAMP BELOW THIS LINE



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THE RULES AND REGULATIONS OF DEERFIELD HALL HOMEOWNERS ASSOCIATION, INC.

Deerfield Hall Homeowners Association, Inc., pursuant to Section 27-30-130 of the South Carolina Code of Laws, does hereby record the Rules and Regulations of Deerfield Hall Homeowners Association, Inc.

The Rules and Regulations are comprised of the following attached documents:

- 1. Section 1 – Various Rules – Effective July 1, 2015
- 2. Section 2 – Rules pertaining to late payment of annual assessment and failure to correct a policy violation – Effective September 1, 2015
- 3. Section 3 – Rules pertaining to installation of solar panels – Effective October 16, 2017
- 4. Section 4 – Rules pertaining to parking – Effective August 1, 2018

DEERFIELD HALL HOMEOWNERS ASSOCIATION, INC.

By: M. Todd Solomon
M. Todd Solomon, President

Witnessed By: Horace D. Kinsey
Horace D. Kinsey, Association Manager

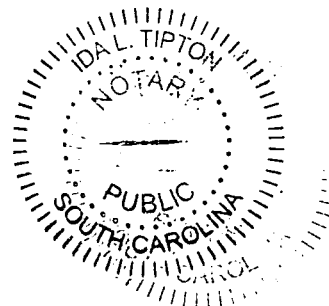
South Carolina, Charleston County

I Ida L. Tipton, Notary Public for the State of South Carolina, do hereby certify that M. Todd Solomon, acting as President of and on behalf of Deerfield Hall Homeowners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7th day of January 2019.

Ida L. Tipton
Signature of Notary Public

My commission expires: 7/6/2020



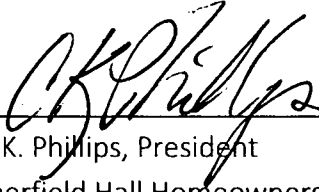
DEERFIELD HALL HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

It is the responsibility of each homeowner to keep Deerfield Hall a clean and safe neighborhood. With this in mind, the rules and regulations outlined below have been established.

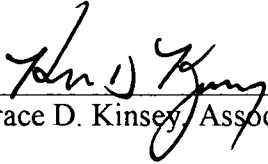
1. Each owner shall maintain the exterior of his/her building. This includes maintenance for buildings in need of painting or pressure washing, i.e. fading, peeling, mold or mildew. Any torn or missing screens are to be replaced; rotted or missing siding replaced; damaged or broken windows replaced; and missing shingles or shakes replaced.
2. Landscaping features on his/her lot are to be kept in a neat and orderly condition, including, but not limited to trimming shrubbery, mowing lawns, weed control, removal of litter, limbs and all other debris from lawns.
3. No inoperable or unlicensed cars, trucks, or other vehicles shall be parked or stored on lots other than in a closed garage or screened from view from adjacent lots by fencing or landscaping. No inoperable or unlicensed cars, trucks, or other vehicles shall be parked on Deerfield Hall streets.
4. It is against the law to ride ATV's on the streets of the neighborhood. Homeowners can call 843-743-7200 (Central Dispatch) and have a deputy respond to calls regarding anyone riding on the streets illegally. If you know who the violators are, you can pass the information to the call taker who will advise the responding deputy. You may also call the Property Management Company (843-869-4300) to report violations.
5. Garbage cans, refuse disposal containers and recycle containers shall be kept in a clean and sanitary condition at the rear of the dwelling.
6. Pets will not be permitted to interfere with the rights, comforts or convenience of other owners. Dogs are required to be on a leash at all times except that lot and homeowners may have pets off leash within their property boundaries. No pet owner shall permit a pet to relieve itself on any other owner's property or common areas. In the event that situation does occur the pet's owner is responsible for cleanup.

7. Any change or addition to the exterior of any residence must be approved by the Architectural Review Board. This includes building of fences. Contact the Property Management Company (843-869-4300) to request information on applying for approval.



C. K. Phillips, President
Deerfield Hall Homeowners Association

Witnessed By:



Horace D. Kinsey Association Manager

DEERFIELD HALL HOMEOWNERS ASSOCIATION

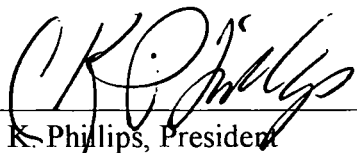
RULES AND REGULATIONS

Late payment fees.

Annual assessments are due at the end of the first month of the assessment period (January). A reminder will be sent out at the end of the second month of the period (February) to any owner who has not paid the assessment. A ten (\$10) dollar late payment fee will be assessed at that time to cover the cost of the reminder. All balances remaining due at the end of the third month of the period (March) will be charged a late fee of 1.5% per month.

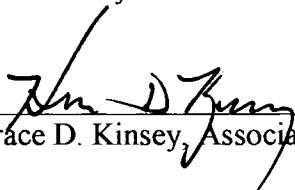
Failure to correct a violation of a Deerfield Hall policy as outlined in the covenants, by-laws or rules and regulations.

Upon receipt of a written notice that a violation of a policy exists, the Homeowner will have a set amount of time to correct the violation. If the violation is not corrected within that time, a fine of ten dollars (\$10.00) per day payable to the Deerfield Hall Homeowners Association will be assessed until the violation is corrected. The assessed fine will become payable along with the semi-annual home-owner assessment and will be subject to the same late fees as outlined in the payment policy in effect at that time.



C. K. Phillips, President
Deerfield Hall Homeowners Association

Witnessed By:



Horace D. Kinsey, Association Manager

DEERFIELD HALL HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

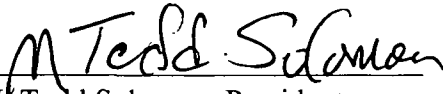
ADOPTED OCTOBER 16, 2017

INSTALLATION OF SOLAR PANELS

Owners wishing to install solar panels on their roofs must first apply to the Deerfield Hall Architectural Review Board for approval the same as with any other alteration or addition to the appearance of their home. Approval by the ARB will be based on the following criteria:

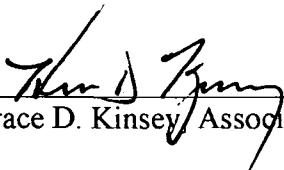
- Solar panels are to be placed on the rear-facing portion of the roof.
- No solar panels may be placed on the front-facing portion of the roof that may be visible from the street.

For homes with no rear-facing roof portions, the ARB may make special exceptions on a case-by-case basis. Such exceptions may prohibit the placement of solar panels on the section of roof nearest to and most visible from the street.



M. Todd Solomon, President
Deerfield Hall Homeowners Association

Witnessed By:



Horace D. Kinsey, Association Manager

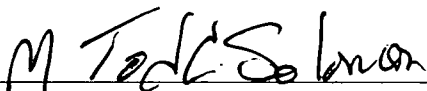
DEERFIELD HALL HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

ADOPTED JULY 16, 2018

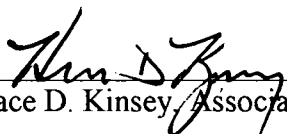
Parking

Parking is not allowed on any grass area if the vehicle is visible from the road. This does not apply to vehicles parked behind homes if the back yard has a privacy fence.



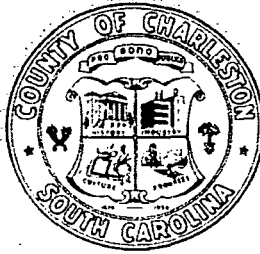
M. Todd Solomon, President
Deerfield Hall Homeowners Association

Witnessed By:



Horace D. Kinsey, Association Manager

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Request by Lots 19, 20, 21, 22 and 23 – Install fences with sides reducing from 6' to 4' with 4' along back line.

The Board approved the following plan: The front-line height will be 6'. The side height will be 6' from the front corner post to a point at least opposite the rear corner of the house. The height taper down to 4' over the next 8' length of fence. The remainder of the sides and the rear fence will be 4' in height. The fence will have a top railing to match other fences in the area. The type of fencing for the rear fence is the choice of the owner but must be approved by the ARB on an individual basis. Motion by Ed Scarano. Second by Matt Sanders. Approved.