

GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION, COUNTY OF CLARENDON, STATE OF SOUTH CAROLINA

THIS GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION (the "Declaration") is made this 9th day of December, 2010 by Wyboo Plantation Owners Association, Inc. (hereinafter referred to as "the Association").

WHEREAS, Wyboo Associates Limited Partnership ("Wyboo Associates") did execute that certain General Declaration of Covenants, Conditions, Restrictions, and Easements for Wyboo Plantation, dated December 14, 1990, and caused the same to be recorded in the Office of Clerk of Court for Clarendon County, South Carolina in Book A-197 at Page 243 (together with all amendments and supplements thereto, the "Original Declaration"), the provisions of which were made applicable to the "Property" as described therein as expanded to include other properties as therein provided; and

WHEREAS, Wyboo Associates made and executed that certain Assignment of Declarant's Rights Under Certain Covenants, dated March 30, 1992, and recorded in the office of the Clerk of Court for Clarendon County, South Carolina in Book A-219 at Page 202, by which Wyboo Associates assigned unto Wyboo Plantation Partnership ("Wyboo Partnership") all of Wyboo Associate's rights, reserved or otherwise, under and pursuant to the Original Declaration in conjunction with the sale of assets of Wyboo Associates which were related to or comprising Wyboo Plantation, pursuant to which Wyboo Partnership became possessed of all rights of Wyboo Associates as the "Declarant" reserved pursuant to the Original Declaration; and

WHEREAS, pursuant to that certain Assignment of Partnership Interest, dated January 6, 1995, and recorded in the office of the Clerk of Court of Clarendon County in Book A-268 at page 63, between Land Promotions, Inc. ("Land Promotions") and B & H Developers, Inc., Land Promotions acquired all rights, title, and interest formerly held by Wyboo Partnership, thereby acquiring all powers reserved for the "Declarant" in the Original Declaration; and

WHEREAS, pursuant to that certain Assignment of Declarant's Rights Under Covenants, dated December 31, 2003, and recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Book A-519 at Page 22, Land Promotions assigned to Charles D. Rhodes & Associates, LLC ("Rhodes") all rights as "Declarant" as provided in the Original Declaration, at which time Rhodes acquired all powers reserved to "Declarant" in the Original Declaration; and

WHEREAS, Wyboo Associates, Wyboo Partnership, Land Promotions and Rhodes each previously annexed additional property in Wyboo Plantation by virtue of certain annexation documents recorded in the Office of the Clerk of Court for Clarendon County, South Carolina; and

WHEREAS, the Association has succeeded to all of the rights, duties and responsibilities of Rhodes as "Declarant"; and

WHEREAS, the Association desires to make changes to the Original Declaration with this Declaration and intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property in Wyboo Plantation, and to provide a flexible and reasonable procedure and the administration, maintenance, preservation, use and enjoyment of the Common Area and Open Space within Wyboo Plantation; and

NOW, THEREFORE, the Association hereby declares that the Property which is described in Exhibit "A" attached hereto shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of the Property, and which shall touch and concern and run with title to the Property. This Declaration and all provisions hereof shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
IMPOSITION OF COVENANTS AND
STATEMENT OF PURPOSE

Section 1.01 Imposition of Covenants. The Association makes, declares, establishes and restates the following Covenants, conditions, restrictions and easements (collectively referred to as the "Covenants") that shall affect all of the Property. From this day forward, the Property shall be held, sold and conveyed subject to the Covenants. The Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property. Any Covenants existing under the previously recorded Covenants, and amendments thereto, previously deemed waived, shall be given full force and effect if restated herein.

Section 1.02 Statement of Purpose. These Covenants are imposed for the benefit of all Lot Owners within the Property. These Covenants create specific rights, privileges, and responsibilities that may be shared and enjoyed by all owners and occupants.

Section 1.03 Association's Intent. The Association desires to ensure the attractiveness of the Properties; to prevent any impairment of the Property; and to preserve, protect and enhance the values and amenities of the Property.

Section 1.04 Governance. The Association will be represented by a Board of Directors authorized to meet all Association obligations, establish the By-Laws and Rules and Regulations, and enforce the Wyboo Plantation Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations.

ARTICLE II
DEFINITIONS

The following terms as used in Wyboo Association Documents, are defined as follows:

Section 2.01 "Architectural Rules and Regulations" shall mean and refer to the guidelines and rules recommended by the Architectural Review Committee and approved by the Board of Directors.

Section 2.02 "Architectural Review Committee" or "ARC" shall mean and refer to the committee formed pursuant to Article VI to maintain the quality and architectural harmony of improvements in Wyboo Plantation. This committee was previously known as the Architectural Review Board or ARB.

Section 2.03 "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association that have been filed with the South Carolina Secretary of State to create the Association.

Section 2.04 "Assessments" shall mean and refer to Regular, Special, Shortfall, Non-Compliance and Default Assessments levied pursuant to Article IV to meet the estimated fiscal requirements of the Association. The term shall also refer to assessments for noncompliance with the Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations.

Section 2.05 “Association” shall mean and refer to the Wyboo Plantation Owners Association, Inc., a non-profit membership corporation, or any successor of the Association by whatever name, charged with the duties and obligations set forth in this Declaration.

Section 2.06 “Board of Directors” shall mean and refer to the executive body of the Association, that is, the governing body of the Association.

Section 2.07 “Building Lot” shall mean a Lot within Wyboo Plantation where a home shall be located, always subject to the prior written approval of the ARC.

Section 2.08 “By-Laws” shall mean and refer to the By-Laws of the Association which establish the methods and procedures of its operations.

Section 2.09 “Common Area” shall mean and refer to the real property owned by the Association for the collective use and enjoyment of all of the Members.

Section 2.10 “Community” shall mean the area known as Wyboo Plantation to include its Members and assets as a whole.

Section 2.11 “Custom Home Lot” shall mean those Lots upon which any home can be constructed that meets the ARC Rules and Regulations and receives ARC approval.

Section 2.12 “Easement” shall mean the right to make limited use of real property, belonging to the Association or to individuals, for a specific purpose.

Section 2.13 “Facilities” shall mean those physical Improvements upon Common Property within Wyboo.

Section 2.14 “Improvement(s)” shall mean and refer to all buildings and structures, parking areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and all other site work including without limitation, grading, road construction, utility work, removal of trees or plantings, and any exterior construction or exterior alteration that may not be listed above. “Improvement(s)” does not include turf, shrub or tree repair or replacement of a magnitude that does not change exterior colors or exterior appearance. “Improvement(s)” does include both original construction and all later changes.

Section 2.15 “Indemnify” shall mean to protect against damage or to make compensation for loss incurred.

Section 2.16 “Lot” shall mean and refer to a parcel of land designated for separate ownership on any recorded Plat of Wyboo Plantation.

Section 2.17 “Majority of votes” shall mean 50% plus one of votes cast, except as otherwise provided in this Declaration.

Section 2.18 “Maintenance Fund” shall mean and refer to the fund created by Assessments and fees levied pursuant to Article IV to provide the Association with the funds required to carry out its duties under this Declaration.

Section 2.19 “Manager” shall mean and refer to such person or entity retained by the Board of Directors to perform any functions that the Board may delegate.

Section 2.20 “Member” shall mean and refer to any person or entity owning a Lot within Wyboo Plantation.

Section 2.21 “Member in Good Standing” shall mean any Member who is not in arrears on any Assessments, including any assessment for non-compliance of Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations, or in violation of any of the Wyboo Plantation Documents as determined by the Board pursuant to its authority.

Section 2.22 “Mortgage” shall mean and refer to any mortgage, deed of trust or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 2.23 “Nuisance” shall mean any condition or activity that disturbs the peace, enjoyment, safety or comfort of the occupants of surrounding property or the Community.

Section 2.24 “Open Space” shall mean and refer to all real property designated as Open Space on any plat of Wyboo Plantation which is to remain in a natural and undeveloped state.

Section 2.25 “Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title or life estate to any Lot, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceeding.

Section 2.26 “Patio Home Lot” shall mean those Lots upon which only a home using one of the approved house plans for that subdivision may be constructed. Any exterior changes must be approved by the ARC.

Section 2.27 “Plat” shall mean and refer to any plat depicting the Property filed in the R.M.C. Office for Clarendon County, South Carolina.

Section 2.28 “Property” shall mean and refer to all land and Improvements to the land known as Wyboo Plantation and as described on Exhibit "A" attached hereto and made a part hereof.

Section 2.29 “Recreational Facilities” shall mean and refer to the recreational facilities or amenities owned by the Association.

Section 2.30 “R.M.C. Office” is the Register of Mesne Conveyance Office where deeds and mortgages are recorded.

Section 2.31 “Rules and Regulations” shall mean and refer to the guidelines enacted by the Board of Directors which shall govern the use of all Property, including Lots, in the Community.

Section 2.32 “Supplemental Covenants” shall mean and refer to additional or further restrictive Covenants imposed on a portion or portions of the Property.

Section 2.33 “Utilities” shall mean services provided to the Community such as, but not limited to, electricity, water, sewer, gas, telephone, cable for TV and/or Internet.

Section 2.34 “Wyboo Plantation” shall mean and refer to the planned community created by this Declaration, consisting of the Property and all of the Improvements located on the Property.

Section 2.35 “Wyboo Plantation Documents” shall mean and refer to the basic documents creating and governing Wyboo Plantation, including but not limited to this Declaration, the Articles of Incorporation and By-Laws of the Association, the Architectural Rules and Regulations and any procedures, rules, regulations or policies adopted under such documents by the Association.

ARTICLE III
THE ASSOCIATION

Section 3.01 Board of Directors. The Responsibilities and Powers of the Board shall be:

3.01.1 To manage the operations of the Association and convene the Annual Meeting within 20 days before the end of the fiscal year.

3.01.2 To manage and maintain the Common Areas and Open Spaces.

3.01.3 To establish Rules and Regulations subject to the provisions of this Declaration concerning the operation of, and conduct of persons within, Wyboo Plantation, including the Open Spaces and Common Areas, and all other Property. To establish rules governing the use of all Lots for the purpose of promoting the quiet peace and enjoyment of all Owners, or for the purpose of maintaining or enhancing the value of Common Areas or Lots.

3.01.4 To bring actions in law or equity on behalf of the Association.

3.01.5 To assess the Membership for Regular, Special, Shortfall, Non-Compliance and Default Assessments and to determine the amount of such Assessments.

3.01.6 To suspend the right of Owners and Occupants of any Lots from utilizing the Common Areas, Open Spaces and Recreational Facilities for:

.1 failing to pay an Assessment, including Non-Compliance Assessments; or

.2 failing to bring a violation of the Architectural Rules into compliance. Any such suspension shall remain in effect until the Owner complies with the Architectural Rule; or

.3 violating any Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations; which suspension shall not exceed 30 consecutive calendar days.

Section 3.02 Membership. Every Owner shall be a Member of the Association. Membership shall be associated with and may not be separated from ownership of any Lot. All of the Owners shall be entitled to rights of use, enjoyment and membership.

Section 3.03 Voting Rights

3.03.1 One vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners among themselves determine. The vote allocated to the Lot shall be suspended in the event more than one person or entity seeks to exercise the right to vote.

3.03.2 Voting Members. All Members in good standing shall be entitled to cast votes on matters pertaining to the Association that may be brought before the Association membership.

Section 3.04 Removal of a Director or Directors of the Board. A Director of the Board may be removed from office in a special election. Voting for the removal shall be by secret written ballot distributed to all members in good standing. A majority of votes cast will determine removal. Such a majority shall be documented in writing, to be filed with the Wyboo Plantation Documents. Upon removal, a special election shall be held pursuant to the procedures set forth in the By-Laws, to select a new Director(s).

Section 3.05 Compliance With Documents. Each Owner shall abide by and benefit from the Wyboo Plantation Documents.

Section 3.06 Rules and Regulations. The Association, acting through the Board of Directors, subject to the provisions of the Wyboo Plantation Documents, may adopt, amend and repeal rules, to be known as the "Association Rules," governing, without limitation:

3.06.1 The use of Common Areas and Open Space;

3.06.2 The use of Recreational Facilities;

3.06.3 The determination of what constitutes a nuisance or unsightly condition;

3.06.4 The control of animals;

3.06.5 The burning of open fires and use of fireworks;

3.06.6 Collection and disposal of garbage and trash;

3.06.7 The use of roads within the Community; parking restrictions and limitations;

3.06.8 The use and enjoyment of Lots to the extent that such use may affect the use, enjoyment and value of other Lots, Common Areas or Open Spaces within the Property;

3.06.9 Establishment of types of vehicles, times or other restrictions when those vehicles may be permitted to use the roads or any other area of the Property; and

3.06.10 A schedule of Assessments for Non-Compliance for infractions of the Association Rules.

A copy of the Association Rules shall be distributed to each member of the Association, and any change in the Association Rules shall be distributed to each member prior to the effective date of the change.

Section 3.07 Manager. The Association may employ or contract for the services of a Manager, provided that no employment shall be by a contract having a term of more than one (1) year, and each contract shall be subject to cancellation by the Association upon thirty (30) days or less notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures without prior approval or authorization of the Board. The Association shall not be liable for any omission or improper exercise by a Manager of any delegated duty, power or function.

Section 3.08 Ownership of Personal and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interests within Wyboo Plantation conveyed to the Association.

Section 3.09 Roads and Streets. The Association shall own and be responsible for the maintenance of the roads within Wyboo Plantation. All roads shall be part of the Common Area of the Association. The cost of maintaining these roads shall be included as part of the Regular or Special Assessment.

Section 3.10 Dedication of Common Area and Open Space. The Association may accept as conveyances, certain parts of the Property as Common Area or Open Space intended for common use by the Owners in Wyboo Plantation. Such designated areas shall, upon conveyance, be dedicated to the common use and enjoyment of Owners, residents, and guests.

Section 3.11 No Partition of Common Areas or Open Space. The Common Area and Open Space shall be owned by the Association, and no Owner shall bring any action for partition or division of the Common Area or Open Space. Nor shall any Owner bring any action for Adverse Possession. Any Owner who shall institute or maintain any such action shall be liable to the Association for its costs, expenses and reasonable attorneys' fees in defending such action.

Section 3.12 Association's Responsibility for Common Areas and Open Space. Subject to the rights of the Owners set forth in this Declaration, the Association shall be responsible for the management and control of the Common Areas and Open Space. Such property shall be kept in good, clean, safe and attractive condition.

Section 3.13 Books and Records. The Association shall make available for inspection, upon written request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the By-Laws. The Association may charge a fee for copying such materials.

Section 3.14 Implied Rights and Obligations. The Association may exercise any other right or privilege given or implied by the Wyboo Plantation Documents. The Association shall perform all of the duties and obligations imposed on it expressly by the Wyboo Plantation Documents.

ARTICLE IV ASSESSMENTS & FEES

Section 4.01 Creation of the Lien and Personal Obligations for Assessments. For each Lot owned within the Property, and each Owner by acceptance of a deed, agrees to pay to the Association:

4.01.1 Regular Assessments or charges levied by the Association for the purpose of funding the business of the Association that affects all of the Lots equally;

4.01.2 Special Assessments for Capital Improvements and other purposes;

4.01.3 Shortfall Assessments or assessments that may be levied by the Association for the purpose of funding any shortfall in the annual budget;

4.01.4 Non-Compliance Assessments or assessments that may be levied against an Owner's Lot for failure to comply with the Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations; and

4.01.5 Default Assessments that may be assessed against an Owner's Lot pursuant to the Wyboo Plantation Documents because the Association has incurred an expense on behalf of the Owner.

4.01.6 The Regular, Special, Shortfall, Non-Compliance and Default Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due.

Section 4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Wyboo Plantation and for the improvement and maintenance of the Common Area and Open

Space, including but not limited to the payment of taxes and insurance; repair, replacement and additions to any Improvements on the Common Area; reserve accounts; the cost of labor, equipment, materials, management and supervision and for salaries of Association employees; for the purpose of enforcing any restrictions under the Covenants, Conditions, and Restrictions, By-Laws and Rules and Regulations.

Section 4.03 Calculation of Regular Assessments. The Board shall prepare a budget in the last quarter of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the Assessments to be charged each Owner. The Board shall distribute the proposed budget to the Owners. The Board shall approve the budget in final form and shall determine, levy and assess the Association's Regular Assessments for the approaching year before the end of the fiscal year.

4.03.1 Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement and maintenance of any Improvements on the Open Space and Common Area that must be replaced on a periodic basis and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund and other purposes, and shall include any expected income and surpluses from the prior year.

4.03.2 The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any adjustments in collections will be processed retroactively by the Association.

Section 4.04 Regular Assessment Due Dates. The Regular Assessment shall commence as to all Lots on the first day of the fiscal year and be due within 30 days.

4.04.1 Regular Assessments will be fixed at a uniform rate for all Lots.

4.04.2 For newly platted Lots, the Regular Assessment(s) shall be prorated according to the number of months in the fiscal year.

Section 4.05 Special Assessments. In addition to the Regular Assessments, the Board of Directors may levy, in any fiscal year, one or more Special Assessments. Special Assessments are for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement or operation of an Improvement on the Open Space or Common Area.

4.05.1 The rate of the Special Assessment may be varied based on the Board's determination that a project or amenity, the use of which is limited to any group of Owners, more directly benefits a certain area or classification of the property. Assessments for any project or amenity, the use of which is limited to any group of owners, shall be levied only on those to whom it is available. The rate of the Assessment shall be uniform within each group so assessed.

4.05.2 Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least thirty (30) days prior to the due date.

4.06 The rate of the Shortfall Assessment will be based on the Board's determination as to how much funding is needed to cover the annual budget.

4.06.1 Notice of the amount and due dates for such Shortfall Assessments must be sent to each Owner at least thirty (30) days prior to the due date.

Section 4.07 Default Assessments. All Assessments and fines against an Owner, or any expense of the Association that is the obligation of an Owner, or which is incurred on behalf of the Owner, shall be a Default Assessment against the Owner's Lot.

Section 4.08 Patio Home Yard Maintenance. The Board of Directors will be responsible for securing a lawn maintenance agreement for the benefit of Patio Home Owners and determining the method of payment. Patio Home Lot owners can be covered under a lawn maintenance agreement.

Section 4.09 Effect of Nonpayment of Assessment. Any Assessment installment, whether pertaining to Regular, Special, Shortfall, Non-Compliance or Default Assessment, which is not paid within thirty (30) days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

4.09.1 Assess a late charge of at least fifteen (15%) per cent of the unpaid Assessment;

4.09.2 Assess an interest charge from the date of delinquency at the rate per annum of two points above the prime rate charged by the Association's bank, or such other rate as shall have been established by the Board;

4.09.3 Suspend the voting rights of the Owners during any period of delinquency;

4.09.4 Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

4.09.5 Bring an action at law against any Owner personally obligated to pay the delinquent installments; or

4.09.6 File a statement of lien, recorded with the R.M.C. Office for Clarendon County, South Carolina, with respect to the Lot, or foreclose the Lot as provided by law.

4.10 Subordination of the Lien. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by laws of the State of South Carolina. No sale or transfer shall relieve a Lot from liability for any Assessments or from the lien thereof.

4.11 Waiver of Appraisal Rights. Owners waive any applicable appraisal rights in any action brought by the Association to foreclose any lien.

Section 4.12 Exempt Property. The following portions of the Property shall be exempt from the Assessments, charges and liens created under this Declaration:

4.12.1 All properties to the extent of any easement or other interest therein dedicated and accepted by Clarendon County, South Carolina, and devoted to public use;

4.12.2 All utility easements; and

4.12.3 The Common Areas and Open Space and the Association Recreational Facilities.

Section 4.13 Statement of Status of Assessments. Upon fourteen (14) days' written notice to the Treasurer of the Association or to the Manager, and payment of a reasonable fee set by the Association, any Owner, prospective purchaser or Mortgagee of a Lot shall be furnished a statement of the account for such Lot, setting forth:

4.13.1 The amount of any unpaid Assessments, interest, late charges, costs, expenses and attorneys' fees then existing against a particular Lot;

4.13.2 The amounts of all the Assessments and the date through which each is paid; and

4.13.3 Any other information deemed proper by the Association.

ARTICLE V EASEMENTS

Section 5.01 Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Areas, Open Space, and Facilities subject to the easements set forth in this Article V.

5.01.1 Delegation of Use. Subject to Wyboo Plantation Documents, any Owner may delegate his right of enjoyment in the Common Areas, Open Space and Facilities to his tenants, family, or guests.

Section 5.02 Recorded Easements. The Property and all portions thereof shall be subject to easements shown on any recorded Plat of the Property.

5.02.1 Utility Easements. There shall be a general easement upon the Property for installation, replacement, repair and maintenance of all utilities that benefit Wyboo Plantation. No utilities may be installed or relocated permanently on the surface of the Property. Such utilities may be installed temporarily above ground during construction. Any utility company using this general easement shall perform its installation and maintenance activities as promptly and expeditiously as possible, and shall restore the surface to its original condition after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, the Association shall have the right and authority to grant such easement.

5.02.2 Emergency Easement. A general easement is hereby granted to all law enforcement, fire protection, ambulance and other similar emergency agencies to enter upon all streets and upon the Property in the proper performance of their duties.

5.02.3 Maintenance Easement. An easement is reserved to the Association and its employees to access any Lot as may be necessary to make emergency repairs or to perform the duties and functions of the Association.

5.02.4 Drainage Easement. An easement is reserved to the Association to access any portion of the Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels on the Property. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners or the Association to the extent possible, to perform such work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition following such work.

5.02.5 Irrigation. Irrigation systems may be constructed and maintained by the Association. The Association is granted the right to maintain these systems and to access Lots as necessary for this purpose.

5.02.6 Common Area and Open Space. The Association has the right to establish easements, over the Common Area and Open Space in the best interest of the Association.

Section 5.03 Easements – Golf Course Property. The Association hereby reserves for itself and for the benefit of any other person or entity operating or owning the Golf Course the following described easement:

5.03.1 Golf Cart Path Easement. The golf cart path easements designated as such on a Plat of the Property that shall be used for golf cart paths, pedestrian walkways, maintenance and vehicle access and unhindered access between said paths and the Golf Course. Nothing shall be placed or maintained in any golf cart path easement that shall interfere with utilization thereof as a playable part of the Golf Course.

5.03.2 Golf Course Easement. The golf course easement designated as such on a Plat of the Property, which shall be developed as part of the Golf Course for purposes of landscaping or the placement of Improvements. No Improvements shall be placed within a golf course easement without the prior written consent of the holder of the golf course easement.

The Association reserves the right to grant or deed such easement rights to the person or entity operating or owning the Golf Course and to impose such additional restrictions on the golf cart path easements and golf course easements at that time as may be required for the purposes of such easements. The reservation of the golf cart path easements and the golf course easements is made for the benefit of The Association, the operator of the Golf Course, the members and invited guests of the golf club associated with the Golf Course, and for associated maintenance, management and service personnel, for golf course and related recreational purposes.

Section 5.04 Easements Deemed Created. All conveyances of Lots made after the date of recordation of this Declaration shall be construed to grant and reserve the easements contained in this Article V, even though no specific reference to such easements or to this Article V appears in the instrument for such conveyance.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

Section 6.01 Membership. There shall be an Architectural Review Committee, ARC, that shall be responsible for the establishment and administration of the Architectural Rules and Regulations to carry out the purposes and intent of this Declaration. The ARC shall be composed of three to five (3-5) persons, who must be Members of the Association in good standing. All of the members of the ARC shall be appointed, removed and replaced with approval by the Board of Directors.

Section 6.02 Purpose. The ARC shall review, study and either approve or reject proposed Improvements on the property, all in compliance with this Declaration and as further set forth in the Architectural Rules and Regulations.

6.02.1 The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in this Declaration or in the Architectural Rules and Regulations.

6.02.2 No Improvements on the Property shall be erected, placed or altered on any Lot, nor shall any construction be commenced until plans for such Improvements have been approved by the

ARC. Improvements and alterations that are completely within a building may be undertaken without such approval.

6.02.3 The decisions of the ARC shall be conclusive and binding on all interested parties subject to appeal as provided in the By-Laws.

Section 6.03 Organization and Operation of the ARC.

6.03.1 Term. The term of office of each member of the ARC, subject to Section 6.01, shall be one (1) year, commencing on January 1 of each year and continuing until a successor has been appointed. Should an ARC member die, retire or become incapacitated, or in the event of an extended temporary absence of a member, a successor may be appointed as provided above.

6.03.2 Chair. The chair shall be elected annually from among the members of the ARC by a majority vote of said members. In the temporary absence of a chairperson, the ARC may appoint a temporary chairman.

6.03.3 Operations. The chair shall preside over and conduct all meetings and shall provide for reasonable notice to each member of the ARC prior to any meeting. A quorum shall consist of a majority of the committee members. The notice shall set forth the time and place of the meeting.

6.03.4 Voting. The affirmative vote of a majority of the members of the ARC shall govern its actions and be the act of the ARC..

6.03.5 Expert Consultation. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate. Any expenditure for such advice or consultation must have prior approval of the Board.

Section 6.04 Expenses. All expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the ARC, and such fees shall be collected by the ARC and remitted to the Association to help defray the expenses of the ARC's operation.

Section 6.05 Architectural Rules and Regulations. The ARC shall adopt, establish and publish Architectural Rules and Regulations that shall be a Wyboo Plantation Document. The Architectural Rules and Regulations shall be consistent with this Declaration and shall more specifically define and describe the design standards for Wyboo Plantation and various uses within Wyboo Plantation. The Architectural Rules and Regulations may be modified or amended by the ARC with Board approval. Compliance with the Wyboo Plantation design review process is not a substitute for compliance with South Carolina or the Clarendon County building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction.

6.05.1 As part of the Architectural Rules and Regulations, the ARC shall create and publish forms, checklists, time schedules for submissions, and a schedule of fees and fines for submissions and penalties.

6.05.2 The Architectural Rules and Regulations, established by the ARC and set forth in these Covenants shall govern the right of an Owner, developer or other entity to construct, reconstruct, refinish, alter or maintain any Improvement upon, under or above any of the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on the Property.

6.05.3 Approved Builders. All Improvements constructed on any Lot located within the Property of Wyboo Plantation shall be made by a builder approved by the ARC.

6.05.4 Continuity of Construction. All Improvements on the Property shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the ARC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within the required 12-month period, then after notice and hearing as provided in the By-Laws, the Association may impose a fine on the Owner of the Lot until construction is resumed, or the Improvement is completed, unless the Owner can prove to the satisfaction of the Board of Directors that such abandonment is for circumstances beyond the Owner's control. Such charges shall be a Default Assessment and lien as provided in Section 4.07. Landscaping shall be completed within ninety (90) days after the completion of an Improvement on a Lot or a fine may be levied against the Lot Owner.

6.05.5 The construction regulations portion of the Architectural Rules and Regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; waste and materials storage; excavation; drainage; utility lines; loading areas; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

Section 6.06 Penalties for Violations or Non-Compliance. Every violation of these Covenants is declared to be a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member shall be applicable. The ARC may seek any and all legal or equitable remedies available to it in the event of a violation of ARC Rules and Regulations or non-compliance with such regulations by an Owner. The ARC may assess a daily fine against an Owner, in accordance with the published fine schedule, for each event of non-compliance or violation, and collection of such shall be subject to enforcement under all provisions contained herein, including those that provide for such sums owed to become a lien on the Lot. Appeals shall be conducted as provided in the By-Laws.

6.06.1 In addition to the penalties stated above, the Association, upon request of the ARC and after reasonable notice to the offender and Owner, may remove any Improvement constructed, reconstructed, refinished, altered or maintained in violation of these Covenants, and the Owner of the Improvement shall immediately reimburse the Association for all expenses incurred in connection with such removal.

Section 6.07 Limitation of Liability. In addition to the limitation of liability as stated in Article 15.07, the ARC shall use responsible judgment in accepting or disapproving all plans and specifications submitted to it. Neither the ARC nor any individual ARC member shall be liable to any person for any act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC member acted with malice or wrongful intent. Approval by the ARC does not necessarily assure approval by the appropriate governmental board or commission for Clarendon County, South Carolina. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements.

Section 6.08 Design of Residences/Patio Homes. Those homes or Improvements constructed upon a Lot located within Northlake Cottages; Lake Arbu Village, including Deertrail Court; Oak View Villas; Oak Hill Patio Home Village; and the Village at Northlake Cottages, and any future Lots designated for Patio Homes, shall be designed and constructed in accordance with

one of the plans designated specifically for each of those subdivisions, as well as the Rules and Regulations adopted by the ARC pursuant to Article VI.

ARTICLE VII GENERAL COVENANTS AND RESTRICTIONS

The Property shall be used only for residential, recreational and related purposes set forth in this Declaration or Supplemental Covenants.

Section 7.01 Authority. The Association, acting through its Board of Directors, shall establish rules, standards and restrictions governing the use of Lots, Common Areas, and Open Space. Land use restrictions and standards are established by the Association. All standards and restrictions that substantially affect the land use of property must have prior written approval of the majority of the eligible Owners voting. Unless otherwise indicated, all such restrictions and standards apply to all types of Lots and shall be binding upon all Owners, employees, agents, guests and occupants. The Association may impose stricter standards than those contained in this Article. The Association shall have standing and the power to enforce such rules, standards and restrictions. In enforcing such Rules, Standards and Restrictions, the Association shall have the right to utilize any and all means of enforcement available or any combination thereof, including, but not limited to, an action at law, an action in equity, suspension of rights and privileges to Common Areas and Open Spaces, suspension of voting rights and the issuance of assessments for non-compliance.

7.01.1 All provisions of this Declaration and any rules and regulations or use restrictions that govern the conduct of Owners and that provide for sanctions against Owners shall also apply to all occupants of any Lot.

7.01.2 The Association may impose user fees for Wyboo facilities, including, but not limited to, community center, storage areas, boat ramps and lifts, garden lots, swim-pools, tennis courts, and parking facilities, if any.

Section 7.02 Vehicles, Parking and Garages. Owners shall park only in their garages or in the driveways serving their lots or designated areas in which parking may or may not be assigned. All commercial vehicles, tractors, motor homes and recreational vehicles, trailers (either with or without wheels), campers, boats and other watercraft must be parked entirely within the garage unless otherwise permitted by the Board.

7.02.1 Vehicles parked outside the owner's garage must be in operational condition and have current state registration.

7.02.2 Any vehicle or recreational equipment parked in violation of these rules and restrictions may be fined or towed by the Association at the sole expense of the Owner. The Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing. Neither its removal nor the failure of the Owner to receive any notice of said violation after reasonable efforts by the Board of Directors, shall be grounds for relief of any kind.

Section 7.03 The Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the Property as necessary for the operation and maintenance of Wyboo Plantation.

Section 7.04 Unsightly, Unkempt, or Nuisance Conditions. It shall be the responsibility of each Owner to maintain his or her property in a neat, safe and orderly manner. No Owner shall carry on, maintain, or suffer to exist, any condition or activity that will disturb the peace, quiet enjoyment, safety, or comfort of the occupants of surrounding property or the Community. No activity shall be carried out upon any Lot, nor shall anything be done thereon that causes danger, embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot or that interferes with the peaceful enjoyment of the Property or the Community. The Association shall be the sole and final arbiter of whether any activity or condition violates this section.

Section 7.05 Animals and Pets. No animals of any kind may be raised, bred, kept or permitted on any Lot for commercial purposes. Livestock and poultry are not permitted. Dogs, cats or other usual and common household pets, which are permitted outside the home, are limited to two (2) unless otherwise approved by the Board. Pets are not permitted to roam free, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to members of the community. Pets shall, whenever they are outside of their home Lots, be on a leash held by a responsible person. Owners shall be responsible for all clean-up after their pet. Owners shall not allow the build up of pet excrement on their property. Lot owners may be subject to fines, as determined by the Association, or other actions including removal of the animal.

Section 7.06 Signs. No sign or other advertising device of any nature shall be placed upon any part of the Property unless authorized by the Board of Directors. The ARC shall publish regulations concerning the display of any sign for the sale of real estate.

Section 7.07 Maintenance of Improved or Unimproved Lots. Each Owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and ground located on each Lot, in good condition and repair and in a neat and attractive manner. The Association or its employees shall have the right to enter upon any part of a Lot in order to cut, trim, prune or replace, at the expense of the Owner, any grassed area, hedge or other planting which, in the opinion of the Association, is unreasonably detrimental to the adjoining property, obscures the view of street traffic, or is unattractive in appearance. The Owner shall be given fifteen (15) days prior written notice of such action.

Section 7.08 Irrigation. No sprinkler or irrigation systems of any type that draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Property shall be installed, constructed or operated within the Property, unless approved in writing by the Board.

Section 7.09 Drainage. No Owner shall do or permit any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever that shall alter or interfere with the drainage pattern of the Property, unless approved in writing by the ARC.

Section 7.10 Clothes Lines, Garbage Cans, Tanks, Etc. All clothes lines, garbage cans, above-ground tanks and other similar items shall be located or screened so as to be concealed from view.

Section 7.11 Antennas. No exterior transmission or broadcast devices shall be placed, allowed or maintained upon any Lot of the Property. The Board may establish written guidelines for reception devices that are in compliance with the current FCC advisory on "Over-the-Air Reception Devices Rule." The Association may erect an aerial or other apparatus for a master cable or antenna system, security system or Wide Area Network.

Section 7.12 House Numbers and Mail Boxes. Each dwelling shall have a house number conforming to county regulations. Style and placement of mail boxes shall conform to US Postal Service guidelines.

Section 7.13 Mining. No boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals or gases shall be conducted upon the Property.

Section 7.14 Utility Lines. All telephone, electric, water, cable and other utility lines and connections between the main utility lines and the residence or other building located on each Lot shall be concealed and located underground.

Section 7.15 Guns and Firearms. The use of firearms within the Property is prohibited. The term "firearms" includes B-B guns, pellet guns and other firearms of all types, regardless of size.

Section 7.16 Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. Swimming pools are not permitted on Patio Lots.

Section 7.17 Buildings. Owners or occupants shall not place upon a Lot or any part of the Property any building other than the primary residence and attached garage.

7.17.1 All external changes to the original dwelling or garage, including, but not limited to, changes in color or design, additions, enclosure of porches, must conform to the ARC Rules and Regulations and have written approval of the ARC prior to execution.

7.17.2 All other structures and elements, whether attached to the house or on the Lot, not part of the original construction approved by the ARC, must conform to the ARC Rules and Regulations and have written approval of the ARC prior to execution. These additional improvements shall include, but not be limited to: patios, decks, porches, walls, fences, and landscaping elements and structures; awnings; recreation and play equipment; access accommodations; and pet elements.

Section 7.18 The Architectural Rules and Regulations. All Owners and their contractors shall comply with the Architectural Rules and Regulations.

Section 7.19 Water Supply, Well Limitation. The central water supply system operated by the utility company having a franchise for providing water to the Property shall be used as the sole source of household water on each Lot. Each owner, at his expense, must connect to the water distribution main provided to serve the Owner's Lot and shall pay any applicable charges established by the utility company. Wells, to be used for individual lawn irrigation and water source heat pumps, may be allowed if approved by the Board.

Section 7.20 Sewage Disposal. Each Owner of a Lot, at his expense, shall construct a septic disposal system on his Property that complies with all Department of Health and Environmental Control (DHEC) and Clarendon County regulations.

Section 7.21 Leasing. The Owner of a Residential Lot shall have the right to lease such Lot. Contact information for the lessee and lessor shall be provided to the Community Manager.

7.21.1 All leases shall be in writing and for a minimum term of ninety (90) days.

7.21.2 The lease shall be specifically subject to the Wyboo Plantation Documents, and any failure of tenant to comply with the Wyboo Plantation Documents shall be a default under the lease.

7.21.3 The Owner shall be liable for any violation of the Wyboo Plantation Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.

Section 7.22 Subdivision or Combination of Lots.

7.22.1 No Lot shall be subdivided, or its boundary lines changed except with the prior written approval of the Board. Any such division or boundary line change shall conform to the applicable county subdivision and zoning regulations.

7.22.2 Two or more adjacent Lots may be combined, with prior written approval of the Board, only for the purpose of constructing a single dwelling across or over said lots in such a manner as to prohibit future division that would enable a second dwelling to be constructed. This combined Lot then becomes, for the purpose of these Covenants, a single Lot. [see Section 3.03.1]

Section 7.23 Timeshare Prohibition. There shall be no timesharing or interval ownership of a Lot or building thereon. Timeshare or interval ownership shall mean and refer to the definitions of such ownership under the South Carolina Vacation Time Sharing Plan Act and any amendments thereto.

Section 7.24 Common Recreational Facilities: Covenants Not to Apply. The provisions of Section 7.01 through 7.23 shall not apply to the Wyboo recreational facilities. The Association may adopt rules and regulations governing the use and conduct of those facilities. The recreational facilities shall nevertheless have the benefit of the provisions of this Article VII.

ARTICLE VIII WATERFRONT AREAS, WETLANDS AND WATERWAYS

Section 8.01 Marinas. Boat slips in Wyboo Plantation marinas can only be owned, rented or used by Wyboo Lot Owners.

Section 8.02 Restrictions on Lakes and Lakefront Areas. Any Lot that abuts any lake, stream, or pond shall be subject to the following additional restrictions:

8.02.1 No pier, dock or other structure or obstruction or any wall, revetment, rip-rap or any other material shall be built, placed or maintained upon any waterfront Lot on or adjacent to the Property except with the specific written approval of the ARC.

8.02.2 Nothing may be constructed, placed or installed upon any Lot which shall in any way alter the course or natural boundaries of any stream or which shall involve or result in the removal of water from any lake, stream or pond except with the specific written approval of the Board.

8.02.3 No pier or dock abutting a Wyboo Lot can be rented to someone other than another Wyboo Lot Owner.

Section 8.03 Restrictive Covenants for Wetlands Buffer Zones. All Lots, Common Areas and Open Spaces that bound any body of water or wetland within Wyboo Plantation must comply with the US Army Corps of Engineers' conditions for Wetland Buffer Zones regarding excavation, filling and construction.

ARTICLE IX
INSURANCE, INDEMNITY AND FIDELITY BONDS

Section 9.01 Hazard Insurance. The Association shall obtain hazard insurance for all insurable Improvements, if any, on the Common Area in an amount equal to the full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation of personal property and other items normally excluded from coverage), which shall include all Building service equipment and the like, common personal property and supplies, and any fixtures or equipment within the Common Area.

Section 9.02 Liability Insurance. The Association shall obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability from property damage, bodily injury or death in connection with the operation, maintenance, use of the Common Area, Open Space or streets and roads within Wyboo Plantation, and legal liability arising out of lawsuits related to employment contracts of the Association.

Section 9.03 Officer Liability Insurance. The Association shall, as a Common Expense, maintain adequate general liability insurance for officers, directors and committee members.

Section 9.04 Other Insurance. The Association may obtain insurance against other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties, to include, but not be limited to, fidelity bonds, or workers' compensation insurance.

Section 9.05 Insurance Obtained by Owners. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to title insurance on their Lots, hazard insurance on the Improvements, personal property and furnishings located on their Lots, and for public liability insurance covering their Lots. No insurance coverage obtained by an Owner shall affect any insurance coverage obtained by the Association.

Section 9.06 Indemnity for Damages. Each Owner, in accepting a deed for any Lot, agrees to indemnify the Association for any damage caused by such Owner, or his agents to Common Property, Association Facilities or Utilities.

ARTICLE X
DAMAGE OR DESTRUCTION

Section 10.01 Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the Improvements on the Common Area upon damage or destruction as provided in this Article or a complete or partial taking as provided in Article XI. Acceptance by any grantee of a deed or other instrument of conveyance from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

Section 10.02 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the Common Area in Wyboo Plantation, the Association

shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the cost of repair and reconstruction. "Repair and reconstruction" shall mean and refer to restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 10.03 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 10.04 Funds for Repair and Reconstruction. The proceeds received by the Association for any hazard insurance shall be used for the purpose of repair, replacement and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Section 4.05, levy, assess and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

Section 10.05 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from Special Assessments provided for in Section 4.05 constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be placed in a Capital Improvement Fund or refunded at the discretion of the Board of Directors.

Section 10.06 Decisions Not to Rebuild. If Owners representing at least sixty-six (66%) percent of the total allocated votes in the Association agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then the Property shall be restored to a natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 10.07 Damage or Destruction Affecting Residential Lots. In the event of damage or destruction to the Improvements located on any Lot, the Owner shall promptly repair and restore the damaged Improvement to its condition prior to such damage or remove completely the damaged Improvement and restore the Lot to a natural state. If such repair, restoration or removal is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or restoration is commenced but then abandoned for a period of more than ninety (90) days, the Association may, after notice and hearing as provided in the By-Laws, impose a fine established by the Board on the Owner of the Lot, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be a Default Assessment and a lien against the Lot as provided in Section 4.07.

ARTICLE XI CONDEMNATION

Section 11.01 Rights of Owners. Whenever all or any part of the Common Area or Open Space shall be taken or conveyed under instruction from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceeds incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 11.02 Partial Condemnation, Distribution of Award, Reconstruction. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area or Open Space on which Improvements have been constructed, the Association shall restore or replace such Improvements unless Owners representing at least sixty-six (66%) percent of the eligible voters in the Association determine otherwise. The vote shall be taken within ninety (90) days of condemnation. If such Improvements are to be repaired or restored, the provisions in Section 10.05 regarding disbursement of funds shall apply.

Section 11.03 Complete Condemnation. If all of Wyboo Plantation is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Association created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area and Open Space shall be distributed to the Owners on a pro rata basis.

ARTICLE XII EXPANSION

Section 12.01 Reservation of Right to Expand. The Association reserves the right, but shall not be obligated, to expand the effect of this Declaration to include all or part of any Expansion Property. Any Expansion will require the approval of the Board of Directors and notification to all Members. The developer of this Expansion shall pay all taxes and other governmental assessments relating to the Expansion Property.

Section 12.02 Declaration of Annexation. Such expansion shall be accomplished by recording a Declaration of Annexation in the R.M.C. Office for Clarendon County, South Carolina, describing the real property to be acquired. Any such expansion shall be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. The Expansion Property shall be subject to all the Covenants, Conditions, and Restrictions contained in this Declaration. Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration shall be expanded automatically to encompass and refer to Wyboo Plantation as expanded. Such Declaration of Annexation may modify provisions of this Declaration as it applies to the Expansion Property. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided in Article XIV.

ARTICLE XIII ENFORCEMENT OF COVENANTS

Section 13.01 Violations Deemed a Nuisance. Every violation of this Declaration or any other of the Wyboo Plantation Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these Covenants shall be available.

Section 13.02 Compliance. Each Owner or occupant of any part of the Property shall comply with the provisions of the Wyboo Plantation Documents as may be amended.

Section 13.03 Failure to Comply. Failure to comply with the Wyboo Plantation Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to the delinquent party prior to commencing any legal proceedings.

Section 13.04 Who May Enforce. Any action to enforce the Wyboo Plantation Documents may be brought by the Board, the ARC, or the Manager in the name of the Association. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Wyboo Plantation Documents, then the aggrieved Owner may bring such action.

Section 13.05 Remedies. In addition to the remedies set forth in this Article, any violation of the Wyboo Plantation Documents shall give the Board, the ARC, or the Manager, on behalf of the Association, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist contrary to the interest and meaning of the Wyboo Plantation Documents. If the offense occurs on any easement, road or walkway, Common Area or Open Space, the cure shall be at the expense of the Owner or person responsible for the offending condition.

Section 13.06 Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 13.07 No Waiver. The failure of the Board, the ARC, or the Manager or any aggrieved Owner to enforce the Wyboo Plantation Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Wyboo Plantation Documents at any future time.

Section 13.08 No Liability. No member of the Board, the ARC, or the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Wyboo Plantation Documents.

Section 13.09 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Wyboo Plantation Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Wyboo Plantation Documents, or the restraint of violations of the Wyboo Plantation Documents, if the Association is the prevailing party, it shall be entitled to recover all costs incurred by it in such action, and such costs, including reasonable attorneys' fees shall be a continuing lien upon the Lot of such Owner.

Section 13.10 Right of Appeal and Resolution of Disputes. If any dispute or question arises between Members or between Members and the Board, the ARC, or the Manager relating to

interpretation, performance or non-performance, violation or enforcement of the Wyboo Plantation Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with procedures set forth in the By-Laws.

ARTICLE XIV DURATION OF THESE COVENANTS AND AMENDMENTS

Section 14.01 Terms. The Covenants and restrictions of this Declaration shall run with and bind the Property from the date this Declaration is recorded.

Section 14.02 Amendments. The Association may amend this Declaration at any time if an instrument in writing agreeing to the changes is approved by a majority of the eligible Owners casting votes.

Section 14.03 Termination. The written consent of at least two-third (2/3) of all eligible Owners shall be required to terminate the Association.

Section 14.04 Effective on Recording. Any modification or amendment shall be immediately effective upon recording in the R.M.C. Office for Clarendon County, South Carolina, unless otherwise provided therein.

ARTICLE XV PRINCIPLES OF INTERPRETATION

Section 15.01 Severability. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective without invalidating any other part.

Section 15.02 Construction. In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 15.03 Headings. The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 15.04 Registration of Mailing Address. Each Member must register his current mailing address with the Association. Alternatively, Members can request, in writing, to receive general notices and bills by email and may register their current email address with the Association.

Section 15.05 Notice. Notices or requests required by this Declaration shall be in writing. Notice to any Member shall be considered delivered and effective upon personal delivery or five (5) working days after posting to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Board, the Association, the ARC or the Manager shall be considered delivered and effective upon personal delivery or five (5) working days after posting to the Association, the Board, the ARC or the Manager at the address established by the Association. General notices may be sent by regular or electronic mail, as requested by each Owner.

Section 15.06 Waiver. No failure on the part of the Association to give notice of default or to exercise or to delay in exercising any right or remedy shall operate as a waiver. No waiver shall

be effective unless it is in writing, signed by the authorized officer of the Board on behalf of the Association, or the ARC, on behalf of the ARC.

Section 15.07 Limitation of Liability on Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses in connection with any action, suit or other proceeding to which he may be a party, by reason of being or having been an officer, director or committee member. The officers, directors, or committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith. The officers, directors, or committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that such officer, director or committee member may also be a Member of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any current or former officer, director or committee member may be entitled.

Section 15.08 Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control. In case of conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

Section 15.09 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by two thirds (66.6%) percent vote of the total Members casting votes. This Section 15.09 shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of the Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims or cross claims brought by the Association in proceedings instituted against it.

IN WITNESS WHEREOF, the Association has caused this General Declaration of Covenants, Conditions, Restrictions, and Easements for Wyboo Plantation to be executed on the day and year first above written.

WITNESSES:

Wyboo Plantation Owners Association, Inc.

S/ _____

By: S/ _____

Its: _____ President _____

S/ _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Wyboo Plantation Owners Association, Inc., by S/ _____, its President and authorized signatory, sign, seal and, as its act and deed, deliver the within written General Declaration of Covenants, Conditions, Restrictions, and Easements for Wyboo Plantation for the uses and purposes therein mentioned and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

S/ _____
Witness

SWORN to before me this
____ day of _____, 2010

S/ _____
Notary Public of South Carolina
My Commission Expires: _____

EXHIBIT "A"

BLOCK "A"

ALL those certain lots or parcels of land in Wyboo Plantation, Clarendon County, South Carolina, designated as Lots 9 through 43, Block "A" on a plat dated December 26, 1990, last revised March 16, 1992, and certified to Mitchell S. Freitag, SCRLS #11058, which plat was recorded in the Office of the Clerk of Court for Clarendon County, South Carolina, in Plat Book 44 at Page 125.

ALSO, all that certain piece, parcel or tract of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 67-80, together with those portions of "Plantation Drive" and "Ridge Lake Drive" abutting said lots, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, Phase I, Block A, Lots 67-80, Site Located in Clarendon County, South Carolina", which plat is dated February 26, 1992, and prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith. S.C.R.L.S. Number 3724 on February 29, 1992. For a more detailed description as to courses and distances, metes and bounds, reference is made to the above-described plat which is recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Plat Book 44 at Page 128.

ALSO all those certain pieces, parcels and lots of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 1-8, 81-102, and a 0.27 acre Easement, being part of Phase I, Block "A", together with those portions of "Plantation Drive" abutting the above described lots, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, a South Carolina Partnership, Site Located in Clarendon County, South Carolina, Phase I, Block "A", Lots 1-8, 81-97, 99-102, & Easement, Site Located in Clarendon County, South Carolina", which plat is dated February 27, 1992, and revised April 28, 1992, having been prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith, S.C.R.L.S. Number 3724. Said plat was revised April 28, 1992, to show Lot 98 which was not previously shown on the prior plat of this area of Wyboo Plantation which prior plat was recorded in Plat Book 44 at Page 129 in the Office of the Clerk of Court for Clarendon County, South Carolina. This plat is intended to supersede the previously recorded plat to which has now been added said Lot 98. For a more detailed description as to courses and distances, metes and bounds of the above-described Lots and Easement, reference is made to the above-described plat, as revised, which is recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Plat Book 44 at Page 174.

ALSO, that certain piece, parcel or tract of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 44-49 and Lot 66, together with those portions of "Reedy Court", "Ridge Lake Drive" and "Plantation Drive" abutting said lots, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, Phase I, Block A, Lots 44-49 and Lot 66, Site Located in Clarendon County, South Carolina", which plat is dated February 28, 1992, and prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith.

S.C.R.L.S. Number 3724 on February 29, 1992. For a more detailed description as to courses and distances, metes and bounds, reference is made to the above-described plat which is recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Plat Book 44 at Page 131.

ALSO, all of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, A Portion of Wyboo Plantation, Phase I, Block A, Lots 50-65 prepared by Associated Engineers and Surveyors. Inc. dated March 24, 1992, revised January 28, 1993, and recorded in the Office of the Clerk of Court of Clarendon County in Plat 45 at page 50. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann., Section 30-5-250.

BLOCK "B"

ALL those certain lots or parcels of land in Wyboo Plantation, Clarendon County, South Carolina, designated as Lots 1 through 14, Block "B" on a plat dated December 26, 1990, last revised March 16, 1992, and certified to Mitchell S. Freitag, SCRLS #11058, which plat was recorded in the Office of the Clerk of Court for Clarendon County, South Carolina, in Plat Book 44 at Page 126.

ALSO that certain piece, parcel or tract of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 15-22, together with those portions of "Ridge Lake Drive" abutting said lots, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, Phase I, Block B, Lots 15-22, & Easement Site Located in Clarendon County, South Carolina", which plat is dated February 26, 1992, and prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith. S.C.R.L.S. Number 3724 on February 29, 1992. For a more detailed description as to courses and distances, metes and bounds, reference is made to the above-described plat which is recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Plat Book 44 at Page 130.

ALSO, all those certain pieces, parcels and lots of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 23-37, together with those portions of "Ridge Lake Drive" abutting said lots, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, a South Carolina Partnership, Site Located in Clarendon County, South Carolina, Phase I, Block "B", Lots 23-37", which plat is dated March 24, 1992, and prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith, S.C.R.L.S. Number 3724, said plat being recorded on April 1, 1992, in the Office of the Clerk of Court for Clarendon County, South Carolina, in Plat Book 44 at Page 134. For a more detailed description as to courses and distances, metes and bounds of said Lots 23-37, Phase I, Block "B", Wyboo Plantation, reference is made to the above-described plat.

ALSO, all of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, A Portion of Wyboo Plantation, Phase I, Block B, Lots 38-43" prepared by Associated Engineers and Surveyors. Inc. dated June 1, 1993, and recorded in the Office of the Clerk of Court of Clarendon County in Plat 45 at page 117. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann., Section 30-5-250.

BLOCK "C"

ALL those certain lots or parcels of land in Wyboo Plantation, Clarendon County, South Carolina, designated as Lots 20 through 33, Block "C" on a plat dated December 26, 1990, last revised March 16, 1992, and certified to Mitchell S. Freitag. SCRLS #11058, which plat was recorded in the Office of the Clerk of Court for Clarendon County, South Carolina, in Plat Book 44 at Page 126.

ALSO that certain piece, parcel or tract of land situated, lying and being within Wyboo Plantation in Clarendon County, South Carolina, shown and described as Lots 5-19, 34-48 and Easement, together with those portions of "Wood Lake Drive" abutting said lots, the 0.25 acre easement area, and the fifty foot (50') proposed road, all of which are more particularly shown and described on that certain plat entitled "Final Plat of a Portion of Wyboo Plantation, Phase I, Block C, Lots 5-19, 34-48 & Easement Site Located in Clarendon County, South Carolina", which plat is dated February 28, 1992, and prepared by Associated Engineers and Surveyors, Inc. and certified to by Larry W. Smith. S.C.R.L.S. Number 3724 on February 29, 1992. For a more detailed description as to courses and distances, metes and bounds, reference is made to the above-described plat which is recorded in the Office of the Clerk of Court for Clarendon County, South Carolina in Plat Book 44 at Page 127.

ALSO, all of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, A Portion of Wyboo Plantation, Block C, Lots 49-57" prepared by Associated Engineers and Surveyors. Inc. dated July 6, 1993, and recorded in the Office of the Clerk of Court of Clarendon County in Plat 45 at page 116. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann., Section 30-5-250.

BLOCK "D"

All of those certain pieces, parcels of lots of land lying being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina and being designated as Lots 1 through 50 of Block D on a plat entitled "Final Plat of Lake Arbu Village at Wyboo Plantation, Block D, Patio Lots" by Associated Engineers and Surveyors, Inc. dated February 28, 1995 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Book 47 at Page 143. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann. Section 30-5-250.

ALSO, all of those certain pieces, parcels or lots of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, designated as Lots 51-62, inclusively, and being more particularly shown on a plat entitled "Plat of Wyboo Plantation, Block 'D' Extension," prepared by DuValle W. Elliott, RPLS, dated July 14, 1999, and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 59, Plat 1. Said plat is incorporated herein by reference pursuant to the provisions of S C Code Ann. Section 30-5-250.

BLOCK "E"

All of those certain pieces, parcels of lots of land lying being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina and being designated as Lots 1 through 12 of Block E on a plat entitled "Final Plat of Lake Arbu Village at Wyboo Plantation, Block E, Patio Lots" by Associated Engineers and Surveyors, Inc. dated February 28, 1995 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Book 47 at Page 144. Said plat is incorporated herein by reference Pursuant to the provisions of S.C. Code Ann. Section 30-5-250.

BLOCK "F"

All of those certain pieces, parcels or lots of land lying, being and situated in the County of Clarendon, State of South Carolina, as designated below and shown on a plat by Associated Engineers and Surveyors, Inc. dated December 10, 1996, entitled "Final Plat - Lake Arbu Village at Wyboo Plantation - Block F," recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 18, Plat 9:

<u>Lot #</u>	<u>Acreage</u>	<u>Lot #</u>	<u>Acreage</u>
1	.49 acre	15	.25 acre
2	.40 acre	16	.24 acre
3	.32 acre	17	.24 acre
4	.28 acre	18	.25 acre
5	.29 acre	19	.27 acre
6	.34 acre	20	.25 acre
7	.29 acre	21	.27 acre
8	.25 acre	22	.26 acre
9	.28 acre	23	.27 acre
10	.25 acre	24	.28 acre
11	.29 acre	25	.28 acre
12	.26 acre	26	.29 acre
13	.27 acre	27	.34 acre
14	.28 acre		

ALSO, all of those certain pieces, parcels or lots of land, lying, being and situated in Clarendon County, South Carolina, being shown on that certain plat prepared by DuValle W. Elliott, R.P.L.S., dated September 21, 2000, entitled "Plat of Lots 28 Thru 48, Wyboo Plantation Extension "F," Survey Completed September 21, 2000 for Wyboo Plantation," along with all roads and "Common Areas" depicted thereon. Said plat having been recorded in the Office of the R.M.C. for Clarendon County in Plat Cabinet A, Slide 72, at Plat 4, and is incorporated herein by reference pursuant to S.C. Code Ann. Section 30-5-250.

BLOCK "G"

All of those certain pieces, parcels or lots of land lying, being and situated in the County of Clarendon, State of South Carolina, as designated below and shown on a plat by Associated Engineers and Surveyors, Inc. dated December 10, 1996, entitled "Final Plat - Wyboo Plantation - Block "G" recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 19, Plat 1:

<u>Lot #</u>	<u>Acreage</u>	<u>Lot #</u>	<u>Acreage</u>
1	.19 acre	6	.22 acre
2	.14 acre	7	.21 acre
3	.14 acre	8	.19 acre
4	.13 acre	9	.18 acre
5	.16 acre	10	.26 acre

BLOCK "H"

All of those certain pieces, parcels or lots of land lying, being and situated in the County of Clarendon, State of South Carolina, as designated below and shown on a plat by Associated Engineers and Surveyors, Inc. dated December 10, 1996, entitled "Final Plat – Wyboo Plantation – Block "H" recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 19, Plat 2:

<u>Lot #</u>	<u>Acreage</u>	<u>Lot #</u>	<u>Acreage</u>
1	.53 acre	4	.43 acre
2	.52 acre	5	.37 acre
3	.56 acre		

BLOCK "I"

All of those certain pieces, parcels or lots of land lying, being and situated in the County of Clarendon, State of South Carolina, as designated below and shown on a plat by Associated Engineers and Surveyors, Inc. dated December 10, 1996, entitled "Final Plat – Wyboo Plantation – Block "I" recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 19, Plat 3:

<u>Lot #</u>	<u>Acreage</u>	<u>Lot #</u>	<u>Acreage</u>
1	.73 acre	6	.56 acre
2	.50 acre	7	.62 acre
3	.40 acre	8	.62 acre
4	.44 acre	9	.54 acre
5	.50 acre		

ALSO, all of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, Block 'I', Wyboo Plantation," by Associated Engineers and Surveyors, Inc. dated January 23, 1998, and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 32, Plat 5. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann, Section 30-5-250.

BLOCK "J"

All of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, Block J, Wyboo Plantation" by Associated Engineers and Surveyors, Inc. dated February 17, 1995 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 32, Plat 4. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann. Section 30-5-250.

BLOCK "K"

All of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "Final Plat, Block 'K', Wyboo Plantation" by Associated Engineers and Surveyors, Inc. dated January 23, 1998 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 32, Plat 3. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann. Section 30-5-250.

BLOCK "L"

All of those certain pieces, parcels or lots of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, designated as Lots 28-37, inclusively, and being more particularly shown on a plat entitled "Plat of Wyboo Plantation, Block 'L' Extension," prepared by DuValle W. Elliott, RPLS, dated August 17,1999, and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 58, Plat 10. Said plat is incorporated herein by reference pursuant to the provisions of S C Code Ann. Section 30-5-250.

ALSO, all of those certain pieces, parcels or lots of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, designated as Lots 1-27, inclusively, and being more particularly shown on a plat entitled "Plat of Wyboo Plantation, Block 'L'" prepared by DuValle W. Elliott, RPLS, dated August 17,1999, and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 62, Plat 5. Said plat is incorporated herein by reference pursuant to the provisions of S C Code Ann. Section 30-5-250.

BLOCK "M"

All of those certain pieces, parcels or lots of land, lying, being and situated in Clarendon County, South Carolina, being shown on that certain plat prepared by DuValle W. Elliott, R.P.L.S., dated November 1, 2000, entitled "Plat of Lots 1 Thru 47, Wyboo Plantation Block "M," Survey Completed November 1, 2000 for Wyboo Plantation," along with all roads and "Common Areas" depicted thereon. Said plat having been recorded in the Office of the R.M.C. for Clarendon County in Plat Cabinet A, Slide 72, at Plat 5, and is incorporated herein by reference pursuant to S.C. Code Ann. Section 30-5-250.

BLOCK "N"

All of those certain pieces, parcels or lots of land, lying, being and situated in Clarendon County, South Carolina, being shown on that certain plat prepared by DuValle W. Elliott, R.P.L.S., dated October 24, 2000, entitled "Plat of Lots 1 Thru 37, Wyboo Plantation Block "N," Survey Completed October 24, 2000 for Wyboo Plantation," each lot being bounded and measured as shown thereon, along with all roads and "Common Areas" depicted thereon. Said plat having been recorded in the Office of the R.M.C. for Clarendon County in Plat Cabinet A, Slide 72, at Plat 6, and is incorporated herein by reference pursuant to S.C. Code Ann. Section 30-5-250.

BLOCK "R"

All of those certain pieces, parcels, or lots of land, lying, being, and situated in Clarendon County, South Carolina, designated as Lots 1-20 on that certain plat entitled "Plat of Wyboo Plantation Block 'R', Survey Completed March 10, 2006, for C.D. Rhodes and Associates, LLC" prepared by DuValle W. Elliott, RPLS and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet E, Slide 1045, Plat 10.

NORTH LAKE COTTAGES

All of those certain pieces, parcels of lots of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina and being designated as Lots 1 through 32 on a plat entitled "Final Plat of North Lake Cottages" by Associated Engineers and Surveyors, Inc., dated September 29, 1992 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Book 47 at Page 12.

MISCELLANEOUS PROPERTY

All of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina containing 0.27 acres according to a plat prepared for Wyboo Plantation by Associated Engineers and Surveyors, Inc. dated February 20, 1995 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Book S-48 at Page 60. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann., Section 30-5-250.

All of that certain piece, parcel or lot of land lying, being and situated in Wyboo Plantation in the County of Clarendon, State of South Carolina, and being more particularly shown on a plat entitled "A Portion of Lake Arbu Drive, Plat Prepared for Wyboo Plantation" by Associated Engineers and Surveyors, Inc. dated February 17, 1995 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Book 47 at Page 142. Said plat is incorporated herein by reference pursuant to the provisions of S.C. Code Ann., Section 30-5-250.

All of that certain piece, parcel or lot of land lying, being and situated in the County of Clarendon, State of South Carolina shown as "Lake Arbu Drive" and containing 2.92 acres on a plat entitled "Plat Prepared for Wyboo Plantation" by Associated Engineers and Surveyors, Inc., dated December 9, 1996 and recorded in the Office of the Clerk of Court of Clarendon County in Plat Cabinet A, Slide 18, Plat 10.