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RMC OFFICE
CHARLESTON COUNTY, SC

CREEKSIDE PARK SUBDIVISION

COVENANTS AND BYLAWS



2006

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) AMENDMENT OF
) COVENANTS AND RESTRICTIONS
) OF CREEKSIDE PARK

KNOW ALL MEN BY THESE PRESENTS, that the majority of the owners of lots in Creekside Park Subdivision hereby declare that these covenants and restrictions amend, replace and supercede the Covenants and Restrictions dated August 26, 1968 and recorded in Book Y-90 at page 9, the Modifications Amendment of Restrictions dated October 3, 1969, and recorded in Book W-94 at page 107, the Covenants and Restrictions dated March 12, 1970 and recorded in Book R-95 at page 51, and Amended Covenants and Restrictions dated June 15, 1992 and recorded in Book Z214 at page 001, all of which are recorded in the R.M.C. Office for Charleston County.

1. These covenants and restrictions shall not be applicable to Lots 8 and 9, Block E, as shown on recorded plat or to a portion of the "Private Park" containing four and thirty-four hundredths (4.34) acres, all the property of Creekside Tennis and Swim or to such additional area of said Park which may hereafter be conveyed to said organization for six (6) additional tennis courts, which area is delineated and labeled "Reserved for Tennis Club" as shown on recorded plat.
2. The common properties shown as "Private Park," as "Reserved Lot," and as "Causeway to Shem Creek," as shown on recorded plat are specifically exempt from and are not subject to these covenants and restrictions except as hereinafter set forth.
3. These covenants and restrictions are to run with the land and are to be binding until January 2015, at which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or in part.
4. If any owner/renter, person, firm, or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for any person, firm, or corporation, including Creekside Park Common Property, Inc., owning any of the lots or common property or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm, or corporation: violating or attempting to violate the same, and both to prevent it or them from so doing and to recover damages or other dues/penalties for such violation. The party enforcing the covenants shall be entitled to recover attorney fees, court costs, and out of pocket expenses if he prevails. Failure to enforce any one or more of these covenants shall not be deemed a waiver of the right to do so thereafter.

The enforcement procedure for any such violation of covenants is as follows:
 A. The Board or a Committee designated by the Board shall send a letter to the owner/occupants that explains the nature of the violation(s) or breach of the

covenants, notifying the Owner that the violation(s) or breach must be cured within fifteen (15) days.

B. If at the end of the fifteen (15) day period or an agreed upon time period set by the Board with written consent of the owner/occupant, the violation(s) have not been corrected, the owner/occupant will receive a second notice, sent via Certified Mail, advising the Owner that he/she must comply within an additional fifteen (15) days or the Board will use the following compliance measures:

(1) Notice will be issued for the attendance of a Board hearing (or its designated compliance committee, which if any, must be comprised of a panel of at least three Board members,) at which time, the Board or designated committee shall determine a reasonable time period for compliance and/or refer the matter to the Architectural Review Committee;

(2) If the violation still exists or has not substantially been remedied, a fine/special penalty assessment shall be imposed in the amount of \$50 for the first infraction and up to \$100 for the second infraction and for each consecutive two-week period, unless an agreement between the Owner and the Board has been reached.

(3) If the fine(s) have not been paid and/or the violation or breach still exists, and/or if the violation reoccurs, the Board may institute legal action.

C. If after a period of fifteen (15) days from the date of mailing the second letter, the violation still exists or the Owner fails to substantially comply with the provisions of the violated covenant, the Board, at its discretion may institute the above measures.

5. Invalidation of any one or more of these covenants and restrictions by any Judgment or Court order shall in no wise affect any of the other covenants, restrictions or provisions which shall remain in full force and effect.
6. These covenants and restrictions can at any time and from time to time be altered, amended, modified or repealed in whole or in part upon the written consent of the recorded owner or owners of a majority of the lots, each lot owner to have one vote for each lot owned. In the case of multiple ownership of any one lot, only one vote per lot may be cast.
7. Appointment of the Architectural Review Committee, (hereinafter the ARC), and the establishment of rules governing the duties and activities of the Architectural Review Committee shall be the responsibility of the Board of Directors of Creekside Park Common Property, Inc. Failure to apply to the ARC for any construction plan approval or

building approval will necessitate the ARC to review the plans, and issue an advisory recommendation. The Board of Directors will then take the ARC recommendation under advisement for final determination. [See ARC Rules and Duties, By Laws Article VII. Section 3(b)]

8. No construction or alteration of any residence or other building (including such as walls, fences, swimming pools, and docks) shall be commenced nor shall any residence or other building be placed on any lot until the building plans, specifications, and plot plan showing the location of such building, the materials to be used, and the design thereof shall have been approved in writing as to location, materials to be used, and design so as to provide conformity and harmony of external design with existing structures in the subdivision. Such approval is to be obtained from the Architectural Review Committee.
9. No radio, television, microwave, or receiving and/or transmitting antenna, (e.g., satellite dishes) of any kind shall be erected, placed or altered on any lot in the subdivision until a complete description including size, design, style, and placement shall have been approved in writing as to size, design, style, and placement so as to provide aesthetic harmony, appearance, and appropriate screening out of view of neighboring homes within the subdivision. Such approval is to be obtained from the Architectural Review Committee.
10. New construction, alteration of existing building, or rebuilding of a residence or other building shall conform to the following:
 - 10a. All residences shall face and front on the street on which the lot fronts.
 - 10b. No residence without an attached garage or attached carport shall be located on any residential building lot nearer than thirty-five (35') feet to the front lot line, nor nearer than twenty (20') feet to a side street lot line, nor nearer than thirty-five (35') feet to the rear lot line.

A detached garage located fifty-five (55') feet or more from the minimum residence building setback line of thirty-five (35') feet may be located no nearer than six (6') feet from the side lot line nor nearer than six (6') feet from the rear lot line.

The side of a residence with an attached garage or carport may be located no nearer than six (6') feet from any side lot line while the other side or living area of the residence may be located no nearer than twelve (12') feet from any side lot line.

If an owner shall elect to use two or more lots for one residence, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining side lot lines and the setback of the structure. For the purpose of this covenant, eaves and steps located or situate on the street side, side street side or side of a residence shall not be considered as a part of the said residence but nothing herein contained shall be construed

to permit any portion of a building to encroach upon another lot.

- 10c. No residence erected on any lot shall contain less than two thousand two hundred (2,200) square feet of heated and air conditioned living area. Living area as herein set forth shall be exclusive of porches, decks, patios, porte-cocheres, breezeways and garages.
- 10d. None of the said lots shall be subdivided nor its boundary lines changed from the location on recorded plat; provided, however, that this reservation shall not apply to a situation where a resurvey of any lot or lots shall disclose errors of survey or draftsmanship in the recorded subdivision plat, or where through inadvertent bona fide error or mistake in precise and exact calculation by surveyor and/or a contractor, a permissible structure is erected either upon a lot line or so close to the same as the constitute a violation of Article 8; and the boundary line readjustment made necessary by such error or mistake is relatively minor leaving the general layout of the subdivision as a result of such change substantially unaffected; nor shall any portion of or any less than the whole of any of said lots be sold or conveyed save that any lot may be subdivided into two portions which portions shall be owned by the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; provided, however, that only one private detached single-family dwelling or one permissible structure, with another permissible building may be erected on the whole of the property, thus, combined into one lot.
- 10e. The exterior of all residences and other permitted buildings shall be of brick, wood siding, cedar shingles, cement fiberboard, (e.g., "hardy plank"), or stucco. Use of any other material requires approval of the Architectural Review Committee. Combination of materials, such as brick with some wood siding, requires approval from the Architectural Review Committee.
- 10f. No lot shall be used except for residential purposes, with the exception of activities licensed by the Town of Mt. Pleasant. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and a private garage.
- The outside material for such garage shall be compatible with the material used on the outside or exterior of the residence.
- Structures or improvements such as fences, walls, copings, swimming or wading pools, wharfs and/or docks may be permitted.
- 10g. Swimming pools and all attendant equipment shall not be located nearer than ten feet to any lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two feet above the established grade of the lot.

- 10h. Fences and boundary walls shall not exceed six (6') feet in height from the front building line to the rear property line. Walls and fences shall be constructed of material compatible with the exterior of the residence, and may not extend in front of the front building line.
- 10i. No building or structure of any kind or description shall be erected, placed or altered on any building plot in this subdivision unless the building plans, specifications, plot plan showing building placement and finished ground elevation, and materials to be used are in conformity and in harmony of external design with existing structures in the subdivision, as determined by the Architectural Review Committee.
- 10j. The rear elevation of each residence to be built on a lot whose rear lot line butts and bounds on the "Private Park," as shown on recorded plat, is to be architecturally pleasing and in harmony with and similar to the front elevation of such residence, as determined by the Architectural Review Committee.
- 10k. All sewage disposal shall be by connection to the public sanitary sewer system in place and operated by the Mount Pleasant Waterworks and Sewer Commission or its successor.
- 10l. No trailer, tent, shack, garage, barn or other building or outbuilding placed or erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any dwelling house be occupied unless fully completed.
- 10m. No used building which has been torn down and removed in units from any other location shall be erected or placed on any lot, but this shall not prevent the use of material which may have been salvaged from another building.
11. Easements are hereby reserved on, over, across, under, above and through such lots as are shown on the recorded plat for underground wiring, drainage, water and sewage installation and maintenance and for other utility purposes; easements are further reserved for the aforesaid purposes of six (6') feet in width along the rear and each side lot lines.
12. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
13. No stagnant water, stale garbage or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes or flies or otherwise prejudicial to health on any lot as shown on recorded plat shall be permitted by the owner of such lot.
14. No sign boards of any description shall be displayed on the lots herein described, with the exception of security system signs, invisible fence signs, or personal birth/congratulatory announcement signs, or "For Sale" or "For Rent," which signs shall not exceed two (2')

feet by three (3') feet in size and not more than two (2) "For Sale" or "For Rent" signs shall be on one lot at the same time. All signs are to be removed within seven (7) days of the date of the birth or congratulatory announcement, closing date, or the date of rental.

The Creekside "Yard of the Month" sign shall be exempt from these restrictions.

15. No use of any lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto. No waste or any substance or material of any kind shall be discharged into the common property, the creek or marshes within Creekside Park Subdivision or adjacent thereto. No person shall dump any garbage, trash or other refuse onto any of the common property or into any of the waterways, marshes or drainage ditches on or immediately adjacent to the property.
16. Trash, garbage, recycling or other waste shall be kept only in sanitary, containers, concealed from street view. No owner shall permit or cause any trash or refuse to be kept on any portion of a lot. Every effort shall be made to return bins or containers out of view until the day prior to pick up to the day after pick up.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed six months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view. During the course of construction, sites are to be kept free of unsightly accumulation of rubbish and scrap materials which shall not be allowed to blow in the wind.

No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any lot or on the common property.

No trash, leaves, grass, tree limbs, wood, or other debris is to be placed on any esplanade (island within a subdivision street), or other common area to await pick-up by the town.

17. Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering and mowing and edging of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, including mailboxes, all in a manner and with such frequency as is consistent with safety and good property management. Areas maintained shall specifically include all easements on each lot, as well as the street right-of-way between the lot line and the masonry curb. Maintenance of these areas shall be to the same degree of maintenance as each lot receives. Yard maintenance products, materials and equipment

shall be stored out of view from any street when not in use.

18. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or screened from view. Air conditioning units at grade must be shielded from street view.
19. Homeowners may keep household pets, in accordance with the ordinances and laws of the Town of Mount Pleasant.
20. Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits do not include the raising of crops for marketing or sale. No such garden or portion thereof shall be planted or allowed to remain on common property or in front of the front corners of any house on any lot.
21. No all-terrain vehicles, regardless of whether they have three, four, six or more wheels, dirt bikes, go carts, and golf carts shall be operated on any esplanade, or common property within Creekside Park Subdivision. No motorcycles or mopeds shall be allowed on any street within Creekside Park Subdivision unless the same shall have met all licenses, safety, insurance, and noise requirements of the Town of Mount Pleasant and the State of South Carolina. Further, no motorcycles or mopeds may be operated on any esplanade or common property within Creekside Park Subdivision.
22. No resident motor vehicle shall be parked upon any esplanade or common property within Creekside Park Subdivision, except for designated parking areas at the Reserved Lot and the Causeway to Shem Creek. No resident motor vehicle shall be parked or left overnight on any street or common property within Creekside Park Subdivision.
23. No resident's motor home, recreational vehicle, trailer house, habitable motor vehicle of any kind, school bus, truck (other than vans or pickups of three-quarter ton capacity or less), shall be parked within Creekside Park Subdivision unless it is inside a resident garage and the garage door is closed.

A short-term non-resident guest of a resident may park a habitable recreational vehicle in the driveway of the resident's lot for the duration of the guest stay, not to exceed seven days in any calendar month.
24. The use of fireworks within Creekside Park Subdivision shall not be permitted except on July 4th and New Year's Eve each year. Use of weapons of any kind, and by any method, including but not limited to, firearms, pellet and "BB" guns, sling-slots, cross-bows, snares, bows and arrows or manually propelled missiles is prohibited in common areas, and in privately owned areas, in compliance with the laws and ordinances of the Town of Mt. Pleasant.

25. No dwelling on any lot may be used for any vacation or time-sharing plan.

26. No residence in Creekside Park Subdivision may be rented, or otherwise used, other than a single family residence. In the event that property is to be rented, it shall be the owners' responsibility to give the Board written notice of the owners' current residence, and written notice of the renters' name(s).

It is assumed that all property is owner-occupied unless the Board is given written notice of other occupants. It is the owners ultimate responsibility for compliance with the Declaration of Covenants and the Amended Covenants.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CREEKSIDE LAND COMPANY, a Limited Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Mount Pleasant, County of Charleston, State of South Carolina, which is more particularly described as:

Creekside Park Subdivision, Town of Mount Pleasant, as shown on plat of E.M Seabrook, Jr., Inc., Civil Engineer and Land Surveyor, labeled "Creekside Park, Town of Mount Pleasant, S. C. , Composite Plate of Creekside Park," dated October 28, 1971 and recorded in Plat Book AB, page 79 on November 10, 1972 in the RMC Office for Charleston County.

SAVING AND EXCEPTING, these covenants and restrictions shall not be applicable to a portion of the "Private Park" containing four and thirty-four hundredths (4.34) acres, as shown on abovementioned plat, nor to Lots 8 and 9, Block E, as shown on a plat of E.M. Seabrook, Jr., Inc., dated February 21, 1970 and recorded in said RMC Office in Plat Book Z, page 98, all being property of the Charleston Tennis Club; and

ALSO SAVING AND EXCEPTING, these covenants and restrictions shall not be applicable to such additional area of said park which is delineated and labeled "Reserved for Tennis Club:", on plat of E.M. Seabrook dated October 28, 1971 and recorded in Plat Book AB, page 79, nor to any lots shown on said plat which have been previously conveyed.

NOW THEREFORE, Declarant hereby declares that all of the properties described above, not previously conveyed or otherwise excepted, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or

any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof; and that the following easements, restrictions, covenants, and conditions are in addition to all previous easements, restrictions, covenants and conditions.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Creekside Park Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, and which the Declarant hereby covenants itself, its heirs and assigns, that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances not later than January 1, 1975 is described as follows:

ALL that piece, parcel or tract of land, situate, lying and being in Creekside Park Subdivision, Town of Mount Pleasant, County of Charleston, State of South Carolina, containing 21.3 acres, more or less, as shown on plat of E. M. Seabrook, Jr., Inc., P.E. & L.S., dates October 28, 1971 and recorded in the RMC Office for Charleston County for Plat Book AB, page 79, and labeled "Private Park", however

SAVING AND EXCEPTING that tract of 4.34 acres, more or less, of the Charleston Tennis Club as shown on above-mentioned plat; and that lot of land in Private Park 140 feet in width and 310 feet in depth labeled "Reserved for Tennis Club" as shown on abovementioned plat.

-ALSO-

All that piece, parcel or lot of land shown as RESERVED LOT on said plat and all of Declarant's right, title and interest, if any, in and to the "Causeway to Shem Creek" and the marshlands lying between the projection from the Southeast corner of said Reserved Lot S15 degrees 09'E to Shem Creek and from the Southwest corner of said Reserved Lot S15 degrees 09'E to Shem Creek.

-ALSO-

SAID Private Park is subject to 20 foot walking easement, shown on said plat, commencing at the north western most corner of said Charleston Tennis Club Tract of 4.34 acres extending westward and terminating on tract labeled "Reserved for Tennis Club" and being appurtenant thereto, all of which is shown on said plat; said easement being an easement of necessity for ingress and egress to said tract "Reserved for Tennis Club", and said easement being expressly limited to ingress and egress by walking and to ingress and egress of maintenance equipment; said easement not to be exclusive to Tennis Club use and not to interfere in any way with normal use of "PRIVATE PARK".

-ALSO-

SAID "Private Park" and "Reserved Lot" are subject to utility and drainage easements as shown on abovementioned plat.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Creekside Land Company, a Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use the common area and any recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by Seventy-Five (75%) percent of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facility to the members of his family, his guest as approved by the Association, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the

Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Class A. Members shall be all Owners and residing spouses, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANT FOR MAINTENANCE AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, is deemed therefor, whether or not it shall be so expressed in such deed, or each owner of any Lot who adopts this Declaration of Covenants, Conditions and Restrictions expressed in such deed or other instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments as penalties for violations of Restrictive Covenants. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Maintenance Assessment. Until January 1, 1974, the maximum annual assessment shall be fifty (\$50.00) dollars per lot.

(a) From and after January 1, 1974, the maximum annual assessment may be increased each year without a vote of the membership from 3% to a maximum of 10%, above the assessment allowed for the previous year or 3% above Fifty (\$50.00) dollars, whichever amount to be greater.

(b) The Board of Directors may fix the annual assessment at an amount less than the maximum annual assessment as set forth in sub paragraph (a) above.

Section 4. (a) Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessment as penalty for violation of Restrictive Covenants In addition to the

above annual assessments, the Board or its authorized committee, may levy assessments/fines for violations of the Restrictive Covenants. These assessments/fines are more fully outlined in Section 4 of the Amended Covenants.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Notice of Meeting. Appropriate written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered (hand delivered, mailed, emailed, or sent by facsimile), not less than fifteen (15) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the personnel calling the meeting, to each member of the Corporation at his address as shown on the records of the Corporation. A member may, in writing, signed by him or by oral declaration, waive notice of any meeting before or after the date of the meeting stated therein. The presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Maintenance and Capital Improvements

Assessment: Due Dates. The annual assessment provided for herein may commence as to all Lots on the first day of the month following the conveyance of the Common Area or as soon thereafter as a Resolution of the Board of the Association may direct. The first annual assessment shall be

adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Maintenance, Capital Improvements, or Special Penalty Assessments: Remedies of the Associations. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven (7%) percent per annum. The Association may bring action at law against the Owner personally to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V
GENERAL PROVISIONS

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

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

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by owners of not less than eighty (80%) percent of the Lots, and thereafter by an instrument signed by owners of not less than seventy (70%) percent of the Lots. Any amendment must be recorded.

Section 4. Annexation.

(a) Lots of record Owners shown on said "Composite plat of Creekside Park" dated October 28, 1971 and recorded in said RMC Office in Plat Book AB, page 79 on November 10, 1972 conveyed by the Declarant prior to the recording of this Declaration may be annexed to these "Properties" by said lots being subjected to these Declarations by record owner or owners.

(b) The 5.66 acres owned by the Declarant and shown on plat of E.M. Seabrook, Jr., Inc.

and recorded in the RMC Office for Charleston County in Plat Book O, page 56, and being adjacent to the Western Boundary of Creekside Park may be annexed to this property upon its being subjected to these Declarations by Declarant, Creekside Land Company, a Limited Partnership.

(c) Additional residential property, properties located on Equestrian Drive or Wharf Indigo, and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

CREEKSIDE PARK COMMON PROPERTY, INC.

BY-LAWS

ARTICLE I

MEMBERS

Section 1. Membership in the Corporation. KNOW ALL MEN BY THESE PRESENTS, that the majority of the owners of lots in Creekside Park Subdivision hereby declare that these By-Laws amend, replace, and supercede any and all By-Laws of Creekside Park Common Property, Inc.

The members of Creekside Park Common Property, Inc. (hereinafter referred to as "Corporation") shall be every lot owner as defined in The Declaration of Covenants, Conditions and Restrictions, dated November 30, 1972, and recorded in Book S-100 at page 332 in the RMC Office or Charleston County, and as defined further in Section 2 of this Article I.

Section 2. Membership Classes and Voting Rights. There shall be one(1) class of voting membership in the Corporation as follows:

All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. A non-owner spouse who occupies the property shall be a voting member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Any vote shall not be voted in fractions, but the record owners, if there be more than one (1) shall unanimously determine how the vote shall be cast. Fractional votes will not be counted and will be disqualified.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held on or around the first Wednesday in February of each year. Such annual meetings shall be held for the purpose of electing directors and officers and for the transaction of such other business as may come before the meeting.

Section 2. Special Meeting. Special meetings of the members may be called by the President, the majority of the Board of Directors or members of the Corporation holding not less than one-fourth of the votes.

Section 3. Place of Meeting. The Board of Directors may designate any location within the Town of Mount Pleasant, South Carolina as the place for any annual meeting or special meeting called by the Board of Directors, and the President may designate any location in the Town of Mount Pleasant as the place for any special meeting called by him.

Section 4. Notice of Meeting. Appropriate written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered (hand delivered, mailed, emailed, or sent by facsimile), not less than fifteen (15) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the personnel calling the meeting, to each member of the Corporation at his address as shown on the records of the Corporation. A member may, in writing, signed by him or by oral declaration, waive notice of any meeting before or after the date of the meeting stated therein.

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

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Corporation. The quorum required for any action which is subject to a vote of the members at an open meeting of the Corporation shall be as follows:

The first time a meeting of the members of the Corporation is called to vote on a particular action proposed to be taken by the Corporation the presence at the meeting of members entitled to cast twenty-five(25%) percent of the total vote of the membership shall constitute a quorum. If a quorum is not convened upon such first meeting, at a second called meeting to consider the same issue, a quorum shall consist of fifteen (15%) percent of the vote of the total membership.

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

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by the directors. The directors shall be either members of the Corporation or spouses of members of the Corporation.

Section 2. Number and Tenure. Seven (7) directors shall be elected as District Representatives to numbered seats from geographical districts for three year staggered terms.

<u>Dist.#</u>	<u>Name of District</u>	<u>Block</u>	<u>Lots</u>
1	Shetland	D E	1-9 77-91
2	Tennis Club	A B E	1-10 1-3 1-13
3	Kirk	B E	4-7 14-32
4	Shem Creek	C E	1-18 33-38
5	Angus	C E	19-27 39-51
6	Scotland	C E	28-37 52-64
7	Dragoon	C D E	38-40 10-17 65-76

The remaining four (4) directors shall be elected as Officers: the President, Vice President, Secretary, and Treasurer, and they shall be elected by the members of the Corporation at each annual meeting to their respective offices and as directors at large, for one (1) year terms as follows:

OFFICERS

President
Vice President
Secretary
Treasurer

DIRECTOR SEAT

1st at Large
2nd at Large
3rd at Large
4th at Large

Any vacancy occurring in any Board of Directors shall be filled by Board appointment of an interim director who shall hold office until the next annual meeting of the members of the Corporation. At that time a director shall be elected to serve until the expiration of the term of director whose position became vacant during the preceding year.

The Vice President shall succeed to the Office of President in the event of that vacancy.

Section 3. Election to the Board of Directors. Each residential lot shall be allocated one (1) vote for each board member at large and one (1) vote for a board member from each geographical district. No vote shall be voted in fractions, but the record owners, if there be more than one (1), shall unanimously determine how the vote shall be cast. Fractional votes will not be counted and will be disqualified.

Section 4. Annual Board Meetings. The Board of Directors shall hold their annual meeting on or around the first Wednesday in March of each year. The Board of Directors may provide by resolution the time and place for holding of additional regular meetings of the Board without notice.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any three (3) directors by giving notice thereof as provided in Section 6 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location in the Town of Mount Pleasant as the place for holding such special meeting. The purpose of any special meeting shall be stated in the notice.

Section 6. Notice. When notice of any meeting of the Board of Directors is required such notice shall be given at least five (5) days prior to such meeting by appropriate written notice delivered personally or sent by mail or email or facsimile to each director at his address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail in a sealed envelope properly addressed. Any director may waive notice of any meetings before or after the time of the meeting stated therein and attendance of the director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice or waiver of notice of such meetings, unless specifically required by law, the Articles of Incorporation, these By-Laws or the Covenants.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board:

Section 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The president shall vote only in the event that vote of the Board of Directors would otherwise be a draw, a tie or a deadlock.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be reimbursed for his actual expenses incurred in the performance of his duties as director; but nothing herein contained shall be construed to preclude any director serving the Corporation in any other capacity and receiving compensation therefore.

Section 10. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the directors, which consent shall be filed with the secretary of the Corporation as part of the corporate records, together with proof of notice to all directors.

Section 11. Removal of Directors and Officers. Any director or officer may be removed from the Board of Directors, with or without cause, by the majority vote of the members of the Corporation. The vacancy thus created by such a removal shall be filled as provided in Section 2 of this Article III.

Section 12. Open Board Meetings. All Board meetings shall be open to members. Appropriate notice to be posted on sign three days in advance of meeting date.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish reasonable rules and regulations governing the use of the Common Areas, as defined in the Covenants, and the personal conduct of the members and their guest thereon, and to establish penalties, as specified in Paragraph 4 of the Amended Covenants, for the infraction thereof, subject to revision by members by majority vote at annual meetings of members;

(b) enforce the Covenants, pursuant to the adopted penalties set forth in Paragraph 4 of the Covenants. The Board of Directors may appoint a Committee to assist it in the enforcement of Covenants;

(c) suspend the voting rights and right to use of the Common Area as defined in the Covenants of a member during a period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and

hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(d) exercise for the Corporation all powers, duties, and authority vested in or delegated to the Corporation and not reserved to the membership by other provisions for these By-Laws, the Articles of Incorporation or the Covenants; and

(e) employ independent contractors and prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors

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

(b) to supervise all officers and agents of the Corporation, and to see that their duties are properly performed;

(c) as more fully provided in the Covenants, to

(1) recommend the amounts for all special assessments;

(2) establish the amount of annual assessment before the annual meeting of the members, such annual assessment due date to be the date of the annual meeting of the members;

(3) send written notice of all assessments and dates due to every owner subject thereto;

(4) in the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

(d) to procure and maintain adequate liability and hazard insurance on property owned or leased by the Corporation;

(e) to cause all officers having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) to cause the Common Area as defined in the Covenants to be maintained or improved;

(g) to require the signatures of two (2) officers on all disbursements of the Corporation funds exceeding one thousand dollars (\$1,000.00) each;

(h) to ensure that each new lot owner in the subdivision receives a copy of the Covenants and of the By-Laws; and

(i) to appoint an Architectural Review Committee.

ARTICLE V

MERGER AND CONSOLIDATION

To the extent and in the manner provided by law, the Corporation may participate in mergers and consolidation with other non-profit associations, provided, however, that any such mergers or consolidation shall require approval by the vote of two-thirds (2/3) of the membership.

Upon merger or consolidation of the Corporation with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, may, by operation of law, be added to the properties of the Corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall without limitation, increase the maximum limits on assessments and dues of the Corporation, or change any other matter substantially affecting the interest of members of the Corporation, unless two-thirds (2/3) of the membership vote to increase such assessments and dues.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. The only office held by the same person may be the Secretary and Treasurer of the Corporation. Officers appointed by the Board of Directors may be, but need not be, directors of the Corporation. All officers shall be members of the Corporation or the spouse of a member.

Section 2. Elections. The President, Vice President, Secretary, and Treasurer of the Corporation shall be elected annually at the annual meeting of the membership. Candidates for these offices shall be nominated either by (a) resolution of a nominating committee appointed by the Board of Directors, or (b) nomination from the floor during the annual meeting, provided the nominee(s) shall have consented to serve if elected.

Section 3. Term. An officer's term will be for one (1) year. An officer will not be eligible to be re-elected to the same office for more than three (3) consecutive terms.

Section 4. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, with the exception of those officers elected by the membership.

Section 5. Powers and Duties. The officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such duties as may, from time to time, be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Corporation.

Section 6. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

COMMITTEES

Section 1. Committees. The following standing committees, composed of at least one (1) director who is a District Representative, and at least two (2) non-director members of the Corporation, shall be appointed by the President with the consent of the majority of the Board at the annual meeting of the Board of Directors in March:

- (a) Finance Committee, chaired by the Treasurer
- (b) The Park and Grounds Committee
- (c) Reserved Lot and Boat Landing Committee
- (d) Tennis Club Liaison Committee
- (e) Government Liaison Committee
- (f) Social Committee
- (g) Architectural Review Committee
- (h) Covenant Committee, which will consist of at least three (3) Directors

Section 2. Other Committees. Other committees may be established by the President, upon the advice and consent of the Board of Directors.

Section 3. Rules. Each committee may adopt rules for its own government consistent with the terms of the resolution of the Board of Directors, or designating the committee, or with rules adopted by the Board of Directors, or established by the Articles of Incorporation, the Covenants, or the By-Laws.

(a) Where appropriate, the Finance Committee shall obtain a proposed operating budget from each committee chairman and each officer for inclusion in a proposed annual budget for the Corporation. The Board will review the proposed annual budget presented by the Finance Committee, make whatever changes it considers appropriate, and adopt a budget.

Commitments and expenditures against the budget will be made only after specific appropriation requests are presented to and approved by the Board.

The Finance Committee will present to the Board each month a summary of commitments and expenditures made to date against the adopted budget and the approved appropriations.

(b) The Architectural Review Committee (ARC) shall have the duty and responsibility of reviewing any proposal to place, erect, build, modify, improve, enlarge, alter or add to any new or existing structure in the subdivision such as antennae, walls, fences, swimming pools, docks, and residence or other building. All such proposals require review and approval or disapproval.

(1) All requests for review and approval are to be presented to the Chairman of the Committee within thirty (30) days of anticipated start date of project. The chair will in turn notify the appropriate district representative of the request(s).

(2) Each request must be accompanied by detailed plans, specifications, and survey data to facilitate review for compliance with the Covenants.

(3) Before a Committee meeting is held to review a request, verbal notice of the request shall be given to the members who live immediately adjacent to the property to be reviewed.

(4) All decisions and actions of the Committee shall be taken only when a quorum is present. A quorum shall consist of a majority of the committee and must include the Chairman and at least one District Director.

(5) All Committee actions shall be by documented majority vote and shall be reduced to writing. Copies shall be given to the proponent and to each Corporation member who attended the review meeting and spoke in opposition. A copy of each such writing shall also be given to the President as a matter of information and for filing in the corporate records.

(6) The review and written response by the Committee shall be made within fifteen (15) days of receipt of the request.

(7) If the Committee is unable to reach a majority decision, the request shall promptly be referred to the President, who shall present the request to the Board for determination.

(8) The ARC will determine approval for all construction projects up to fifteen thousand (\$15,000) dollars in cost. The ARC will review and make a recommendation to the Board for projects over fifteen thousand dollars, and the recommendation must be acted on by the Board.

(9) Any appeal of the Committee decision shall be addressed to the President. The Board shall review the Committee decision and the appeal, and uphold or deny the appeal.

(10) Any interested person may attend the appeal review by the Board and present his position.

(11) The Board's review decision shall be confirmed in writing within ten (10) days of the date of the Board's decision.

(12) The Board's rulings are final.

(13) The Committee shall maintain a record of all requests and actions and pass it on to each succeeding Committee.

(14) The Architectural Review Committee will convene to address any project that fails to be reviewed and/or approved by the ARC, or if a project is substantially or materially different from the approval granted by the ARC. The ARC can either vote to amend original approval at that time, or vote to recommend that the Board begin taking enforcement measures.

(c) Employment of independent contractor by a Committee requires prior Board approval.

Section 4. Dismissal. Standing Committee members may be dismissed for cause upon the recommendation of the President with the consent of the majority of the Board.

ARTICLE VIII

CORPORATE RECORDS

The books, records, papers, the Covenants, the Articles of Incorporation, and the By-Laws of the Corporation shall at all times be subject to inspection by any member during annual meetings of the members, or within ten (10) days following written request.

ARTICLE IX

PROXIES

Section 1. Properly executed ballots are preferred (ref. Article II, Section B). However, proxies are also permitted provided they are in writing, follow the form of the ballot, are dated, and are signed by the lot owners. In the case of multiple ownership of any one lot, only one proxy per lot may be voted. Proxies shall not be counted in determining whether a quorum is present to vote upon motions not appearing upon a ballot.

ARTICLE X

CONTRADICTION

In the event of a conflict between the Covenants and the Articles of Incorporation or the By-Laws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the By-Laws that the Covenants do not resolve, the Articles of Incorporation shall control.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Covenants, each member is obligated to pay to the Corporation Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the

assessment shall, unless waived by the Board of Directors, bear interest from the date of delinquency at a rate of seven (7%) percent per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his property interest.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Creekside Park Common Property, Inc., State of South Carolina, 1986.

ARTICLE XIII

AMENDMENTS

These By-laws may be altered, amended, or repealed and new By-Laws may be adopted at a regular or special meeting of the members by a vote of fifty (50%) percent plus one of the lot owners present at the meeting, based on one vote for each lot. Proposed amendments shall be distributed to the members at least fifteen (15) days before the meeting.

