

**DECLARATION
OF
COVENANTS, CONDITIONS
AND
RESTRICTIONS
OF
PLANTATION POINTE**

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PLANTATION POINTE

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**HISTORY OF THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PLANTATION POINTE**

	<u>Date Filed</u>	<u>Where Filed</u>
Original Filing	March 10, 1989	Deed Book 298 at page 233
	March 10, 1989	Plat Book AQ2 at page 121 <i>Includes lots #39 - #140 (96 lots: there are no lots #48, #56, #71-#74)</i>
First Amendment	September 8, 1989	Deed Book 308 at page 188
	June 23, 1989	Plat Book AQ2 at page 193 <i>Adds lots #142 - #165 (24 lots)</i>
	June 23, 1989	Plat Book AQ2 at page 194 <i>Adds lots #166 - #187 (22 lots)</i> <i>(Adds 46 lots total - there is no lot #141)</i>
Second Amendment	November 2, 1989	Deed Book 311 at page 89 <i>Moves lot line between lot #60 & #61</i>
Third Amendment	October 15, 1990	Deed Book 328 at page 196 <i>Moves lot line between lot #132 & #133</i>
Fourth Amendment	November 26, 1990	Deed Book 330 at page 165
	January 17, 1990	Plat Book AR2 at page 84 <i>Adds lots #1 - #38 (38 lots)</i>

Notes: 1. The building pads are not shown on any of these plats prepared by Civil Engineering of Columbia, but they do show the setbacks for each lot and the 50 foot road right-of-ways with a 25 foot wide road with curbing for all streets except Belle Isle & Pointe Lanes which show a 25 foot road right-of-way with a 25 foot wide road.

2. The approximate location of the building pads for each lot as prepared by Civil Engineering of Columbia was recorded in Plat Book B42 at pages 2 - 8 on August 10, 1995.

First Revision	October 19, 1999	Deed Book 0521 at page 60 Clarification of Paragraph 2 to prohibit mobile, modular, and installation of historic homes with completion of construction within 1 year. Clarification of paragraph 10 to prohibit trucks in excess of 15,000 pounds or any unlicensed vehicles unless kept in a
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proper garage.

referenced Plat; and (ii) the term "Common Area" shall refer to any area of the Property not constituting a lot, not conveyed or dedicated to and accepted by (unless acceptance is not required) any governmental entity or person as a roadway (roadways shall be Common Areas until so conveyed by the Developer), not retained by the Developer for construction of Residences or Amenities or as shown on Exhibit "B" attached hereto and incorporated herein.

2. No structure shall be erected on any lot other than one, new, single-family dwelling and detached or attached garage of similar design including servants' quarters, if desired, and such structure shall have not less than 2,100 square feet of heated area internally; and no use shall be made of the Lot or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. In no event shall mobile homes, modular homes, or historic or other structures for renovation or restoration be permitted to be installed on any Lot. All construction activities, including ARC approved landscaping shall be completed within 12 months of the date of issuance of the Newberry County building permit. The foregoing minimum size requirement shall not be construed to limit the Developer's architectural control as described below, including the right to require larger structures, but instead only establishes the minimum size of such structure the Developer will permit.

3. No Lot shall be subdivided or reduced in size without the written consent of the Developer.

4. In order to maintain a residential development of the highest quality and nature, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each Lot, the Developer retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, hedge, wall, garage, structure or view barrier of any kind or alteration or addition thereto shall be begun, erected or placed on any Lot nor will any Lot be cleared for construction until a complete set of plans and specifications with among other things the proposed design and plot plan showing the location of the structures on the Lot ("Plans and Specifications"), shall have been submitted to the Developer in writing for approval. Such approval shall be given or denied in writing within thirty (30) days of submission to Developer. The Developer shall have the right to charge a fee not to exceed \$250, but subject to amendment as provided for herein with regard to these Restrictions, as a condition for reviewing the Plans and Specifications as submitted for approval under this paragraph.

5. The Developer shall not be responsible or liable in any way for any defects in any Plans and Specifications approved by

Developer, nor for any structural defects in any work done according to such Plans and Specifications approved by the Developer. Developer shall not be liable in damages to anyone submitting Plans and Specifications for approval under this section, or to any owner of any Lot affected by the Restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications. Every person who submits Plans and Specifications to the Developer for approval agrees, by submission of such Plans and Specifications, and every owner of any Lot agrees, not to bring any action or suit against the Developer to recover for any such damages.

6. All trees with a diameter of six (6) inches or more to be removed must be marked and approved for removal by the Developer. To enhance the quality and harmony of the general area the Developer retains the right to deny the removal of any tree which is not located within the perimeter of the Residence. The Developer may also require a tree survey and landscaping plan in form and substance satisfactory to the Developer with the cost of same to be the responsibility of the owner of any Lot or Lots. Such survey and plan shall be reviewed and approved by the Developer in connection with its review and approval of the Plans and Specifications.

7. The placement, design, type, color and lettering of any mailbox or delivery receptacles and the support therefor must be approved by the Developer, together with property identification markers. Typical designs will be supplied by the Developer upon request.

8. All building setback lines on each Lot shall be variable and established by the Developer in connection with its approval of the Plans and Specifications as described above. No setback line shall depend on the setback of any other Lot in the Development.

9. As determined by the Developer in its sole discretion: (i) no noxious or offensive activity or other thing shall be had or done upon any Lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood; (ii) no hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed; (iii) nothing shall be done or allowed, and no conditions or situation shall be permitted on any such Lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said Lot which shall cause water or other environmental pollution.

10. No tent, shack, trailer, school bus, truck (in excess

of 15,000 pounds), unlicensed vehicle of any nature, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed; provided, however, that a trailer, truck (in excess of 15,000 pounds), unlicensed vehicle of any nature, camper, boat, or motor home may be parked in an enclosed garage where such vehicle is not visible from the street, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these Restrictions. All rubbish, garbage and trash shall be kept in enclosed cans or other suitable containers, which shall be placed or kept behind the house, out of sight from the street or neighbors' house, at all times. No clothesline shall be allowed to be visible from any street or adjoining homes

11. Maintenance and general upkeep of any Lot and improvements is required. If the appearance of any Lot and improvements begins to lower the quality and harmony of the Development in the Developer's sole discretion, the Developer shall have the right to make or have made the needed maintenance and upkeep required and the Lot owner shall pay all expenses resulting therefrom; provided, however, the Developer will notify the Lot owner in writing (by delivery of such notice to the Lot owner at the last known address if the Lot is not improved or if the Lot is improved at the improvement thereon) and give the Lot owner fifteen (15) days to rectify all problems and if the Lot owner fails to complete the same within 15 days, the Developer shall have the right to act as herein provided. In the event the Developer is required to perform such maintenance and general upkeep and the Lot owner fails or refuses to pay the cost thereof within 15 days of demand in writing, the Developer shall have the right to place upon the Lot and any other Lots of the Lot owner and file in the appropriate public records a lien for such costs of maintenance and general upkeep along with reasonable costs, including but not limited to attorneys' fees, for the collection of the same and shall have the right to foreclose upon such lien in the manner provided by law for the foreclosure of mechanics liens.

12. Perpetual easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Developer along each Lot side line seven and one-half (7 1/2') feet in width and along the front and rear of each Lot eight (8') feet in width.

13. No sale, rent, advertising signs or billboards shall be erected on any Lot or structure or displayed in any form to the public, except as specifically approved in writing by the Developer. No signs, as above described, shall be nailed or fastened to any tree at any time.

14. It is understood and agreed that the hereinabove

described Lots are to be sold "as is" and the Developer shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of trees or vegetation or for any streets after said streets have been dedicated to any appropriate governmental entity.

15. No lower branches of trees or other vegetation shall be permitted to obstruct the view at roadway intersections.

16. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots, unless approved in writing by the Developer.

17. No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to a Lot, in which event customary antennae which do not exceed ten (10') feet in height above the roof-ridge of any house to be located upon such Lot will be permitted. In no event shall free-standing transmission or receiving towers, satellite dishes or like devices be permitted.

18. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Developer and of a uniform quality.

19. The Developer reserves the right to assess the respective Lot owners in the Development referenced herein for the purpose of providing necessary funds to maintain the Common Areas. In regard to any such assessment, each residential Lot will be assessed on a pro-rata basis based on the total number of residential Lots in the Development. Any commercial and/or multi-family Lots, if any, will be assessed on an equitable basis. The amounts assessed shall be based on actual costs and may also include provisions for such reserves as the Developer shall deem appropriate. Any sum due to be paid by any such owner to the Developer which shall not be paid when due shall bear interest until paid at the highest rate permitted by law, but not exceeding fifteen (15%) percent per annum. If any such sum shall not be paid when due, Developer shall have the right upon not less than (15) days notice to such owner to collect such sum by suit at law or equity and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by Developer in connection therewith. The obligation of each owner to pay all sums assessed or imposed upon such owner to pay pursuant to this instrument and to keep, observe and perform all of the terms and provisions hereof required of such owner shall be a continuing lien upon the subject real property owned by such owner subject only to any prior existing lien of a bona fide first mortgage upon such real property; and said lien may be enforced and collected upon by Developer in the same manner as provided by the laws of the State

of South Carolina with regard to mechanics liens, subject to the existing lien of such first mortgage.

20. It is understood that these Restrictions shall be appurtenant to and run with the land as to the Lots herein described on Exhibit "A" attached hereto, and that each Lot owner and lessee, quest, or invitee of such owner shall comply strictly with these Restrictions. In the event of a violation or breach, or threatened violation or breach, of any of the same, any lot owner affected by such actual or threatened violation or breach shall have the right to abatement and the right to compel compliance by injunction or any other appropriate remedy, legal or equitable or both without liability for damages, and to collect reasonable attorneys' fees in connection therewith from the violating party.

21. The Developer, in its sole and absolute discretion, reserve the right to alter, amend, terminate, waive enforcement of or release all or any part of these Restrictions; provided however, that the use limitation included in Paragraph 2 herein shall remain unchanged as it relates to the Lots shown on Exhibit "A" at the time this Declaration is initially filed of record; and provided further, the Developer agrees that, in the event the property described as Tract "A" on Exhibit "B" hereto is developed by it, no residential structure of less than 2,100 square feet will be constructed thereon. Any such alteration or amendment shall not be effective until reflected in an instrument duly recorded in the public records of the Clerk of Court for Newberry County, South Carolina.

22. Notwithstanding anything herein to the contrary, the Developer, in its sole and absolute discretion, reserves the right to amend Exhibit "A" hereto to add properties owned by the Developer or to delete properties owned by the Developer for use for commercial and/or multi-family purposes and for the construction and operation of Amenities. Any such amendment need only be satisfactory in form and content to the Developer and shall not be effective until reflected in an instrument duly recorded in the public records of the Clerk of Court for Newberry County, South Carolina.

23. The Developer, in its sole and absolute discretion, reserves and shall have the right to convey the Common Areas or any portion thereof to the Lot owners by recording a deed of conveyance in the Office of the Clerk of Court for Newberry County in which instance of further duty to maintain and all right associated therewith shall be assumed by the Lot owners; provided further, it is acknowledged that Lots 129 through 142, inclusive, front upon a roadway known as Belle Isle Lane and Lots 117 through 123, inclusive, front upon a roadway known as Pointe Lane (as shown on the Plat) and that such roadways may not be dedicated to public use (depending upon Developer's election

which Shall be subject to its sole discretion). The Developer reserves the right to, at any time, convey the above roadways and Private Gate Area (as shown on Exhibit "B") to the respective Lot owners fronting the respective roadways, in which case each such Lot owner shall have a perpetual non-exclusive easement for ingress and egress across the respective roadway.

24. The Developer shall have the right to assign, delegate, nominate or authorize any person or entity of its choosing to carry out its functions, obligations, or the like or to assume permanently or temporarily any rights of the Developer hereunder, provided, that no later than January 1, 2013, the Developer shall irrevocably assign all of its rights hereunder to one or more persons or entities which then own one or more such Lots, or in the case of an association of such owners, to an entity which has as its members the owners of such Lots.

25. In the event the Lot owners wish to form a homeowners association, then in such event the consent of the Developer shall be required along with a favorable vote of a majority of the Lot owners. Upon such formation, all Lot owners shall be required and shall be members of such association and will comply with all by-laws, policies and regulations of such association, except to the extent the foregoing conflicts with the provisions hereof, in which case these Restrictions shall control. The term "majority" as used in this paragraph shall mean more than fifty (50%) percent of the Lot owners subject to these Restrictions at the time of the vote and consent by the Developer, and such association shall only affect the Lots subject to these Restrictions unless agreed otherwise by Lot owners of property later made subject hereto.

26. If any sentence, clause or paragraph of this Agreement shall be found by a Court of competent jurisdiction to be valid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph hereof.

IN WITNESS WHEREOF, the undersigned Pointes of Plantation Pointe Owners Association, Inc., a South Carolina non-profit corporation, has set its hand and seal this th day of April, 2004.

SIGNED, SEALED AND DELIVERED
in the Presence of:

POINTES OF PLANTATION POINTE
OWNERS ASSOCIATION, INC.

By: _____
Charles L. Wilkie
Its: Chairman,
Board of Directors

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within-named Plantation Pointe Owners Association, Inc., by Charles L. Wilkie, its Chairman, Board of Directors, sign, seal and as its act and deed deliver the within Revised Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____th day of April, 2004.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

By: Mary Ellen Warren
Its: Secretary,
Board of Directors

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within-named Plantation Pointe Owners Association, Inc., by Mary Ellen Warren, its Secretary, Board of Directors, sign, seal and as its act and deed deliver the within Revised Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
____th day of April, 2004.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Exhibit A(s)

As Clarification to the Original and Amendments to the Declaration of Covenants, Conditions and Restrictions of Plantation Pointe

<u>Exhibit A of</u>	<u>Date Filed</u>	<u>Where Filed</u>
Original Filing <i>(Ref. In Par. 20 & 21)</i>	March 10, 1989 March 10, 1989	Deed Book 298 at page 233 Plat Book AQ2 at page 121 <i>Includes lots #39 - #140 (96 lots: there are no lots #48, #56, #71-#74)</i>
First Amendment <i>(Ref. In Par. 22)</i>	September 8, 1989 June 23, 1989 June 23, 1989	Deed Book 308 at page 188 Plat Book AQ2 at page 193 <i>Adds lots #142 - #165 (24 lots)</i> Plat Book AQ2 at page 194 <i>Adds lots #166 - #187 (22 lots)</i> <i>(Adds 46 lots total - there is no lot #141)</i>
Second Amendment	November 2, 1989	Deed Book 311 at page 89 <i>Moves lot line between lot #60 & #61</i>
Third Amendment	October 15, 1990	Deed Book 328 at page 196 <i>Moves lot line between lot #132 & #133</i>
Fourth Amendment <i>(Ref. In Par. 22)</i>	November 26, 1990 January 17, 1990	Deed Book 330 at page 165 Plat Book AR2 at page 84 <i>Adds lots #1 - #38 (38 lots)</i>

**Exhibit A of
Original Filing Deed Book 298 at Page 233**

The following is a listing of Lots subject to this Declaration of Covenants, Conditions and Restrictions of Plantation Pointe:

<u>Lot Number</u>	<u>Lot Number</u>	<u>Lot Number</u>
39	78	110
40	79	111
41	80	112
42	81	113
43	82	114
44	83	115
45	84	116
46	85	117
47	86	118
49	87	119
50	88	120
51	89	121
52	90	122
53	91	123
54	92	124
55	93	125
57	94	126
58	95	127
59	96	128
60	97	129
61	98	130
62	99	131
63	100	132
64	101	133
65	102	134
66	103	135
67	104	136
68	105	137
69	106	138
70	107	139
75	108	140
76	109	
77		

**Exhibit A of
First Amendment filed in Deed Book 308 at Page 188**

The following is a listing of Lots subject to this Declaration of Covenants, Conditions and Restrictions of Plantation Pointe:

<u>Lot Number</u>	<u>Lot Number</u>	<u>Lot Number</u>
142	162	182
143	163	183
144	164	184
145	165	185
146	166	186
147	167	187
148	168	
149	169	
150	170	
151	171	
152	172	
153	173	
154	174	
155	175	
156	176	
157	177	
158	178	
159	179	
160	180	
161	181	

Exhibit A of
Second Amendment filed in Deed Book 311 at Page 89

This Exhibit A page is not included here - please check reference
above for details.

Exhibit A of
Third Amendment filed in Deed Book 328 at Page 196

This Exhibit A page is not included here - please check reference
above for details.

**Exhibit A of
Fourth Amendment filed in Deed Book 330 at Page 165**

The following is a listing of Lots subject to this Declaration of Covenants, Conditions and Restrictions of Plantation Pointe:

<u>Lot Number</u>	<u>Lot Number</u>
1	20
2	21
3	22
4	23
5	24
6	25
7	26
8	27
9	28
10	29
11	30
12	31
13	32
14	33
15	34
16	35
17	36
18	37
19	38

Exhibit B

By-Laws of the Pointes of Plantation Pointe Owners Association, Inc. Amendments

as Amended 5/21/95	Changed Article XIX to include donation of remaining funds to a charitable organization plus administrative changes in By-Laws
as Amended 3/3/96	Changed name on Article VI to Board of Directors and added Sec 6, 7, & 8
as Amended 10/12/99	Changed Article IX Sec 2 to add Item K
as Amended 03/10/02	Changed Article VI Sec 1, 2, & 3 to have 7 members and 3 year terms & replace 1/3 of the Board each year

**BY-LAWS OF
THE POINTES OF PLANTATION POINTE
OWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is The Pointes of Plantation Pointe Owners Association, Inc., hereinafter referred to as "the Association". The principal office of the corporation shall be located at a Post Office Box 443 in Chapin, South Carolina 29036 as arranged for by the Board of Directors of the Association, hereinafter referred to as "the Board", but meetings of the Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board.

**ARTICLE II
PURPOSES**

The purpose of the Association shall be to regulate and enforce the Covenants, as hereinafter defined. and operate and maintain any Common Areas or Common Property with annual Dues established, as hereinafter provided for, to cover the Association's expenses of operation, maintenance, and improvements.

**ARTICLE III
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Pointes of Plantation Pointe Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether it be one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as defined herein, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to the mortgagee or holder of a security deed, or the heirs, successors, or assigns thereof, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or similar proceedings, deed in lieu of foreclosure, or otherwise; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. Where the Owner is a natural person, members of his immediate family shall enjoy the same rights, duties, and privileges on all matters other than voting matters as does the Owner. Where the Owner is other than a natural person, the Owner may designate not more than four (4) persons having an ownership interest in the Owner's property, who shall enjoy the same rights, duties, and privileges on all matters other than voting matters.

Section 3. "Properties" shall mean and refer to "Property" as that term is defined in the Declaration of Covenants, Conditions, and Restrictions of Plantation Pointe, dated March 10, 1989, and recorded on March 10, 1989, in the Office of the R.M.C. for Newberry County in Deed Book 298, at page 233, as from time to time which have been amended, to date, as follows:

SUBSEQUENT FILINGS

Waiver and Abandonment of Easement:

filed 06-07-89	Deed Book 304 Page 56
filed 08-15-89	Deed Book 307 Page 174

Amendments:

1st	filed 09-08-89	Deed Book 308 Page 188
2nd	filed 11-02-89	Deed Book 311 Page 89
3rd	filed 10-15-90	Deed Book 328 Page 196
4th	filed 11-26-90	Deed Book 330 Page 165

and such additional Properties thereto as may hereafter be accepted by vote to be brought into the Association.

Section 4. "COMMON AREA" shall include any and all landscaped traffic islands, medians, and easements in the roadways of the subdivision, whether or not owned by the Association. The islands and medians may be maintained by the Association.

Section 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, together with the improvements thereon.

Section 6. "MEMBERS" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV, Section 1, hereof.

Section 7. "MEMBERS IN GOOD STANDING" shall mean all members whose voting rights have not been suspended as provided for in Article IV, Section 2.

Section 8. "DEVELOPER" shall mean Plantation Pointe Development Company, L.P.

Section 9. "COVENANTS" shall mean the Declaration of Covenants, Conditions, and Restrictions of Plantation Pointe, dated March 10, 1989, recorded March 10, 1989, in the Office of the R.M.C. for Newberry County in Deed Book 289, page 233, as from time to time amended.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. MEMBERSHIP: Every Owner, as defined in Article III, Section 2, shall be a Member of the Association. When more than one person holds interest in any Lot, all such persons shall be Members.

Section 2. VOTING: Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the one vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Except for the By-Laws ratification vote, Article XX herein, voting rights shall be automatically suspended until all Dues outstanding on that Lot are paid in full.

Section 3. QUORUM REQUIRED FOR ANY ACTION AUTHORIZED AT REGULAR OR SPECIAL MEETINGS OF THE ASSOCIATION: The quorum required for any action which is subject to a vote of the Members in Good Standing at any meeting of the Association shall be as follows:

The first time a meeting of the Members is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of fifty-one (51%) percent of the Members In Good Standing or proxies or a combination thereof shall constitute a quorum. If the required quorum is not forthcoming at such meeting, a second meeting may be called subject to the giving of proper notice, and the required quorum at such a meeting shall be the presence of twenty-six (26%) percent of the Members In Good Standing or proxies or a combination thereof. In the event that the required quorum is not present at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article IV, Section 3, and any other requirements for such duly called meetings which may be established by the By-Laws of the Association.

Section 4. PROXIES: Subject to the provisions of Article IV, Section 2, herein, all Members In Good Standing may vote to transact business at any meeting of the Association by proxy authorized in writing.

Section 5. INFORMAL ACTION: Action taken at any meeting of the Association, however called and with whatever notice, if any, shall be deemed action of the Members In Good Standing taken at a meeting duly called and held with proper notice, if written consent is signed by fifty-one percent (51%) of the Members in Good Standing and filed with the corporate records. This section does not apply to changes pertaining to the By-Laws or annual dues.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. **ANNUAL MEETING**: A meeting of the Members shall be held annually the first (1) Sunday of March, at such place and time convenient to the Members as set by the Board , or at any other date or place as may be determined by the Board; not to exceed thirteen (13) months from the previous Annual Meeting

Section 2. **SPECIAL MEETINGS**: Special meetings of the Members may be called at any time by the Chairman, as hereinafter defined, by a majority of the Board, or upon written request of one-third (1/3) of the Members In Good Standing.

Section 3. **NOTICE OF MEETING**: Written notice of each meeting shall be given by the Secretary at least thirty (30) days but not more than forty-five (45) days before such meeting, to each Member. Such notice shall specify the time and place of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting.

Any notice required to be sent to any Member under the provisions of these By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address appearing on the books of the Association. Notice to one co-owner of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change of address. Any person who becomes an Owner and Member in the calendar month in which the notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

ARTICLE VI

THE BOARD OF DIRECTORS

Section 1. **NUMBER**: The Association shall be governed by a Board of Directors consisting of not less than seven (7) Members.

Section 2. **QUALIFICATIONS**: Directors shall at all times be Members In Good Standing. Any Member In Good Standing shall be eligible to be placed in nomination as a Director provided that he/she is not currently serving as a Director, except as specified in Article VI, Section 3.

Section 3. **TERM OF OFFICE**: Approximately one third (1/3) of the Directors shall be elected for a three (3) year term at each Annual Meeting of the Members to ensure continuity of the Board, and they shall continue to serve until the election and qualification of their successors. No Director shall be able to serve as a Director for more than one (1) three (3) year term consecutively unless the Nominating Committee is unable to identify (find) sufficient candidates to fill the vacancies created by the term limits requirement. In this event a current Director who has served for the past three years may be nominated to serve as a Director for one (1) additional year.

Section 4. **REMOVAL**: Any Director may be removed from the Board, with or without cause, by a majority vote of the Members In Good Standing. In the event of death, resignation, or removal of a Director, his or her successor shall be a Member In Good Standing and shall be selected by the remaining Board members and shall serve for the unexpired term of his or her predecessor.

Section 5. **COMPENSATION**: Directors shall not receive compensation for any services they may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. **DIRECTOR LIABILITY**: No Director or former Director shall be liable in any manner to the Association or any person or group for any loss or damage sustained as a result of action taken or omitted to be taken by said Director in good faith if the Director exercised or used the same degree of care and skill as a prudent person would have exercised or used under the same circumstances in the conduct of that person's own affairs.

Section 7. **LIMITATION OF AUTHORITY**: No action by any Director or member of the Association shall be binding upon or constitute an expression of the policy of the Association until it shall have been approved or ratified by the Board of Directors.

Section 8. **LIMITATION OF LIABILITY**: It is implicitly understood that the Association assumes no responsibility or liability for the well-being of any member or representative of a member attending, managing, or participating in meetings or other functions of the Association.

ARTICLE VII
NOMINATION AND ELECTION OF DIRECTORS

Section 1. **NOMINATION**: Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members In Good Standing. The Nominating Committee shall be appointed by the Board prior to each Annual Meeting to serve until the close of that Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its sole discretion determine, but not less than the number of vacancies that are to be filled. Such nominees shall be Members In Good Standing.

Section 2. **ELECTION**: Election to the Board shall be by written ballot. At such election, each Member or his/her/its proxy shall be entitled to as many votes, as defined under Article IV, Section 2., as he/she/it is ordinarily entitled to, multiplied by the number of Directors to be elected. Cumulative voting will not be allowed.

ARTICLE VIII
MEETING OF DIRECTORS

Section 1. **REGULAR MEETINGS**: Regular meetings of the Board shall be held at least quarterly. The Directors shall also meet at such other times as may be necessary to perform their duties as Directors. Meetings shall be held at such place and hour as may be fixed from time to time by the Chairman.

Section 2. **SPECIAL MEETINGS**: Special meetings of the Board shall be held when called by the Chairman, or by a majority of the Directors, after not less than ten (10) days notice to each Director.

Section 3. **NOTICE OF SPECIAL MEETING**: Notice of any special meeting shall be given at least ten (10) days previously thereto either orally or in writing. If mailed, such notice shall be deemed to be effective at the earlier of: (1) when received; (2) seven (7) days after deposited in the United States mail, addressed to the Director's residence, with postage thereon prepaid; or (3) the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the Director. Any Director may waive notice of any meeting. Except as provided in the next sentence, the waiver must be in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records. The attendance of a Director at a 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 and at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

Section 4. **QUORUM**: A majority of the number of the Directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 5. **INFORMAL ACTION**: Action taken at any meeting of the Board, however called and at whatever notice, if any, shall be deemed action of the Board taken at a meeting duly called and held on proper notice, if written consent is signed by all Directors and filed with the corporate records.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **POWERS**: The Board shall have the power to:

- A. Suspend the voting rights, and the right to use any facilities of the Association, of any Member during any period in which such Member shall be in default of payment of any Dues established by the Association;
- B. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members In Good Standing by other provisions of these By-Laws, the Declaration and Petition for Incorporation, the Certificate of Incorporation, or by statute;
- C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board; and select his/her successor in accordance with Article VI, Section 4;
- D. Employ a manager, an independent contractor, an accountant, an attorney, or employees as they deem necessary, and to prescribe their duties.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

- A. Collect Dues as approved at the Annual and/or Special Meetings;
- B. Cause to be kept, a complete record of all its acts and corporate affairs;
- C. Furnish, upon request by any Member, a certificate in writing, signed by an officer of the Association setting forth whether all dues owed by such Owner have been paid in full. If a certificate states that all dues have been paid, such certificate shall be conclusive evidence of such payment;
- D. Supervise all officers and agents and to see that their duties are properly performed;
- E. Procure and maintain adequate liability and hazard insurance of property as deemed necessary by the Association;
- F. May cause any common areas or common properties, if any, to be maintained;
- G. See that all provisions of these By-Laws and Covenants are enforced;
- H. Cause all Officers or employees having fiscal responsibility to be bonded, as the Board may deem appropriate;
- I. Not incur any debt without a plan for its replacement within an eighteen (18) month period;
- J. Present a proposed annual budget at the Annual Meeting for approval. The board shall operate in compliance with the approved budget.
- K. Make rules as deemed reasonably necessary by the Board of Directors to enforce the Declaration of Covenants, Conditions and Restrictions of Plantation Pointe, and these By-Laws, as either may be amended from time to time.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS: The officers of the Association shall be a Chairman, Vice Chairman, Secretary, and Treasurer, who shall at all times be Members of the Board, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. SPECIAL APPOINTMENT: The Board may appoint such other officers as the affairs of the Association may require, each of whom shall be a Member In Good Standing and shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the Chairman, or the Secretary.

Section 6. VACANCIES: A vacancy in any office shall be filled by appointment by the Board. The Director appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. POWERS AND DUTIES: The powers and duties of the officers are as follows:

A. CHAIRMAN: The Chairman shall preside at all meetings of the Board and the Annual Meeting; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, and other written instruments; and shall co-sign all checks.

B. VICE CHAIRMAN: The Vice Chairman shall act in the place and stead of the Chairman in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board; and co-sign checks in the absence of the Treasurer.

C. SECRETARY: The Secretary shall record all resolutions and subsequent voting thereon and keep the minutes of all meetings and proceedings of the Board and of all meetings of the Members; serve notice of meetings of the Board and of the meeting of Members; keep appropriate current records showing the Members of the Association together with their addresses.

D. TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies received by the Association and disburse such funds as directed by resolution of the Board; sign, with the Chairman, all checks, and prepare statements of income and expenses of the Association; keep proper books of the account; and shall perform such other duties as required by the Board. For voting purposes the Treasurer will notify the Chairman of all Members who are in arrears with the Association dues.

Section 8. "MULTIPLE OFFICES": No person shall hold more than one (1) of the officerships of Article X, Section 7, except in the case of special offices created pursuant to Section 4 of this Article.

ARTICLE XI
ARCHITECTURAL REVIEW COMMITTEE

Section 1. **PURPOSE OF COMMITTEE:** The purpose of the Architectural Review Committee shall be as stated in the Covenants, to the extent the Developer assigns to the Association the rights relative to architectural review that the Developer retained in the Covenants.

Section 2. **APPOINTMENT OF THE COMMITTEE:** The Architectural Review Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) Members In Good Standing of the Association. The Committee shall be appointed by the Board at its first meeting following each Annual Meeting. The Committee shall employ an architectural firm to assist in the Committee functions, see that building plans are submitted to the approved architectural firm and see that plans are approved prior to the start of construction. The Committee shall use the fee as provided for in paragraph (4) of the Covenants, to employ an architectural firm to assist in the Committee functions, .

Section 3. **MEETINGS OF THE ARCHITECTURAL REVIEW COMMITTEE:** Meetings of the Architectural Review Committee shall be held as needed to review and approve plans and specifications submitted for approval. Meetings may be called by the Committee chairman or by a majority of the Board. Notice of the date, time, and location of the meetings shall be given to the Committee members at least ten (10) days prior to the scheduled meeting. The Committee is authorized to hold meetings by telephone provided each member of the Committee is provided, prior to such meeting, with a copy of any site locating plans and specifications to be discussed.

ARTICLE XII
DUES

The Association may establish annual dues to be paid by Owners. Any statements for dues shall be mailed to Owners by the Treasurer through the Secretary. The amount of such dues shall be approved at the Annual Meeting as part of the annual budget approval process.

ARTICLE XIII
BOOKS AND RECORDS

The books, records, and papers of the Association shall be available within ten (10) working days, during reasonable business hours and be subject to inspection by any Member In Good Standing upon written request. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at a location mutually agreed to by an Officer and the requesting member. Copies may be purchased at reasonable cost.

ARTICLE XIV
COMMITTEES

The Board shall appoint a Nominating and an Architectural Review Committee as provided herein. Additionally, the Board of Directors may by majority vote designate such other committees as it deems appropriate in carrying out the purposes of the Association.

ARTICLE XV
FISCAL YEAR

The fiscal year of the Association shall be determined by the Board of Directors.

ARTICLE XVI
AMENDMENTS

Section 1. These By-Laws may be amended, or altered, at a regular or special meeting of the Members by a two-thirds (2/3) majority of the Members In Good Standing present or by proxy at a duly called meeting being cast in favor of such amendment.

Section 2. **NOTICE OF MEETINGS:** Written notice of any meeting for the purpose of taking any action authorized under ARTICLE XVI, Section 1, shall be sent to all Members not less than thirty (30) days or more than forty-five (45) days in advance of the meeting. Such notice shall state the purpose of the meeting.

ARTICLE XVII
CONFLICTS:

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of conflict between the Covenants and these By-Laws, the Covenants shall control; in the case of any conflict between the deeds from the Developer to the Owner and these By-Laws, the deeds shall control.

ARTICLE XVIII
CORPORATE SEAL

The South Carolina Business Corporations Act of 1988 does not require the Association to have a seal; therefore, a seal is not provided for herein.

ARTICLE XIX
TERMINATION OF ASSOCIATION

In the event that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, as adjudicated by any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, all common property belonging to the Association at the time of such adjudication shall be transferred to a Trustee appointed by a court of competent jurisdiction, which Trustee shall own and operate said common property for the use and benefit of the Members subject to the provisions set forth herein.

The Trustee shall have the power to dispose of the common property free and clear of the limitations imposed hereby; provided; however, that such disposition shall first be found to be in the best interests of the Members by a court of competent jurisdiction. The proceeds of such a sale, if any, shall first be used for the payment of any debts or obligations constituting a lien on the common property, then for payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such property, then for the payment of any other obligations with the remainder to be distributed to one or more charitable organizations as may be determined by the Board of Directors.

ARTICLE XX
RATIFICATION

Section 1. After the By-Laws have been mailed to the entire Membership, this document can be ratified by fifty-one percent (51%) of the Members as defined in ARTICLE IV, Section 2 excluding the last sentence of ARTICLE IV, Section 2.

Section 2. Ratification of the By-Laws and initial election of the Board of Directors shall be certified by the two (2) election supervisors as approved at the Membership meeting of March 27, 1994.

Section 3. The term of office for the initial Members of the Board of Directors, elected according to ARTICLE VII, Section 2, shall continue until the Annual Meeting to be held the first (1st) Sunday of March, 1996.

Exhibit C

Policies of the Pointes of Plantation Pointe Owners Association, Inc.

Amendments:

1 st	filed May 21, 1995	to add Policy #1
2 nd	filed March 3, 1996	to add Policy #2
3 rd	filed October 12, 1999	to add Policy #3
4 th	filed March 10, 2002	to add Policies #4, #5, & #6 (Deed Book 583 Page 221)
5 th	filed May 20, 2003	to add Policy #7 (Deed Book 613 Page 001)
6 th	filed April 6, 2004	to add Policy #8 (Deed Book ____ Page ____)

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POLICY #1
Signage Policy

Approved at the Annual Meeting of the Members, May 21, 1995

In accordance with Paragraph #13 of the Declaration of Covenants, Conditions and Restrictions, the Membership specifically approved the following policy with regard to the display of signs within The Pointes:

No signs of any nature will be permitted except a builder's commercially designed and constructed sign, mounted to a post, which shall be located 20 feet off and parallel to the roadway, and approved by the Board. Said sign shall display the lot number and building permit and shall be removed immediately following settlement with the owner or the termination of construction, whichever occurs first. The Board shall take action as required.

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POLICY # 2

Open House Signage Policy

Approved at the Annual Meeting of March 3, 1996

In accordance with Paragraph #13 of the Declaration of Covenants, Conditions and Restrictions, the Board of Directors specifically approved the following policy with regard to the display of "Open House" signs within The Pointes:

1. Commercial quality "Open House" signs and related "Information Sheet" boxes commonly used by Realtors may be displayed continuously on a Pointes property beginning at dawn two (2) days prior to an advertised open house date.
2. "Open House" signs and related "Information Sheet" boxes shall be removed from the property at sundown on the day of the advertised open house date.

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POLICY # 3

ARC Compliance Comments/Complaints

Adopted at the BoD Meeting of May 11, 1999

To avoid any misunderstanding by the Board concerning comments/complaints by other owners regarding owner/builder non-compliance with ARC approved plans/requirements, the Board of Directors established the following policy at its April 14, 1997, meeting. This policy was reaffirmed by the Board at its April 13, 1999 meeting as follows:

1. Any comments and/or complaints from a property owner concerning another owner/builder's non-compliance with ARC approved plans/requirements shall only be made in writing and/or be presented in person to the Board.
2. The Board shall then review the comments and/or complaints and determine what action, if any, will be required and undertaken to rectify the situation.

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POLICY # 4

Liens Against Properties for Unpaid Dues

Adopted at the BoD Meeting of July 19,2000

Approved at the March 4 & April 22, 2001, Annual Meetings

To ensure that all property owners pay for their fair share of the costs of operations of the common areas and interests of the Association, a lien, executed by the Chairman of the Association, shall be filed in the Newberry County Clerk's office against any and all lots within The Pointes for which the current (and/or any future) year's dues assessment has not been paid by the owner(s) after proper notice has been given to the owner(s). The total lien amount shall include filing fees, monthly accruals, interest and attorneys fees. Further, any and all liens shall be renewed annually until paid in full. No liens shall be filed for non payment of dues assessments prior years FY 1995 through FY 1999 inclusive..

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POLICY # 5

Motorhomes, Camping Trailers and Fifth Wheel Vehicles

Adopted at the BoD Meeting of July 19,2000

Approved at the March 4 & April 22, 2001, Annual Meetings

To insure that motorhomes, camping trailers and fifth wheel vehicles do not detract from the overall esthetics of The Pointes and are not used as living quarters for visitors, yet at the same time provide some degree of flexibility with regard to the presents of such vehicles, the temporary parking of motorhomes, camping trailers and 5th wheel vehicles within The Pointes will be permitted on the street, driveways or within the property lines of the host's lot(s) for a period not to exceed 96 hours. In addition, those motorhomes, camping trailers and 5th wheel vehicles may not be utilized as living quarters during that period.

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POLICY # 6

Yard Decorations

Adopted at the BoD Meeting of June 12, 2001

Approved by the Membership at the Annual Meeting in March 2002

To maximize the overall curb appeal of The Pointes at all times and to avoid any misunderstanding concerning decorations placed in the yard of a residence or unimproved lot on either a permanent or temporary basis the Board of Directors adopted the following policy by resolution at its June 12, 2001 meeting:

A. Permanent:

1. Improved lots: Permanent decorations located on an improved lot which are/will be visible from the street must be approved by the ARC and to the greatest extent possible should be submitted with the landscaping plan during the final design review. Examples include, but are not limited to:

a. statuary, bird baths, concrete/metal furniture, sun dials, free standing flags, etc.

b. Multiple flags (national, state, seasonal, decorative, college/university etc.) shall be arranged in accordance with proper flag display protocol.

c. Flags (national, state, seasonal, decorative, college/university etc.) are excepted from ARC approval if attached to an improvement structure (excluding mail boxes) and arranged in accordance with proper flag display protocol.

d. Flags that are generally considered to be controversial or offensive in nature (e.g., Ku Klux Klan) may not be displayed at any time.

2. Unimproved lots: Permanent decorations located on unimproved lots require advance ARC approval.

B. Temporary:

1. Improved lots: Temporary decorations are those which are associated with the celebration of specific calendar events (e.g., a legal holiday) and when installed, will be visible from the street.

a. Such decorations shall be similar to those that are typically acceptable by the general public in celebration of the specific event.

b. They may be installed within the general public's conventionally accepted time period prior to the event and shall be removed within a reasonable time period following the event.

c. Under no circumstances shall temporary yard decorations be controversial, offensive or disrespectful in nature of the specific event.

2. Unimproved lots: Temporary decorations located on unimproved lots require advance ARC approval.

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POLICY # 7

Cleared (Bush-hogged) Lot Maintenance

Adopted at the BoD Meeting of March 11, 2003 and

Approved at the Annual Meeting on March 16, 2003

To assist property owners to better visualize their Lot(s) with respect to planned improvement locations within the recorded, ARC approved Building Pad(s) and/or to maximize the overall curb appeal of those Lot(s) for their sales potential or other reasons, and to avoid any misunderstanding, the Board of Directors adopted the following policy by resolution at its March 11, 2003 meeting.

In prior years the ARC/Board has granted permission to certain Lot owners that had requested to clear their Lot(s) in accordance with Paragraph 6 of the Covenants (i.e. the Declaration of Covenants, Conditions and Restrictions of Plantation Pointe recorded in the County Clerk's office on 10 March, 1989) for the reasons mentioned above. The ARC/Board also required that the debris resulting from such an undertaking had to be destroyed or removed from the property by the Lot owner immediately following such activity. Further, any damage done to an adjoining Lot would have to be repaired by the Lot owner at his expense. It was also understood that the bush-hogged lots would require periodic maintenance in accordance with Covenants paragraph 11. If grass were planted, then the Lot would have to be mowed as required. Otherwise the Lot would need to be bush-hogged as required. These maintenance requirements are necessary to avoid lowering the overall appearance (quality and harmony) of the community.

Accordingly, upon the specific request of a Lot owner, the ARC/Board may grant written permission for a Lot owner to clear his Lot(s) by bush-hogging or other means (excluding burning) providing that the owner agrees in writing to:

1. Do so in compliance with paragraph 6 of the Covenants;
2. Remove all cleared debris including, but not limited to felled trees and branches, stumps, etc. (as well as any other trash discovered during the work) within thirty (30) days after beginning the clearing work;
3. Provide periodic maintenance as required or as requested by the Board (mowing if grass has been planted on the lot or repeat bush-hogging if it has been left natural);
4. Repair any and all damage, if any, to all adjoining lots.

Lot owners interested in clearing their Lots are requested to contact the Chairman of the ARC prior to beginning any work to obtain the necessary written permission. Following the completion of the work, semi-annual inspections of "cleared lots" to determine the need for additional mowing or bush-hogging shall be conducted by the Covenants Committee.

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POLICY # 8

Animal Control

**Adopted at the BoD Meeting of September 16, 2003 and
Approved at the Annual Meeting on March 28, 2004**

There is a growing concern, as evidenced by the increasing number of complaints by residents at The Pointes, relating to uncontrolled pets roaming at will throughout our subdivision. The Board has discussed the safety, sanitary, destructive and personal conflict issues that can result from pets that are not under the immediate control and supervision of their owners. Therefore, in accordance with Paragraph #9 of the Declaration of Covenants, Conditions and Restrictions, the Board of Directors specifically approved the following policy with regard to Animal Control within The Pointes:

1. All domestic animals (to include cats and dogs) shall be under the control of their owners at all times. Dogs must either be on a leash or controlled by an electric (invisible) fence or collar device. The addition of fenced kennels is not allowed within The Pointes.
2. All owners who walk their animals through the neighborhood will be responsible for removing any waste left by the animal on the property of other owners. Please be considerate of your neighbors.

Any animal running at large in The Pointes is subject to the enforcement policy of Newberry County Animal Control that is taken from the **South Carolina Code of Laws** quoted below:

TITLE 47, CHAPTER 3. (Dogs and Other Domestic Pets),
ARTICLE 1. (Regulation by Counties and Municipalities)

SECTION 47-3-10. Definitions

For the purpose of this article:

- (1) "Animal" is defined as provided for in Chapter 1;
- (2) "Animal shelter" includes any premises designated by the county or municipal governing body for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this article;
- (3) "Dog" includes all members of the canine family, including foxes and other canines;
- (4) A dog is considered to be "running at large" if off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other restraining device;
- (5) A dog is deemed to be "under restraint" if on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device;
- (6) "Cat" includes all members of the feline family;
- (7) "Vicious dog" means any dog evidencing an abnormal inclination to attack persons or animals without provocation.

POLICY #8
Animal Control
Page Two

SECTION 47-3-40. Impoundment or quarantine of cat or dog running at large; release to owner.

The county or municipal animal shelter personnel or governmental animal control officers shall pick up and impound or quarantine any dog running at large or quarantine any cat. To obtain release of his dog or cat, an owner or keeper must satisfy animal shelter personnel that the dog or cat is currently inoculated against rabies and also pay an impound or quarantine fee determined by the governing body of the county or municipality. Payment of this fee bars prosecution under Section 47-3-50. All fees collected must be delivered to the county or municipal treasurer for deposit in the general fund of the county or municipality.

SECTION 47-3-50. Allowing dogs or cats to run at large; penalty.

- (A) It is unlawful in any county or municipality adopting penalty provisions pursuant to the provisions of this article for any dog or cat owner or other keeper of a dog or cat to:
- (1) allow his dog to run at large off of property owned, rented, or controlled by him;
 - (2) keep a vicious or unruly dog unless under restraint by a fence, chain or other means so that the dog cannot reach persons not on land owned, leased or controlled by him;
 - (3) release or take out of impoundment or quarantine without proper authority any dog or cat or resist county or municipal shelter personnel engaging in the capture and impoundment or quarantine of a dog or quarantining of a cat.
- (B) Any person who violates the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined fifty dollars for a first offense and not more than one hundred dollars for each subsequent offense.

In summary, if any animal is running at large on the property of another owner, said owner has the right to capture and contain the animal and to call Newberry Animal Control at 321-2185 to pick it up. ***Newberry County Animal Control will pick-up any animal that has been contained by a complainant on calls concerning animals running at large.***

FURTHER, in the event that Newberry County adopts a leash law at some future date, it shall be incorporated as a part of this Policy. The Board shall take action as required.