

STATE OF SOUTH CAROLINA) COVENANTS OF HARLESTON PLACE
) TOWNHOUSES
 COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that The Brumley Development Company, Inc., the owner of a certain parcel of land in the City of Charleston, Charleston County, South Carolina, and known as Harleston Place Townhouses which parcel of land is more fully represented and delineated on plat(s) of the same, made by Engineering, Surveying & Planning Co., Inc. dated June 1, 1984 and recorded in the R.M.C. Office for Charleston County in Plat Book BB, at Page 133, and as described on Exhibit "D" attached hereto hereby covenants and agrees on behalf of itself, its successors and assigns, with persons or entities who shall hereafter purchase the lots as shown on the aforesaid plat(s) (or made subject hereto by Deed or other written instrument) their successors, heirs and assigns, as follows:

ARTICLE I
 DEFINITIONS:

"Company" shall refer to The Brumley Development Company, Inc., its successors and assigns.

"Association" shall refer to Harleston Place Neighborhood Association, Inc., a South Carolina corporation. See Exhibit "A" attached hereto.

"Common Properties" shall refer to those areas of land, together with any improvements thereon, including roads (unless dedicated or conveyed to a governmental entity), fences, walls, brickwork, walkways, storm, drainage, water and sanitary sewer and irrigation lines and equipment, which are deeded to the Association and designated in said deed as "Common Properties." All common properties are to be maintained by, devoted to and intended for the common use and enjoyment of the owners of the lots shown on said plats.

"Owner" shall refer to the record owner, whether one or more legal persons or entities, of the fee simple title to any lot.

"By-Laws" shall refer to the By-Laws of the Association as amended from time to time. The original By-Laws are attached hereto as Exhibit "B".

"Rules and Regulations" means those rules and regulations adopted by the Association, as provided in the Bylaws attached hereto as Exhibit A. The initial rules and regulations are attached as an Exhibit to the Bylaws.

ARTICLE II
 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

The Company and every record owner of any lot which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned and when more than one person or entity owns such interest in any lot, all such persons or entities shall be members and 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 such lot. The Association may, but is not required to, issue stock. Any stock issued shall be on a pro rata basis, with one share being issued to the owner of each lot. Where more than one person or entity owns a lot they shall own the share attributable to that lot jointly. No one other than the record owner of a lot may own stock, and ownership of the stock shall pass with title to each lot. Any stock issued shall bear an appropriate legend to this effect.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Subject to the provisions of these Covenants and the Rules and Regulations of the Association, every owner shall have a right and easement of enjoyment in and to the common properties, including a right and easement for ingress and egress over roads, and such easement shall be appurtenant to and shall pass with the title to every lot.

The Company may retain the legal title to the common properties until the later of: (a) such time as it has completed improvements thereon; (b) until such time as, in the opinion of the Company, the Association is able to maintain the same; or (c) December 31, 1988 but notwithstanding any provision herein, the Company hereby covenants that it shall convey the Common Properties to the Association no later than December 31, 1988. The Company reserves the right to, but shall not be required to dedicate, convey or otherwise transfer title, until December 31, 1988, to all or a portion of the roads to an appropriate governmental agency.

The owner's rights and easements of enjoyment created hereby shall be subject to the easements set forth in Article XI and to the following:

- (a) The right of each lot owner to have access to such owner's lot by an easement appurtenant thereto for ingress, egress and regress over and upon the common properties; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against foreclosure; and
- (c) The right of each lot owner to have an easement appurtenant for utilities to such lot over and upon the common properties; and
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and the right of the Company or the Association to dedicate or transfer to any public or private utility, utility easements, provided for herein, or otherwise, on any part of the common properties; and
- (e) The right of the Association to maintain and landscape designated portions of each lot in order to harmonize the landscaping in the Property; and
- (f) The right of the Company, so long as it owns Lots, to place promotional signs on the property and maintain a sales office on the Property.
- (g) The right of the Company and the Association to dedicate, convey, or otherwise transfer ownership of the streets to any appropriate governmental agency.

ARTICLE IV
ASSESSMENTS:

4.1: Assessments: Each owner of any lot shall by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, agree to all of the terms and provisions of these Covenants, and to pay to the Association: (i) an initial working capital assessment; (ii) regular maintenance and management assessments; (iii) special assessments established and collected from time to time as hereinafter provided. The assessments provided for hereunder, whether maintenance and management assessments or special assessments, together with interest thereon and costs of collections therefor as hereinafter provided, shall be a charge and continuing lien on the lots against which each such assessment is made. The lien on any lot shall be junior and subordinate to any mortgage encumbering the lot that was duly recorded before the assessment was due. Each such assessment shall also be the personal obligation of the person(s) or entity who was the owner of such lot at the time when the assessment fell due. In the case of co-ownership of a lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessments. If any assessment is not paid within ten (10) days after the due date, the assessment may bear interest from the date of delinquency up to the maximum legal rate and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

4.2: Purposes: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and, in particular, for the administration, acquisition, improvement and maintenance of properties, services and facilities including roads devoted to this purpose and related to the exterior maintenance of the homes situated upon the property for the use and enjoyment of the Common Properties, including, but not limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the ByLaws, the payment of charges for garbage service, water furnished and water and sewer services rendered to the Common Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

4.3: Working Capital: At the time title is conveyed to an owner, each owner shall contribute to the working capital reserve established by the Interim Management Agent the sum of TWO HUNDRED AND NO/100 (\$200.00) DOLLARS. Such funds shall be used solely for initial operating and capital expenses of the Association and the common properties.

4.4: Fixing Assessments; Payment: The Board of Directors of the Association shall have the right and power to fix the assessments for each of the lots. Upon conveyance of a lot by the Company to an Owner, each lot owner shall pay at the time of closings a pro rata portion of the assessments for the current quarter, and thereafter will pay in advance quarterly assessments against his property. Such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association for the purposes stated herein. The assessment

shall be delinquent when not paid within thirty days after becoming due. Nothing herein shall prohibit the imposition of a monthly, or semi-annual or annual assessment in the place of the quarterly assessment herein contemplated, if so desired by the Board of Directors.

4.5: Changes in Assessments: Any assessment may be increased, adjusted or reduced from time to time by the Board of Directors or the Association, as the needs of the common property, in its judgment, may require, and each lot shall be subject to the same assessments.

4.6: Payment of Assessments: At the option of the Board, assessments shall be payable in monthly or quarterly installments, and upon default in the payment of any installments and after ten (10) days written notice, the Board at its option, may accelerate and demand payment for the entire annual assessment for the delinquent Owner, plus such late charges as may be assessed by the Board.

4.7: Special Assessments: In addition to the annual assessments authorized above, the Board of Directors may levy, in any calendar 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, or for any other expense, which in the opinion of the Board of Directors, is necessary to meet the needs of the common Property.

4.8: Maintenance Fund: The assessments collected by the Association shall be used to create a maintenance fund for the following: (i) providing lighting, pest control, landscape maintenance and general maintenance; (ii) improving and maintaining streets and parking areas comprising portions of the Common Properties; (iii) maintaining and improving amenities and recreational facilities located on the Common Properties of the Association; (iv) paying of taxes on the common property; and (v) doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate health and safety hazards, which in the opinion of the Board of Directors may be of general benefit to the owners of the lots.

4.9: Subordination of the Lien: The liens provided for herein shall be prior and superior to all other liens except (1) to the lien of any mortgage, and (2) the lien of any unpaid taxes in favor of any taxing unit. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V MANAGEMENT

5.1: From the date of the first conveyance of title by the Company to an owner of a lot shown on said plat(s) until the date of the first Association meeting, the Company or its designee, shall serve as the Interim Management Agent with responsibility for coordinating all normal management services of the Association. During such period, the Interim Management Agent, or its designee, shall receive a monthly management fee from each owner of SEVENTEEN AND NO/100 (\$17.00) DOLLARS, plus a maintenance assessment

payable monthly in the sum of Seventy-One Dollars and 50/100 (\$71.50) Dollars for site lighting, electricity, pest control, landscape maintenance and other association operating expenses.

Upon selection by the Association of a Regular Management Agent, the Interim Management Agent shall provide to the Regular Management Agent an accounting of operating revenues and expenses and turn over all unused funds to the Association. After adoption of the annual budget, the Company shall be subject to regular assessments for any lots with completed improvements built thereon and still owned by it.

ARTICLE VI RIGHTS OF THE COMPANY

6.1: Rights as Owner: The Company is the initial owner of each lot and shall be entitled to exercise all rights appurtenant thereto until such time as Company has conveyed such lot to another person.

6.2: Rights and Powers: Until December 31, 1988 the Company may appoint and remove members of the Board of Directors, and Company shall be entitled to exercise, without consent of the other Owners, all powers granted to the Owners or to the Board of Directors by this Declaration, or by the Bylaws. Any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved in writing by the Company. Company shall be entitled to withhold approval of any such action for any reason. (These rights of the Company and those set forth below are sometimes hereinafter referred to as "Declarant's special right", or the "Company's special rights".) Provided, however, that the Company may, at any time, in writing waive its rights to subject additional property to these covenants, and in such event, and only in such event, the Company's special rights shall terminate when the Company, or any successor or assign to whom the Company's special rights have been transferred, no longer owns 20% or more of the lots under construction, or upon which construction has been completed.

6.3: Dedication of Street: The Company reserves the right, until December 31, 1988 to dedicate, convey or otherwise transfer the streets comprising part of the common property to appropriate government agencies. After December 31, 1988, the Association shall have the right to so dedicate, convey or transfer the streets.

6.4: Additions of Land and Buildings: The Company, its successors and assigns, shall have the right, without further consent of the Association at any time prior to December 31, 1988 to bring within the plan and operation of this Declaration additional properties, whether or not owned by the Company, its successors or assigns, in future stages of the development, consisting in whole or in part of the real property described in Exhibit C hereto. The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

ARTICLE VII
EXTERIOR APPEARANCE OF DWELLINGS:

7.1: No change shall be made to the exterior appearance of any dwelling including but not limited to paint color, landscaping, electronic equipment or antennas, fans or air conditioning units, an the erection of any exterior window covering, awnings, or shutters, which can be seen from the outside of the dwelling, without the express approval of the Board of Directors of the Association.

No interior window dressing may be installed visible from the exterior unless such has a white or beige liner, without permission of the Board of Directors.

ARTICLE VIII
EXTERIOR MAINTENANCE:

8.1: Notwithstanding anything contained herein the Association in addition to maintaining the Common Properties shall have the right, but not the obligation, to provide exterior maintenance to each lot and improvements thereon. Any cost incurred in connection with such maintenance shall be a lien against the lot and may be collected in the same fashion as a Common Property maintenance assessment described above. In order to enable the Association to make all necessary maintenance and repairs, the Association shall have the right of unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this paragraph.

ARTICLE IX
PARTY WALLS:

9.1: General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omission shall apply thereto.

9.2: Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3: Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4: Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his own negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.5: Right to Contribute Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.6: Arbitration: In the event of any dispute arising, concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and

such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

ARTICLE X
USE RESTRICTIONS:

10.1: Land Use and Building Type: No lot shall be used except for private residential purposes of a single family, provided, however, that nothing herein shall prevent Company from using any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.

10.2: Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

10.3: Animals: No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that no more than three (3) household pets (including no more than two (2) dogs) may be kept or maintained provided that they are not kept for commercial purposes, and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. Dogs, cats and other household pets shall be permitted to the Common Area, subject to the rules and regulations of the Association, only if control of such pets is maintained by leashes.

10.4: Resubdivision: No lot shall be subdivided or reduced in size.

10.5: Outside Antennas: No outside radio or television antennas shall be erected on the properties or dwelling unit within the Properties unless and until permission of the same has been granted by the Board of Directors of the Association.

10.6: Clothes Drying: No drying or airing of any clothing or bedding, including beach towels, shall be permitted outdoors on the Properties or over the porch railings.

10.7: Trucks and Similar Vehicles: Parking of trucks, boats, buses, trailers, camping trailers, motor homes and similar vehicles shall be out of view in garages or in such areas as may specifically be provided for the parking of such vehicles.

10.8: Plants and Trees: Plants and trees now or hereinafter located upon the Properties shall be maintained by the Association, and may not be removed except by permission of the Board of Directors. No additional plants, trees or shrubs may be planted upon the Properties without written approval of the Board of Directors.

10.9: Outdoor Recreational Equipment: No gym sets, sand boxes, basketball goals or other outdoor recreational equipment shall be installed or used upon the Properties, except in areas specifically provided for recreational purposes by the Board of Directors.

10.10: Prohibited Work: No Owner shall do any work which would jeopardize the soundness and safety of the Properties, reduce the value thereof or impair any easement or hereditament without, in every such case, unanimous consent of all other Owners affected being first obtained.

ARTICLE XI
EASEMENTS

11.1: Reservation: (a) Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and across the Common Areas, and certain designated lots, as shown on the recorded plat, for use by Company, utility companies, and public agencies in connection with this development. (b) The Company further reserves unto itself, its successors and assigns, an easement for construction and maintenance of a brick or other wall or fence around the Property.

11.2: Mutual Easements: There shall be appurtenant to each lot a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other lot. Each lot shall be subject to an easement in favor of other lots for use of all pipes, wires, cables, conduits, utility lines, flues and ducts situated on or across such lot and serving other lots.

There shall be appurtenant to each lot a reciprocal easement for the maintenance of the improvements located thereon and for the joint use of exterior and interior stairs and stairways where such stair or stairway provides ingress and egress to two living units. Such easement of use shall include reasonable access to and from such stair or stairway and no obstruction will be permitted in or around the easements hereby created which would obstruct ingress and egress. The easement hereby created is one of necessity and shall be a covenant running with the land.

11.3: Encroachments: If any portion of the Common Area or any improvements erected thereon now encroaches upon any lot, or if any improvements on any lot now encroach on any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of (a) settling of any improvements; (b) repair, reconstruction or alteration by the Association of any improvements located within the Common Area; (c) repair or reconstruction of any dwelling unit following damage by fire or other casualty; or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same.

ARTICLE XII
REPAIR, RESTORATION AND REBUILDING, INSURANCE:

13.1: Repair, Restoration and Rebuilding: In the event any part of the properties or any of the residential units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner or Owners of the Property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, the same building built to original specifications, subject only to the right of the Association (which right if hereby granted to the Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the members, which majority shall include the affirmative vote of all the Owners whose homes shall have been damaged or destroyed.

13.2: Board of Directors to Supervise: All repair, restoration or rebuilding pursuant to the provision of Article XII shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and

correct completion of the work concerned, and the Owner or Owners of each home which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

13.3: Rights of Association: The Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration and rebuilding; to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various homes which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various homes; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

13.4: Lien Rights of Association: In any case in which the Owner or Owners of the home concerned shall fail to carry out and see to the repair, restoration or rebuilding, and in any case where more than one contiguous home shall be involved, the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article XII.

In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding then the Board of Directors shall levy a special assessment against all Owners of the damaged dwelling units in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such dwelling units to make up any deficiency.

The Association shall have and is hereby given a continuing lien on the lot for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof; (b) interest at the highest rate permitted by law, but not exceeding fifteen (15%) percent per annum from the date of the Association's payment of such costs; and (c) reasonable attorney's fees and any court or other costs incurred by the Association in connection therewith, which lien shall encumber such lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefor, as aforesaid, such lien may be foreclosed against the lot by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien on this Section 4 provided shall be subordinate to the lien of any mortgage, now or hereafter placed upon the lot.

13.5: Insurance Required: Each unit owner shall keep his unit properly insured against fire and other hazards normally insured against. Each owner shall provide proof of such insurance to the Association upon request. The Association may insure the property against risks without prejudice to the right of each Owner to insure his dwelling on his own account.

13.5: Association Not Liable: The Association and its officers, directors, employees, agents and representatives shall have no liability to any Owner for damage to or loss of either the real or any personal property of said Owner. Each insurer of any of said Owner's interest in said real or personal property shall be bound by the provision in each policy of insurance concerned, waive its rights of

subrogation against the Association and its officers, directors, employees, agents or representatives.

13.7: Obligation of Association: Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article shall be limited to the repair, restoration and rebuilding of the Common Areas and the Association shall not be responsible for the repair or replacement of the personal property of the Owner or Owners.

ARTICLE XIII
GENERAL:

14.1: Duration and Amendment: These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Company or the owner of any lot subject hereto for a term of twenty (20) years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless two-thirds of the then owners vote to terminate these Covenants at a duly called meeting of the Association. The Covenants may be amended at any time upon the affirmative vote of two-thirds of the owners entitled to vote at a duly called meeting of the Association. During the period ending one year from the date hereof, the Company may delete, amend or add to these Covenants, without the consent of the owners, to clarify or correct any of the items hereof. The Company shall not, by reason of any power herein reserved, have the right to alter the amount or method of making annual, monthly, or special assessments, nor to affect the voting rights of any owner.

14.2: Severability: Should any covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

14.3: Enforcement: Enforcement of these covenants and restrictions and any rules and regulations adopted by the Association pursuant to its By-Laws, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any rule, regulation, covenant or restriction, either to restrain violation or to recover liquidated damages in amounts established by the Association and assessed as a lien against the land, or to proceed against the land to enforce any lien created by these covenants; and failure by the Association or 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.

IN WITNESS WHEREOF, THE BRUMLEY DEVELOPMENT COMPANY, INC., has caused these presents to be executed in its name by Frank Brumley, its President, and by Alan Saffer, its Secretary, this 7th day of March, 1985.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

James S. Elliott
John L. Johnston

THE BRUMLEY DEVELOPMENT
COMPANY, INC.

By Frank Brumley
Frank Brumley
Its President

By Alan Saffer
Alan Saffer
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within named THE BRUMLEY DEVELOPMENT COMPANY, INC., by FRANK W. BRUMLEY, its President, and by Alan Saffer, its Secretary, sign, seal, and as its act and deed deliver the within written COVENANTS OF HARLESTON PLACE TOWNHOUSES, and that (s)he with the other witness above named witnessed the execution thereof.

James R. Johnston

SWORN to before me, this 7th day of March, 1985.

James I. Elliott
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 2-27-94

EXHIBIT A
 STATE OF SOUTH CAROLINA
 SECRETARY OF STATE
 ARTICLES OF INCORPORATION

BK VI 43 PG 205
 Form & Chapter, Charleston, SC 29403-1800 January

OF

Harleston Place Neighborhood Association, Inc.

For Use By
 The Secretary of State
 File No.
 Fee Paid \$
 R. N.
 Date

(File This Form in
 Duplicate Originals)
 (Sect. 33-7-30 of 1976 Code)

This Space For Use By
 The Secretary of State

FEB 27 1985
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(INSTRUCTIONS ON PAGE 4)

- The name of the proposed corporation is Harleston Place Neighborhood Association, Inc.
- The initial registered office of the corporation is 180 Meeting Street, Suit 250
Street and Number
 located in the city of Charleston, county of Charleston and
 the State of South Carolina and the name of its initial registered agent at such address is
Alan Saffer
- The period of duration of the corporation shall be perpetual ~~xxxxxxxxxxxxxxxxxxxx~~
- The corporation is authorized to issue shares of stock as follows:

Class of shares	Authorized No. of each class	Par Value
Common	1,000	\$.01
.....
.....
.....
.....
.....
.....

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

Date FEB 27 1985
 CERTIFIED TO BE A TRUE AND CORRECT COPY
 AS TAKEN FROM AND COMPARED WITH THE
 ORIGINAL FILED IN THIS OFFICE.
John T. Campbell
 SECRETARY OF STATE OF SOUTH CAROLINA

- Total authorized capital stock \$10.00
 Please see instructions on Page 4.
- The existence of the corporation shall begin as of the filing date with the Secretary of State ~~xxxxxxxx~~
~~xx~~
- The number of directors constituting the initial board of Directors of the corporation is one (1) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

<u>Alan Saffer</u>	<u>180 Meeting St., Charleston, S.C. 29401</u>
Name	Address
.....
Name	Address
.....
Name	Address
.....
Name	Address
.....
Name	Address
.....

.....
Name
.....
Name

.....
Address
.....
Address

8. The general nature of the business for which the corporation is organized is (it is not necessary to set forth in the purposes powers enumerated Section (33-3-10 of 1976 Code).
To serve as property owner's association for and administer the affairs of
Harleston Place Townhouses, Charleston, S. C.

9. Provisions which the incorporators elect to include in the articles of incorporation are as follows:
None

10. The name and address of each incorporator is.

Name
Alan Saffer

Street & Box No.
180 Meeting Street
P. O. Box Y

City
Chas.

County
Chas.

State
S.C.

Date February 25, 1985

Alan Saffer
.....
(Signature of Incorporator)

Alan Saffer
.....
(Type or Print Name)

.....
(Signature of Incorporator)

.....
(Type or Print Name)

.....
(Signature of Incorporator)

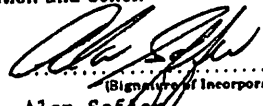
.....
(Type or Print Name)

V143-206

STATE OF ... South Carolina
COUNTY OF Charleston

The undersigned Alan Saffer

do hereby certify that he is the incorporator of Harleston Place Neighborhood Association, Inc.
are authorized to execute this verification; that each of the undersigned for himself does hereby further certify
that he has read the foregoing document, understands the meaning and purport of the statements therein con-
tained and the same are true to the best of his information and belief.



Alan Saffer
(Signature of Incorporator)

(Signature of Incorporator)
(Each Incorporator Must Sign)

11. I, Mark S. Sharpe....., an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of chapter 7 of Title 33 of the South Carolina Code of 1976, relating to the organization of corporations, and that in my opinion, the corporation is organized for a lawful purpose.

Date February 25, 1985.....



Mark S. Sharpe.....
(Type or Print Name)
Sinkler Gibbs & Simons
Address P. O. Box 340
Charleston, S. C. 29402.....

SCHEDULE OF FEES
(Payable at time of filing Articles of With Secretary of State)

Fee for filing Articles	\$	5.00
In addition to the above, \$.40 for each \$1,000.00 of the aggregate value of shares which the Corporation is authorized to issue, but in not case less than nor more than		40.00 1,000.00

NOTE: THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BEFORE IT WILL BE ACCEPTED FOR FILING.
THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS AND A CHECK IN THE AMOUNT OF \$10 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.
*Please see instructions on the reverse side.

EXHIBIT B TO COVENANTS OF
HARLESTON PLACE TOWNHOUSES

BY-LAWS OF HARLESTON PLACE NEIGHBORHOOD
ASSOCIATION, A SOUTH CAROLINA CORPORATION

ARTICLE I

NAME, LOCATION AND PURPOSE:

Section 1. The name of this corporation shall be Harleston Place Neighborhood Association, Inc.

Section 2. Its principal office shall be located at Charleston, Charleston County, South Carolina.

Section 3. The object, purpose and business which this corporation proposes to do shall be to own, acquire, build, operate and maintain open spaces, streets and certain other common facilities incident to its ownership of the common properties located at Harleston Place Townhouses, Charleston, Charleston County, South Carolina.

(a) To fix assessments or charges to be levied against the lots in Harleston Place Townhouses.

(b) Enforce any and all covenants, restrictions and agreements applicable to the lots.

(c) Pay taxes, if any, on the common property and facilities at Harleston Place Townhouses, Charleston, Charleston County, South Carolina.

ARTICLE II

SEAL

The corporation shall have a seal bearing the words "Seal" in the center, and having the words "Harleston Place Townhouses" encircling the edge.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every legal person or entity who is the record owner of the fee simple title to any lot in Harleston Place Townhouses, Charleston, Charleston County, South Carolina, which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned, and when more than one person or entity own such interest in any lot, all such persons or entities shall be members and vote for such lots 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.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consist of five Directors. Those members of the Board appointed by the Company shall hold office until their successors have been appointed by the Declarant or until their successors have been elected and qualified. After the special rights of the Company have been terminated, the members shall elect Directors to serve staggered terms, two (2) for three (3) years, two (2) for two (2) years, and one (1) for one (1) year, and they shall serve until their successors shall be elected for a term of three (3) years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and any

such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. The Board shall meet for the transaction of business at such place as may be designated from time to time. Special meetings of the Board may be called by the President or two members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each Board member before the time appointed for such meeting.

Section 4. The Directors shall act only as a Board and the individual Directors shall have no power as such. A majority of the Directors in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same, from time to time, without notice, until a quorum be at hand. Board Members must be present in person, not by proxy. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. The Board of Directors, after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 6. The Board of Directors shall have the power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of five members of the voting membership, as provided in Article VI, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Section 4 of the Protective Covenants provided that no assessment of liquidated damages as authorized by subsection (e) herein shall be made earlier than thirty (30) days after the subject member has been given notice of the subject violation and the amount of liquidated damages to be assessed if the violation is not corrected.
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the conduct of the members their guests thereon, and any pets of the members or their guests. Initial rules and regulations are attached hereto, and shall remain in effect until changed by the Board of Directors.
- (e) To adopt a schedule of liquidated damages for the violation of any rule, regulation, covenant or restriction to be assessed against the lot of any person or persons violating such rule, regulation, covenant or restriction.

- (f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.
- (g) To suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid; and to suspend the enjoyment of rights of any member, for a period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association. Any action taken pursuant to this subsection shall be cumulative to any and all other remedies available to the Association.

Section 7. It shall be the duty of the Board of Directors:

- (a) To keep records of 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 is requested in writing by five members of the voting membership, as provided in Article VI, Section 2.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in Sections 4 and 5 of the Protective Covenants applicable to The Properties:
 - (1) To fix the amount of the assessment against each lot for each assessment period at least thirty days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
 - (3) To send written notice of each assessment to every owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid.

ARTICLE V

OFFICERS

Section 1. The Executive Officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. The first President shall hold office for two (2) years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors, hereinafter sometimes referred to as the Board. They shall take office immediately after election. The officers of the corporation the first year need not be members of Harleston Place Townhouses Owners Association. Thereafter, all officers shall be members of the association.

Section 2. Subject to the direction of the Board of Directors, the President shall be chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio a member of all committees.

Section 3. The Vice President shall have the power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of members' meetings and books provided for that purpose; he shall have the custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation, and shall perform all duties incident to the office of treasurer, subject to control of the Board of Directors and the President. If required by the Board, he shall give a bond for faithful discharge of his duties in such sum as the Board may require.

Section 6. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE VI

INDEMNIFICATION OF THE BOARD MEMBERS AND OFFICERS

Section 1. No Board member or officer of the Association shall be liable to any member for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of these By-Laws.

Section 2. The Association shall indemnify and defend each Board Member and officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Board Member or any officer of the Association if all of the following conditions are satisfied:

- (a) Such Board Member or officer has not acted in bad faith or in reckless disregard of the rights of any person or of the terms of these By-Laws.
- (b) Such Board Member or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same.
- (c) Such Board Member or officer cooperates with the Association in defending against the liability.

The expense of indemnifying a Board member or an officer shall be borne by all the members, including such Board Member or officer and shall be collected by a special assessment. The Association may obtain appropriate insurance policies to provide for such indemnity.

ARTICLE VII

MEETINGS OF MEMBERS

Section 1. There shall be an annual meeting of the members of the corporation at such time and place as may be designated, for the transaction of such business as may come before the meeting. Notice of each annual meeting, stating the time, date, place and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least thirty days prior to the meeting.

Section 2. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five memberships. Notice of each special meeting, stating the time, date, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. At any meeting of the members, a quorum shall consist of members owning forty percent (40%) of the lots in Harleston Place Townhouses present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE VIII

NOTICE

Section 1. Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice but such notice may be given in writing by depositing the same in a post office in Charleston County, South Carolina, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE IX

CONTRACTS AND OWNERSHIP OF PROPERTY

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of the Corporation, and such authority may be general or confined to specific instances.

Section 2. All instruments in writing affecting any real estate which may be owned by the corporation, shall be executed and acknowledged in the name of the corporation by the President and attested by the Secretary, with the corporate seal affixed thereto.

ARTICLE X

AMENDMENT OF BY-LAWS

Section 1. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any regular or special meeting of the Association, by two-thirds vote of those in attendance, either in person or by proxy, and eligible to vote. Notice of such meeting stating the time, date, place and in general terms the subject of such amendment, shall be sent by mail to the last known address

of all members at least thirty (30) days prior to the meeting.

Section 2. Any and all amendments to the By-Laws shall be effective upon adoption by the Association and binding upon all members and need not be recorded in the R.M.C. Office for Charleston County. A current copy of the By-Laws shall be available to any prospective member upon request.

INITIAL
RULES AND REGULATIONS OF THE
HARLESTON PLACE NEIGHBORHOOD ASSOCIATION

GENERAL

1. The Harleston Place Neighborhood Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. As used in these Regulations the term "unit owners" shall apply to the owner of any unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of that unit owner, his family or tenant of that unit owner. As used in these Regulations the term "Association" shall include the Association and any Managing Agent when the Managing Agent is acting on behalf of the Association.

3. The unit owners shall comply with all these Regulations.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

Restrictions on Use

5. No part of the Townhouses shall be used for any purpose except housing and the common purposes for which the Townhouse was designed. Each unit shall be used as a residence for a single family, its servants and guests.

6. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as expressly provided herein or in the Bylaws.

7. Nothing shall be done or kept in any of the common elements that will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or on the common elements that will result in the cancellation of insurance on the building or contents thereof or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any unit or storage area. No waste shall be committed on the common elements.

8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.

9. Except in the common areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the common elements.

10. Each unit owner shall keep his unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

11. Nothing shall be done in any unit or on the common elements that may impair the structural integrity of the building or that may change the building structurally nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

12. No noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in the building or do or permit anything that will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television or musical instrument in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound-producing devices in a unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants of the building.

13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Townhouses, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Townhouses or in any unit, nor shall any unit be used or rented for transient, hotel or motel purposes. The Company and the Board of Directors or the Managing Agent reserve the right to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby

given to any Mortgagee who may become the owner of any unit to place those signs on any unit owned by that Mortgagee.

14. Draperies, curtains or venetian blinds must be installed by each unit owner on all windows of his unit and must be maintained thereon at all times.

15. No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon windows, doors or masonry of that unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of his unit. A unit owner may, however, use a central radio or television antenna provided as a part of his unit. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the common elements except in those areas that may be designated specifically for that use by the Board of Directors. Porches shall not be used as storage areas. No terrace shall be enclosed or covered by a unit owner after settlement without the prior consent in writing of the Board of Directors.

16. No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon his unit.

Pet Rules

17. No animals or reptiles of any kind shall be raised, bred or kept in any unit or on the common elements, except that small, orderly dogs, cats or other household pets, not to exceed two per unit without the prior approval of the Board of Directors, may be kept in a unit, subject to compliance with the Bylaws and these Regulations.

18. A pet may be maintained in a unit so long as it is not a nuisance. Actions that will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

19. All pets must be registered and innoculated as required by law and registered with the Association office.

20. Pet owners are fully responsible for any personal injuries or property damage or both caused by their pets.

21. Pets must be leashed. Leashes may not exceed six (6) feet in length. Owners of pets walked upon the common

elements must promptly clean up their pets' droppings in all areas outside the authorized pet exercise areas.

Parking and Storage

22. All personal property placed in any portion of the buildings or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage of or to that property.

23. Should an employee of the Association at the request of a unit owner move, handle or store any articles or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, that employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

24. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. Buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in garages out of view and in driveways. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the property with conspicuous "For Sale" signs attached.

25. All unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

26. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the property, the Association shall be held harmless by that unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are expressly waived. The unit owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

Entry into Units

27. The Association or Managing Agent shall not cause a master key system to be used for units on the property; however, each unit owner may provide to the Association or

the Managing Agent, and the Association or Managing Agent shall have the right to keep, if so provided, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to the unit is necessitated by the fact or threat of fire, flood, or any other condition that may adversely affect the common elements or other units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to insure the proper use of the emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted above. Unit owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a unit for casual or non-emergency entry ("convenience keys"). Convenience keys shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a unit without the prior written consent of the Board of Directors.

Moving

28. Except during the initial ninety (90)-day move-in period in each building for the original purchasers or their lessees, move-ins and move-outs are restricted to the hours between 9:00 a.m. and 5:00 p.m.

Association

29. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Managing Agent's office by check or money order, payable to the Association. Cash will not be accepted.

30. Complaints regarding the management of the Association or regarding actions of other unit owners shall be made in writing to the Managing Agent or the Board of Directors. No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

Consideration in Use of Units

31. All persons shall be properly attired when appearing in any of the following portions of the Property: any public spaces of the Property.

General

BK VI43PG219

32. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements.

33. Solicitors are not permitted on the Property. If any unit owner is contacted by a solicitor on the Property, the Managing Agent must be notified immediately.

34. No garage sales, yard sales, rummage or similar public sales may be conducted on the Property.

BK V143PG220

EXHIBIT "C"

ALL that certain piece, parcel or lot of land, shown as Future Development, 101,620 square feet located in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated on a plat entitled "Phase I Subdivision Plat Of Marleston Place" prepared by Engineering, Surveying, & Planning Co., Inc., dated September 27, 1984, and recorded in the R.M.C. Office for Charleston County in Plat Book BB, at Page 133, and made a part hereof by reference. Said Future Development Tract having such size, shape, metes, bounds, location, and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more fully and complete description.

DN V143PG22D-A

EXHIBIT "D"

ALL that certain piece, parcel or lot of land, known as Phase I, Harleston Place, located in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated on a plat entitled "Phase I Subdivison Plat Of Harleston Place" prepared by Engineering, Surveying, & Planning Co., Inc., dated September 27, 1984, and in the R.M.C. Office for Charleston County in Plat Book BB, at Page 133, and made a part hereof by reference. Said Phase I having such size, shape, metes, bounds, location, and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more fully and complete description.

BEING more particularly described as Units 1, 2, 3, 5, 7, 9, 11, 13, 14, and 15 and all common areas and streets located in said Phase I and as shown on the above referenced plat

SINKLER GIBBS & SIMONS, P.A.
POST OFFICE BOX 340
CHARLESTON, S. C. 29402

BK V143PG221

FILED, INDEXED & RECORDED

V143 - 194

NOV 8 1988

CLERK OF COURT
CHARLESTON COUNTY, S.C.

30.00

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sh

STATE OF SOUTH CAROLINA) AMENDMENT NUMBER 1 TO
) COVENANTS OF HARLESTON PLACE
COUNTY OF CHARLESTON) TOWNHOUSES

WHEREAS, by Covenants Of Harleston Place Townhouses dated March 7, 1985, (the "Covenants") and recorded March 8, 1985, in the R.M.C. Office for Charleston County in Book V-143, at Page 194, Brumley Development Company, Inc. (the "Grantor") subjected certain property known as Phase I Harleston Place to the above Covenants;

WHEREAS, Grantor reserved the right to subject certain additional property to the Covenants.

WHEREAS, Grantor now desires to subject additional property as herein below described to the Covenants as described above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor does hereby submit the property described on the attached Exhibit "A" (the "Property") to the Covenants, and does agree on behalf of itself, its successors, and assigns with persons or entities who shall hereafter purchase the Property or any part thereof that the Property shall be subject to the Covenants, and to fully comply with the Covenants.

IN WITNESS WHEREOF, BRUMLEY DEVELOPMENT COMPANY, INC., has caused these presents to be executed in its name by Frank W. Brumley, its President, and by Alan Saffer, its Secretary, this 3rd day of October, 1985.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Margaret E. Rain

James S. Elliott

BRUMLEY DEVELOPMENT
COMPANY, INC.

By Frank W. Brumley
FRANK W. BRUMLEY
Its President

By Alan Saffer
ALAN SAFFER
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Brumley Development Company, Inc., by Frank W. Brumley, its President, and by Alan Saffer, its Secretary, as its act and deed sign and seal the within written Amendment Number 1 To Covenants Of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

Margaret E. Rain

SWORN TO BEFORE ME THIS
3rd day of October, 1985.

James S. Elliott
Notary Public for South Carolina
My Commission Expires: 2-27-94

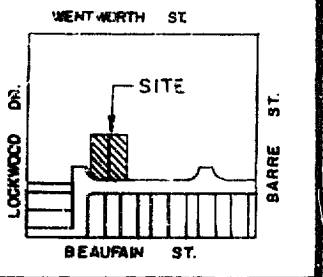
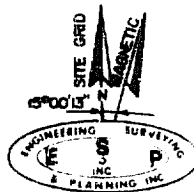
EXHIBIT "A"

ALL that certain pieces, parcels or lots of land, known as Units 10 and 12, Phase II, Harleston Place, located in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated on a plat entitled "Plat Showing Lots 10 & 12, Phase II, Harleston Place, City of Charleston, Charleston County, SC" prepared by Engineering, Surveying, & Planning Co., Inc., dated September 23, 1985, and recorded in the R.M.C. Office for Charleston County in Plat Book BF, at Page 98. The said Units 10 and 12, Phase II, having such size, shape, metes, bounds, location, and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more complete description.

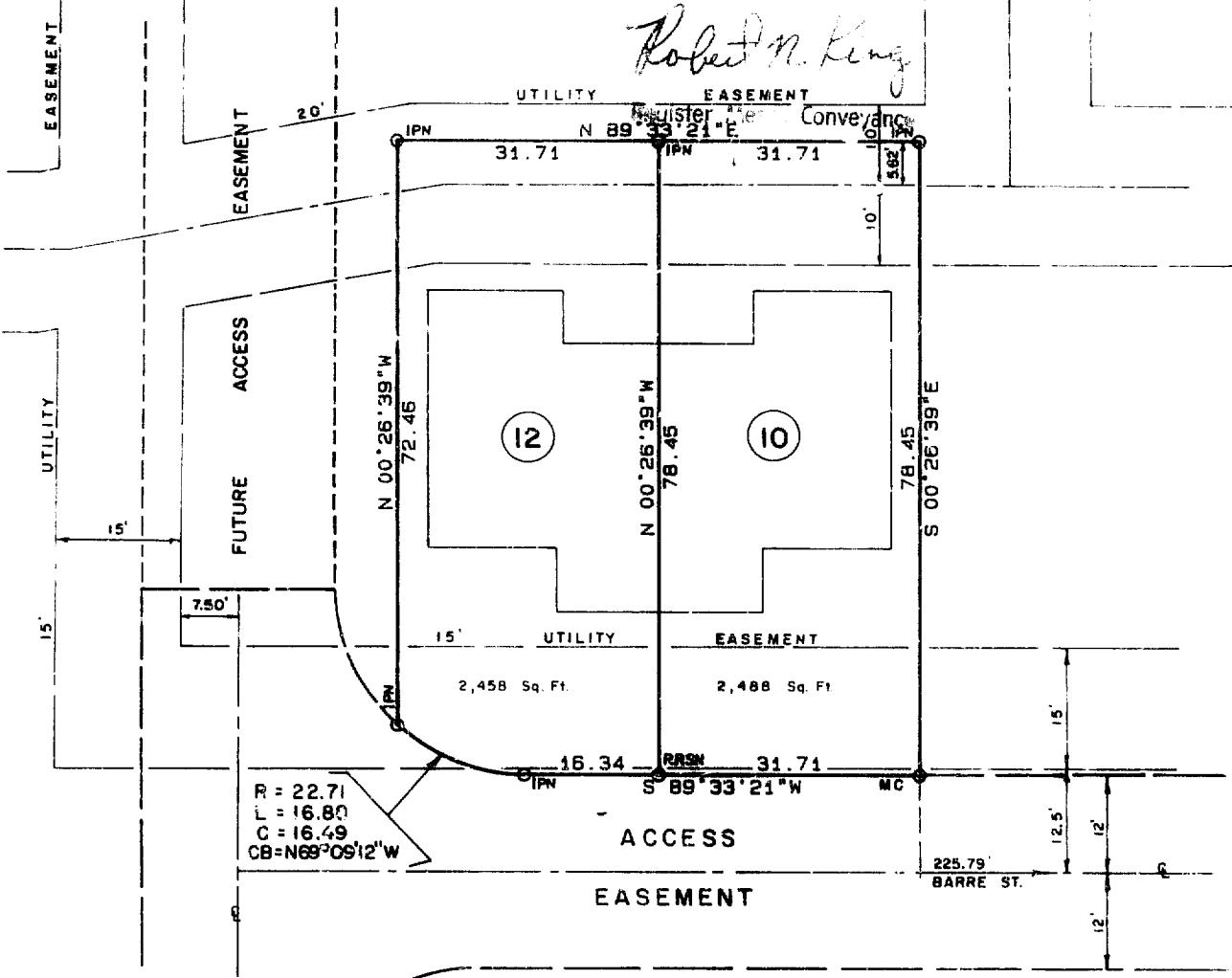
BK P 1427-005

City of Charleston, South Carolina
Office of Building Inspection & Code Enforcement

Plat No. 40 of 3 day of Oct 1985
Page 98 and containing 10 lots
copy FUTURE DEVELOPMENT
No. 40
Signature: *Robert N. King*



LOCATION MAP
(NOT TO SCALE)

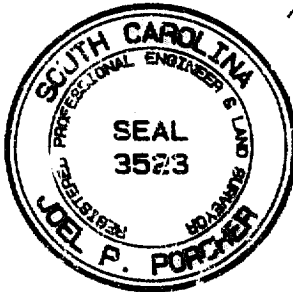


R = 22.71
L = 16.80
C = 16.49
CB = N69°05'12" W

REFERENCE PLAT BY	RECORDED IN DATE	CHARLESTON R.M.C. OFFICE BOOK	PAGE
JOEL P. PORCHER	JUNE 20, 1983	8A	53
JOEL P. PORCHER	SEPT. 27, 1984	8B	133

LEGEND:
 IPN - IRON PIPE NEW
 MC - MARK ON CURB
 RRSN - RAILROAD SPIKE NEW

TAX MAP No. 457-3-3



APPROVED PLAT
 DATE 9/25/85
John D. Ferrner, Jr.
 ENGINEERING DIVISION
 CITY OF CHARLESTON

PLAT SHOWING
 LOTS 10 & 12
 PHASE II
 CHARLESTON PLACE
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SC
 SCALE: 1" = 20' SEPTEMBER 23, 1985

I, JOEL P. PORCHER, a Registered Land Surveyor in the State of South Carolina, hereby certify that I have surveyed the property shown herein, that this plat shows the true dimensions of the property, that all necessary monuments have been installed and to a precision of 1/10,000

JOEL P. PORCHER
 CIVIL ENGINEER & LAND SURVEYOR
 S.C. Reg. No. 3523



ENGINEERING, SURVEYING & PLANNING, INC.

DWG. NO. LS-588

16 CHARLOTTE ST., CHARLESTON, S.C.

POST OFFICE BOX 310
CHARLESTON, S. C. 29407

DN 11 148-413

901
-YML

FILED IN RECORDED

R148-413

1985 OCT -3 PM 4:24

ROBERT N. KING
REGISTER MENSURE CONVEYANCE
CHARLESTON COUNTY, S.C.

STATE OF SOUTH CAROLINA) AMENDMENT NUMBER 2 TO
) COVENANTS OF HARLESTON PLACE
COUNTY OF CHARLESTON) TOWNHOUSES

WHEREAS, by Covenants Of Harleston Place Townhouses dated March 7, 1985, (the "Covenants") and recorded March 8, 1985, in the R.M.C. Office for Charleston County in Book V-143, at Page 194, Brumley Development Company, Inc., now known as The Brumley-McKinney Company, Inc. (the "Grantor") subjected certain property known as Phase I Harleston Place to the above Covenants;

WHEREAS, Grantor reserved the right to subject certain additional property to the Covenants.

WHEREAS, Grantor now desires to subject additional property as herein below described to the Covenants as described above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor does hereby submit the property described on the attached Exhibit "A" (the "Property") to the Covenants, and does agree on behalf of itself, its successors, and assigns with persons or entities who shall hereafter purchase the Property or any part thereof that the Property shall be subject to the Covenants, and to fully comply with the Covenants.

IN WITNESS WHEREOF, THE BRUMLEY-MCKINNEY COMPANY, INC., has caused these presents to be executed in its name by Patrick W. McKinney, its President, and by Frank W. Brumley, its Secretary, this 6th day of February, 1986.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Martha D. Hanagis

David M. Swanson

THE BRUMLEY-MCKINNEY
COMPANY, INC.

By [Signature]
PATRICK W. MCKINNEY
Its President

By [Signature]
FRANK W. BRUMLEY
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named The Brumley-McKinney Company, Inc., by Patrick W. McKinney, its President, and by Frank W. Brumley, its Secretary, as its act and deed sign and seal the within written Amendment Number 2 To Covenants Of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

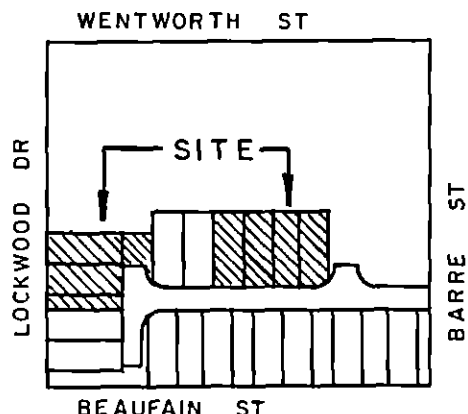
Martha D. Hanagis

SWORN TO BEFORE ME THIS
6th day of February, 1986.

David M. Swanson
Notary Public for South Carolina
My Commission Expires: 1-5-91

EXHIBIT "A"

ALL those certain pieces, parcels, or lots of land, known as Units 4, 6, 8, 16 & 17 Phase II, Harleston Place, located in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated on a plat entitled "Plat Showing Lots 4, 6, 8, 16 & 17, Phase II, Harleston Place, City of Charleston, Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc., dated October 31, 1985, and recorded in the R.M.C. Office for Charleston County in Plat Book B G, at Page 189. The said Units 4, 6, 8, 16 & 17 Phase II, having such size, shape, metes, bounds, location, and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more complete description.



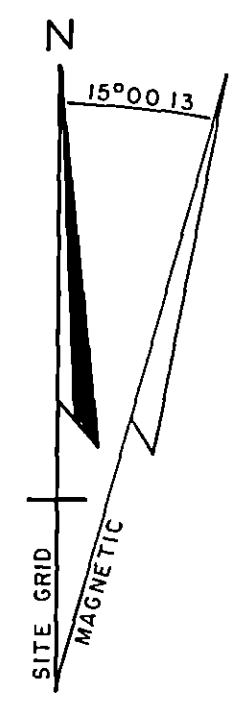
BK S 151 PG 742
 h re ton South Carolina
 O'ldre o' Re-lister Mesne Conveyance
 Plat recorded this 10 day of Feb 1986
 12 o'clock in Plat Book 89 Page 189, and tracing cloth
 copy filed in File 2 Drawer 3 Folder 44, Drawing
 No. 20 Original plat (a white print) delivered
 to *Franklin Wilson & Sons, PA*

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	44 39 09	21 76	16 96	8 94	16 53	S 67 13 46 W
2	47 51 50	22 71	18 97	10 08	18 42	N 23 55 49 W

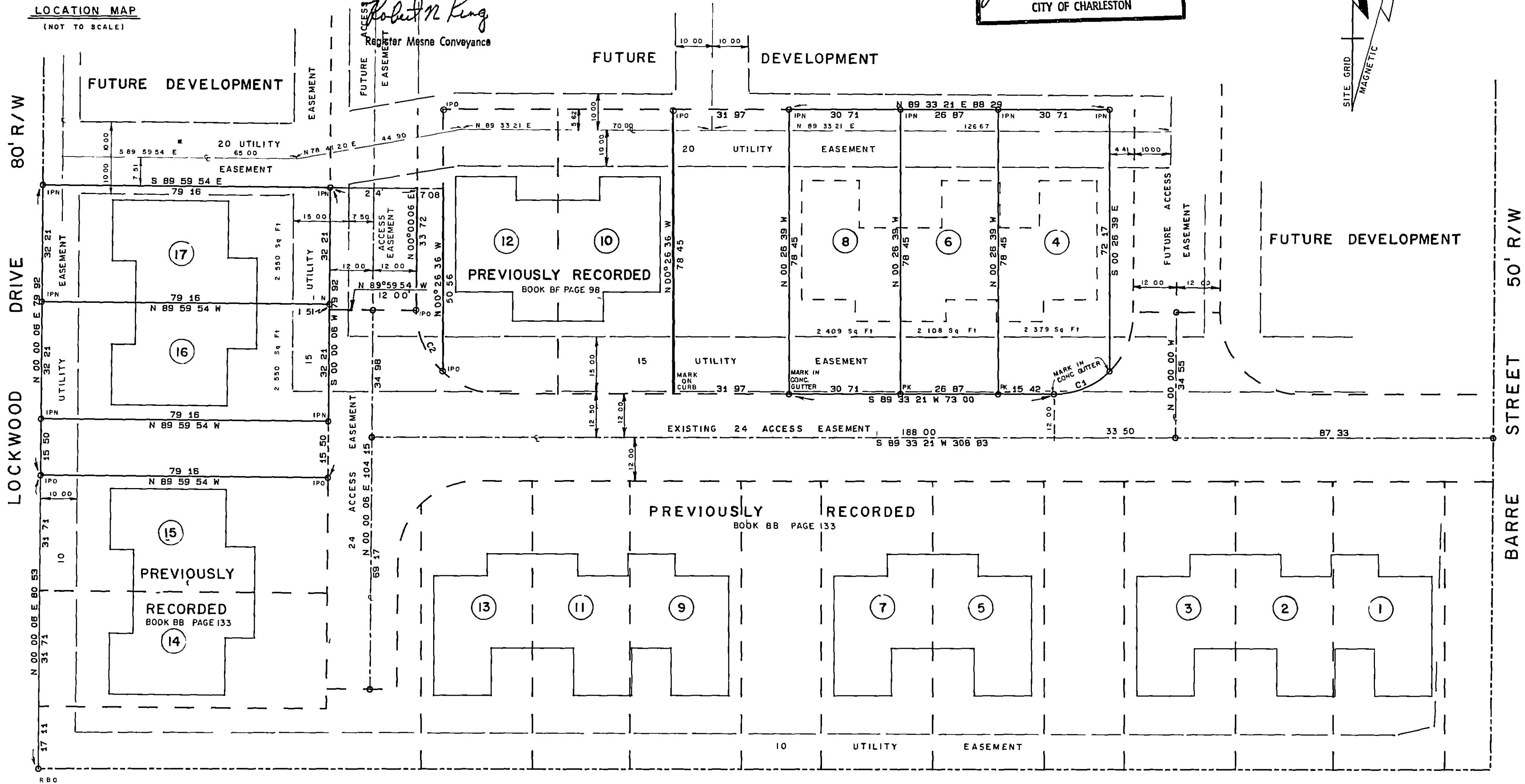
LEGEND
 R B O - OLD IRON ROD
 I P O - OLD IRON PIPE
 I P N - NEW IRON PIPE
 P K - P K NAIL

REFERENCE PLATS RECORDED IN CHARLESTON COUNTY R M C OFFICE
 PLAT BY DATE BOOK PAGE
 JOEL P PORCHER JUNE 20 1983 BA 53
 JOEL P PORCHER SEPTEMBER 27 1984 BB 133
 JOEL P PORCHER SEPTEMBER 23 1985 BF 98

APPROVED PLAT
 DATE 2/5/86
John D. [Signature]
 ENGINEERING DIVISION
 CITY OF CHARLESTON

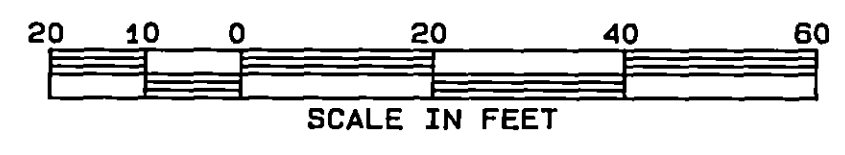
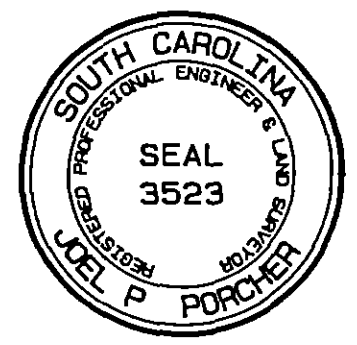


TAX MAP NUMBER 457-3-3



I JOEL P PORCHER a Professional Land Surveyor of the State of South Carolina hereby certify that I have surveyed the property shown hereon that this plat shows the true dimensions of the property that all necessary markers have been installed and the precision is 1/10 000

Joel P. Porcher
 JOEL P PORCHER
 CIVIL ENGINEER & LAND SURVEYOR
 S C Reg No 3523



ENGINEERING, SURVEYING, & PLANNING, INC
 16 CHARLOTTE ST CHARLESTON SOUTH CAROLINA

PLAT SHOWING
 LOTS 4, 6, 8, 16 & 17
 PHASE II
 HARLESTON PLACE
 CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 SCALE 1" = 20'
 OCTOBER 31 1985

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AMENDMENT NUMBER 3 TO COVENANTS
OF HARLESTON PLACE TOWNHOUSES**

THIS AMENDMENT NUMBER 3 TO COVENANTS OF HARLESTON PLACE TOWNHOUSES is made and executed this 30th day of July, 1993, by BRUMLEY-MCKINNEY COMPANY, INC., a South Carolina corporation (the "Grantor"), and HARLESTON PLACE NEIGHBORHOOD ASSOCIATION, INC., a South Carolina corporation (the "Association").

WHEREAS, by Covenants of Harleston Place Townhouses dated March 7, 1985 (the "Covenants") and recorded March 8, 1985, in the R.M.C. Office for Charleston County in Book V-143, at Page 194, Brumley Development Company, Inc., now known as the Grantor, subjected certain property known as Phase I Harleston Place to the above covenants;

WHEREAS, the Covenants were heretofore amended by way of an Amendment Number 1 to Covenants of Harleston Place Townhouses, dated October 3, 1985, and recorded in the R.M.C. Office for Charleston County on the 3rd day of October, 1985, in Book R148 at page 413;

WHEREAS, the Covenants were further amended by an Amendment Number 2 to Covenants of Harleston Place Townhouses dated February 6, 1986, recorded in the R.M.C. Office for Charleston County on the 10th day of February, 1986, in Book T151 at page 532;

WHEREAS, pursuant to the terms of the Covenants, there was created the Association to govern the affairs of the development;

WHEREAS, the Covenants provide for amendment from time to time upon the vote of two-thirds of the Owners, who are the members of the Association; and

WHEREAS, the necessary approval of the Owners, who are the members of the Association, has been obtained, and the Association and Grantor desire to amend the Covenants to allow the Grantor to from time to time subject additional property to the Covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Covenants are hereby amended such that the Grantor shall have the right, without further consent of the Association or any Owners at any time prior to December 31, 2008, to bring within the plan and operation of the Covenants additional property, whether or not owned by the Grantor, its successors or assigns, in future stages of the development, consisting in whole or in part of the real property described on Exhibit "A" hereto. The additions authorized under this Section shall be made by filing of record a supplementary declaration of covenants with respect to the additional property, which shall extend the operation and effect of the Covenants to such additional property. The supplementary declaration may contain such complementary additions and modifications of the Covenants as may be necessary or convenient, in the judgment of the Grantor to reflect such different character, if any, of the added properties and as are not inconsistent with the general plan of the Covenants. The rights granted herein to the Grantor shall be in addition to and not in lieu of any other rights Grantor may have under the Covenants.

AND IT IS FURTHER AGREED AND DECLARED that Grantor shall have the right, until December 31, 2008, to dedicate, convey, or otherwise transfer the streets comprising part of the Common Properties to appropriate government agencies. After December 31, 2008, the Association shall have the right to dedicate, convey, or transfer the streets.

AND IT IS FURTHER AGREED AND DECLARED that the Grantor shall have the right to grant such mutual and cross-easements between the property now subject to the Covenants and any of the additional property as may be necessary or helpful in the development of the additional property.

AND IT IS FURTHER AGREED that the Grantor shall convey title to the Common Properties to the Association not later than December 31, 2008, subject to the reservation of the right in the Grantor, but not the obligation, to convey or otherwise transfer title, until December 31, 2008, to all or a portion of the roads to an appropriate governmental agency.

CERTAIN CAPITALIZED TERMS not otherwise defined herein shall have the meanings ascribed to them in the Covenants.

IN WITNESS WHEREOF, THE BRUMLEY-MCKINNEY COMPANY, INC., has caused these presents to be executed and delivered in its name as of the date first written above.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

George S. Bradford
Laura S. Boyce

THE BRUMLEY-MCKINNEY
COMPANY, INC., a South Carolina corporation

By: [Signature]
Patrick W. McKinney
Its: President
By: [Signature]
Frank W. Brumley
Its: Secretary

HARLESTON PLACE NEIGHBORHOOD
ASSOCIATION, a South Carolina corporation

George S. Bradford
Laura S. Boyce

By: [Signature]
Frank W. Brumley
Its: President
By: [Signature]
Alan Saffer
Its: Secretary

BKH 231PG022

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named The Brumley-McKinney Company, Inc., a South Carolina corporation, by its duly authorized officer(s), as its act and deed sign and seal the within written Amendment Number 3 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

George L. Bradford

SWORN AND SUBSCRIBED to before
me this 30th day of July, 1993.
Laura S. Boggs (s.)
Notary Public for South Carolina
My Commission Expires: 2-23-97

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Harleston Place Neighborhood Association, a South Carolina corporation, by its duly authorized officer(s), as its act and deed sign and seal the within written Amendment Number 3 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

George L. Bradford

SWORN AND SUBSCRIBED to before
me this 30th day of July, 1993.
Laura S. Boggs (s.)
Notary Public for South Carolina
My Commission Expires: 2-23-97

BKH 23 | PG023

EXHIBIT A

ALL that certain piece, parcel or lot of land, shown as Future Development, 101,620 square feet located in the City of Charleston, County of Charleston, State of South Carolina, as shown and designated on a plat entitled "Phase I Subdivision Plat of Harleston Place" prepared by Engineering, Surveying, & Planning Co., Inc. dated September 27, 1984, and recorded in the R.M.C. Office for Charleston County in Plat Book BB, at Page 133, and made a part hereof by reference. Said Future Development Tract having such size, shape, metes, bounds, location, and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more fully and complete description.

(140)

WENTWORTH STREET 50' R/W

N 89°32'48"E 399.89

W.P. 4076154

Library of the Surveyor General
Office of the Surveyor General
This is to certify that the above
is a true and correct copy of the
original as shown to me by the
Surveyor General's Office
E.S.B.

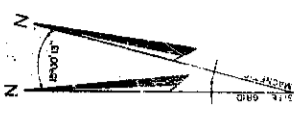
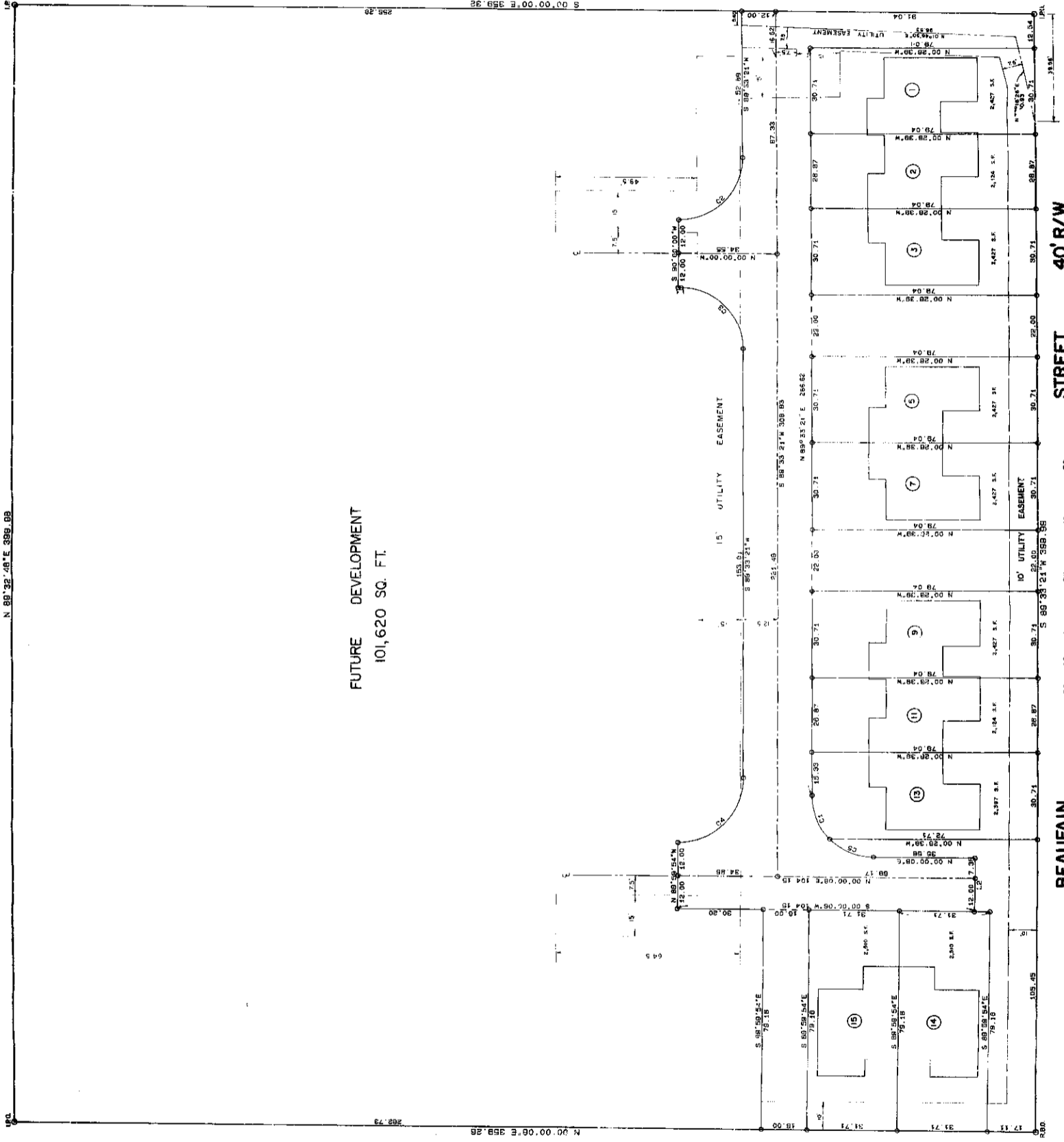
Edwin King
Surveyor General

LOCKWOOD DRIVE 80' R/W

FUTURE DEVELOPMENT
101,620 SQ. FT.

BARRE STREET 50' R/W

S 00°00'00"E 359.32



LINE BEARING DISTANCE

1	S 00°00'00"E	10.00
2	S 89°58'54"E	10.00

CURVE DATA

CURVE	DELTA	CHORD	CHORD BEARING
1	44°51'47"	21.84	N 87°18'07"E
2	36°18'30"	22.2	N 42°13'20"W
3	88°33'21"	21.7	S 44°48'40"W
4	24°48'28"	21.84	N 87°18'07"E
5	44°51'47"	21.84	N 87°18'07"E

- NOTES:
- ALL PROPERTY CORNERS MARKED BY NEW 1/2" ION PIPE;
 - UNLESS LABEL OTHERWISE INDICATED, ALL DIMENSIONS ARE IN FEET;
 - NUMBER ON LOTS SHOWN IS LOT NUMBER;
 - TOTAL AREA OF LOTS IS 23,800 SQ. FT.
 - TOTAL AREA OF STREETS AND COMMON AREA IS 16,207 SQ. FT.
 - TOTAL AREA OF THIS PLAT IS 40,007 SQ. FT.
 - TOTAL AREA SHOWN IS 143,707 SQ. FT. = 3.286 ACRES

NOTE: THIS PLAT SURVEYED AS PART OF THE UTILITY EASEMENT IS RELOCATED. PAGE 137 THE UTILITY EASEMENT IS RELOCATED.

REFERENCE PLATS RECORDED IN CHARLESTON COUNTY R.M.C. OFFICE
DATE: JUNE 20, 1983
W.P. 4076154

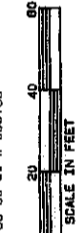


I, EDWIN KING, a Professional Land Surveyor of the State of South Carolina, do hereby certify that I have surveyed the property shown hereon, and that the true dimensions of the property, that are necessary, have been installed and the precision is 1/10,000.

Edwin King
EDWIN KING
CIVIL ENGINEER & LAND SURVEYOR
S.C. REG. NO. 3523

PHASE I
SUBDIVISION PLAT
OF
HARLESTON PLACE

THE BLOCK BOUNDED BY
WENTWORTH STREET, BARRE STREET,
BEAUFAIN STREET AND LOCKWOOD DRIVE
CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
SEPT. 27, 1984
SCALE: 1" = 20'



ENGINEERING SURVEYING, & PLANNING, INC.
18 CHARLOTTE ST., CHARLESTON, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) AMENDMENT NUMBER 4 TO COVENANTS
 OF HARLESTON PLACE TOWNHOUSES

THIS AMENDMENT NUMBER 4 TO COVENANTS OF HARLESTON PLACE TOWNHOUSES is made and executed this 30th day of July, 1993, by BRUMLEY-MCKINNEY COMPANY, INC., a South Carolina corporation (the "Grantor"), and HARLESTON PLACE NEIGHBORHOOD ASSOCIATION, INC., a South Carolina corporation (the "Association").

WHEREAS, by Covenants of Harleston Place Townhouses dated March 7, 1985 (the "Covenants") and recorded March 8, 1985, in the R.M.C. Office for Charleston County (the "R.M.C. Office") in Book V-143, at Page 194, Brumley Development Company, Inc., now known as the Grantor, subjected certain property known as Phase I Harleston Place to the above covenants;

WHEREAS, the Covenants were heretofore amended by way of an Amendment Number 1 to Covenants of Harleston Place Townhouses, dated October 3, 1985, and recorded in the R.M.C. Office for Charleston County on the 3rd day of October, 1985, in Book R148 at page 413;

WHEREAS, the Covenants were further amended by an Amendment Number 2 to Covenants of Harleston Place Townhouses dated February 6, 1986, recorded in the R.M.C. Office on the 10th day of February, 1986, in Book T151 at page 532;

WHEREAS, the Covenants were further amended by an Amendment Number 3 to Covenants of Harleston Place Townhouses dated July 30, 1993, recorded in the R.M.C. Office on the 30th day of August, 1993, in Book H231 at page 020;

WHEREAS, pursuant to the Covenants as so amended, Grantor has the right to subject additional property from time to time to the Covenants; and

WHEREAS, Grantor now desires to subject certain additional property to the Covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor does hereby submit the property described on the attached Exhibit "A" (the "Property") to the Covenants, and does agree on behalf of itself, its successors, and assigns with persons or entities who shall hereafter purchase the Property or any part thereof that the Property shall be subject to the Covenants, and to fully comply with the Covenants.

CERTAIN CAPITALIZED TERMS not otherwise defined herein shall have the meanings ascribed to them in the Covenants.

IN WITNESS WHEREOF, THE BRUMLEY-MCKINNEY COMPANY, INC., has caused these presents to be executed and delivered in its name as of the date first written above.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Joyce L. Bradford
Lura S. Boggs

THE BRUMLEY-MCKINNEY
COMPANY, INC., a South Carolina corporation

By: Patrick W. McKinney
Its: President

By: Frank W. Brumley
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named The Brumley-McKinney Company, Inc., a South Carolina corporation, by its duly authorized officer(s), as its act and deed sign and seal the within written Amendment Number 3 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

Joyce L. Bradford

SWORN AND SUBSCRIBED to before
me this 30th day of July, 1993.

Lura S. Boggs (L.S.)
Notary Public for South Carolina
My Commission Expires: 2-23-98

HARLESTON PLACE NEIGHBORHOOD ASSOCIATION, a South Carolina corporation

[Signature]

James L. Bradford

By: [Signature]
Frank W. Brumley
Its: President

By: ~~[Signature]~~
~~Alan Saffer~~
Its: ~~Secretary~~

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Harleston Place Neighborhood Association, a South Carolina corporation, by its duly authorized officer(s), as its act and deed sign and seal the within written Amendment Number 4 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

[Signature]

SWORN AND SUBSCRIBED to before me this 12th day of July, 1994.

James L. Bradford (L.S.)
Notary Public for South Carolina
My Commission Expires: Commission Expires March 16, 2000

CONSENT TO AMENDMENT NUMBER 4 TO
COVENANTS OF HARLESTON PLACE TOWNHOUSES

The undersigned, being the owner of Lot 38, Harleston Place Townhouses, as shown on that certain plat by Engineering Surveying & Planning, Inc. entitled "Plat Showing Lots 38 and 39 and 24 Foot Access Easement Phase II Harleston Place City of Charleston Charleston County South Carolina," dated February 4, 1991, and recorded in Plat Book BW at page 184 in the R.M.C. Office for Charleston County, hereby consents to and joins in the Amendment Number 4 to Covenants of Harleston Place Townhouses.

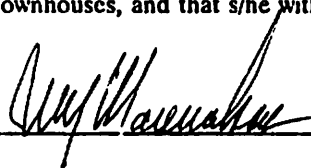


Margaret B. Hendricks

Margaret B. Hendricks

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Margaret B. Hendricks, as her act and deed sign and seal the within written Amendment Number 4 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

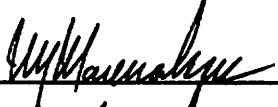


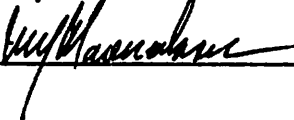
SWORN AND S'UBSCRIBED to before
me this 20th day of July, 1993.
August

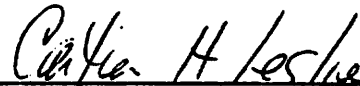
Joyce L. Bradford (L.S.)
Notary Public for South Carolina
My Commission Expires: *My* Commission Expires March 16, 2000

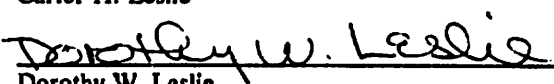
CONSENT TO AMENDMENT NUMBER 4 TO
COVENANTS OF HARLESTON PLACE TOWNHOUSES

Each of the undersigned, being the owners of Lot 39, Harleston Place Townhouses, as shown on that certain plat by Engineering Surveying & Planning, Inc. entitled "Plat Showing Lots 38 and 39 and 24 Foot Access Easement Phase II Harleston Place City of Charleston Charleston County South Carolina," dated February 4, 1991, and recorded in Plat Book BW at page 184 in the R.M.C. Office for Charleston County, hereby consents to and joins in the Amendment Number 4 to Covenants of Harleston Place Townhouses.








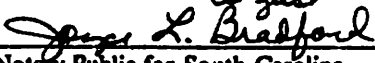
Carter H. Leslie


Dorothy W. Leslie

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Carter H. Leslie, as his act and deed sign and seal the within written Amendment Number 4 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.

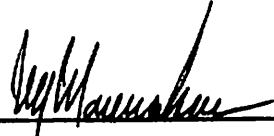


SWORN AND SUBSCRIBED to before
me this 20th day of July, 1993.


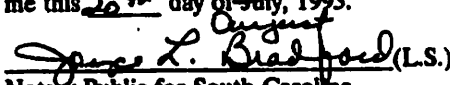
Notary Public for South Carolina
My Commission Expires: August 16, 2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that s/he saw the within named Dorothy W. Leslie, as her act and deed sign and seal the within written Amendment Number 3 to Covenants of Harleston Place Townhouses, and that s/he with the other above named witness witnessed the execution thereof.



SWORN AND SUBSCRIBED to before me this 20th day of July, 1993.


James L. Bradford (L.S.)
Notary Public for South Carolina

My Commission Expires: March 16, 2001

EXHIBIT A

ALL those certain pieces, parcels or lots of land with the buildings and improvements thereon, known as Lot 36 and Lot 37, Phase II, Harleston Place, located in the City of Charleston, State of South Carolina, as shown and designated on a plat entitled "Plat Showing Property Line Adjustments of Lots 36 and 37, Phase II, Harleston Place, property of Brumley Development Company, Inc., City of Charleston, Charleston County, South Carolina", prepared by Engineering, Surveying & Planning, Inc. dated July 15, 1993 and recorded in Plat Book CN at Page 113, in the RMC Office for Charleston County, South Carolina, the said Lots 36 and 37, Phase II, having such size, shape, metes, bounds, location and dimensions as shown on the aforesaid plat to which plat reference is hereby craved for a more complete description.

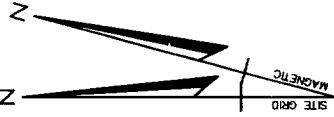
TOGETHER WITH a non-exclusive, permanent, perpetual, assignable, transmissible, commercial easement for access, ingress and egress to and from the above referenced property and Barre Street, over, upon and across the 24' Access Easement shown on the aforesaid plat of the subject property by Engineering, Surveying & Planning, Inc., dated June 23, 1992, and recorded in Plat Book CJ at page 1 in the RMC Office for Charleston County, South Carolina, and any and all other roads within the Harleston Place development, which said easement shall run with the title to the Property.

ALSO

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Lot 38, on a plat by Engineering, Surveying & Planning, Inc., entitled "PLAT SHOWING LOTS 38 & 39 AND 24' ACCESS EASEMENT PHASE II HARLESTON PLACE CITY OF CHARLESTON CHARLESTON COUNTY, S.C.", dated February 4, 1991, and recorded in Plat Book BW at page 184 in the R.M.C. Office for Charleston County, South Carolina, said property having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

ALSO

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Lot 39, on a plat by Engineering, Surveying and Planning, Inc., entitled "PLAT SHOWING LOTS 38 & 39 AND 24' ACCESS EASEMENT PHASE II HARLESTON PLACE CITY OF CHARLESTON CHARLESTON COUNTY, S.C.", dated February 4, 1991, and recorded in Plat Book BW at page 184 in the R.M.C. Office for Charleston County, South Carolina, said property having such location, metes, butts, bounds, courses and distances as will be reference to said plat more fully appear.



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BRG
1	04° 22' 06"	21.44	16.60	8.74	16.19	N 22° 11' 03" E
2	027° 11' 48"	20.00	8.98	8.92	16.47	N 66° 57' 26" E
3	027° 11' 48"	20.00	8.98	8.92	9.40	S 76° 51' 17" E

LINE	BEARING	DISTANCE
1	N 00° 00' 00" E	16.86
2	N 00° 00' 00" E	16.72
3	S 00° 00' 00" E	4.66
4	S 00° 00' 00" E	16.86
5	S 00° 00' 00" E	5.00
6	S 00° 00' 00" E	5.00
7	N 90° 00' 00" E	5.00
8	N 90° 00' 00" E	13.66
9	N 90° 00' 00" E	5.00
10	N 90° 00' 00" E	15.00
11	S 00° 00' 00" E	5.00

APPROVED PLAT
DATE 8-30-93
James V. Bessett
CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

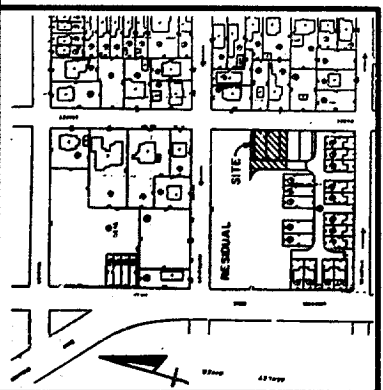
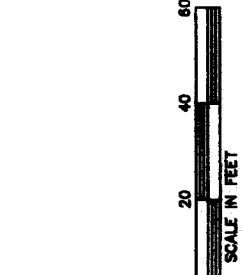
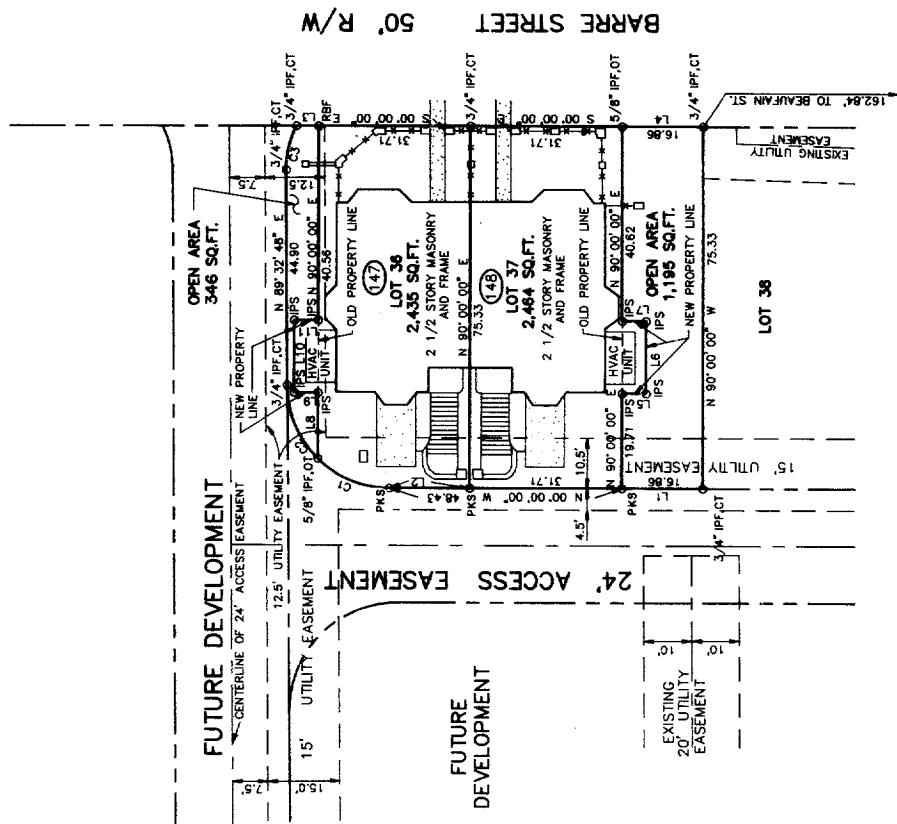
Zoning Approval 8-27-93

PLAT SHOWING
PROPERTY LINE ADJUSTMENTS
OF LOTS 36 AND 37
PHASE II, HARLESTON PLACE
PROPERTY OF
BRUMLEY DEVELOPMENT COMPANY, INC.
CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
JULY 15, 1993
SCALE: 1"=20'

DATE 2318312

APPROVED PLAT
DATE _____
ENGINEERING DIVISION
CITY OF CHARLESTON

Charleston, South Carolina
Office of Registrar, Mecklenburg County
Plat recorded by *James V. Bessett* on 8-19-93
at 1:30 PM, 1993, in Book 113, Page 33
of the Public Records of Mecklenburg County, North Carolina.
No copy of this plat is to be made without the written consent of the City of Charleston.
Robert M. King
Registrar Mecklenburg County



LOCATION MAP
(NOT TO SCALE)

- NOTES:
- PROPERTY IS ZONED DR-1 WITH RESTRICTIVE COVENANTS.
 - PROPERTY IS LOCATED IN FLOOD ZONE A-7 (ELEV. 15.00) AS PER FLOOD INSURANCE RATE MAP OF THE CITY OF CHARLESTON, SOUTH CAROLINA DATED NOVEMBER 5, 1986.
 - REFERENCE PLAT BY JOEL P. PORCHER DATED JUNE 23, 1982 AND RECORDED IN PLAT BOOK C-1, PAGE 1 IN THE CITY OF CHARLESTON.
 - PUBLIC SEWER AND WATER ARE AVAILABLE.

- LEGEND:
- IPF,CT - IRON PIPE FOUND, CRIMPED TOP
 - IPF,OT - IRON PIPE FOUND, OPEN TOP
 - IPS - IRON PIPE SET, 5/8" OPEN TOP
 - RFB - REBAR FOUND, 1/2"
 - (S) - PARCEL NO. FOR TAX MAP NO. 457-03-03-
 - PAS - P.K. NAIL SET



I, THOMAS V. BESSETT, JR., a Professional Land Surveyor of the State of South Carolina, hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of minimum Standards and exceeds the requirements for a Class A survey as specified therein.

Thomas V. Bessett Jr.
THOMAS V. BESSETT, JR.
LAND SURVEYOR
S.C. Reg. No. 10778

ENGINEERING, SURVEYING, & PLANNING, INC.
(803) 577-4928 990 MORRISON DRIVE, CHARLESTON, SOUTH CAROLINA 29403

APPROVED PLAT

DATE

ENGINEERING DIVISION
CITY OF CHARLESTON

BK T 201PG412

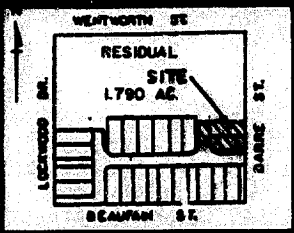
APPROVED PLAT

DATE 4-10-91

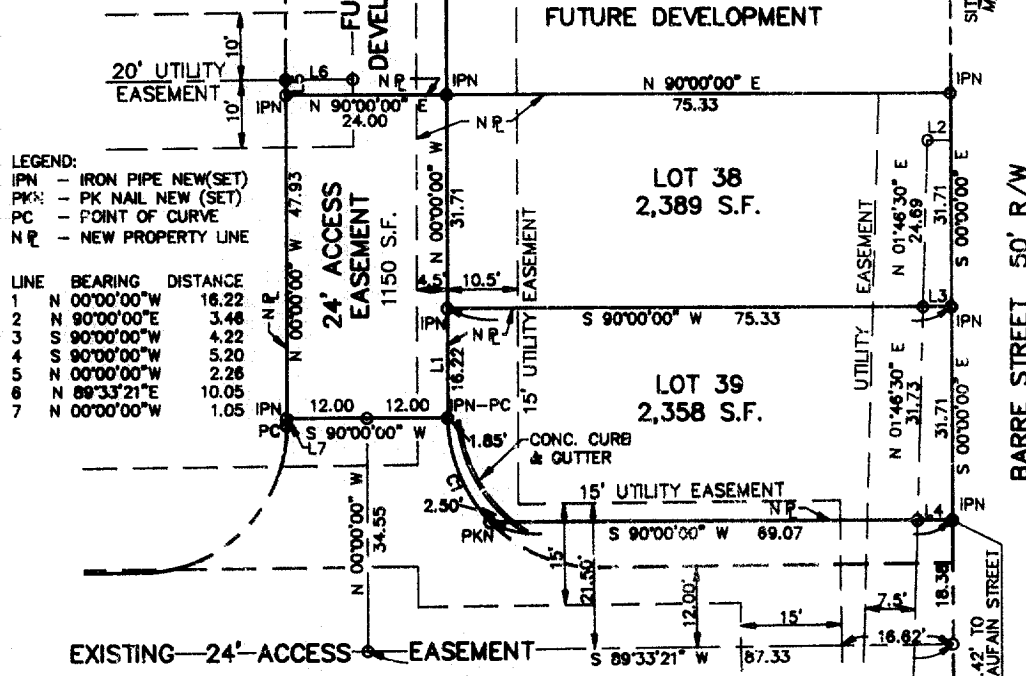
Joel P. Porcher
CITY ENGINEER

ENGINEERING DIVISION
CITY OF CHARLESTON

P&Z 4/10/91



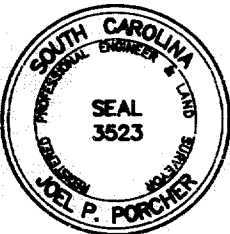
LOCATION MAP
NOT TO SCALE



LEGEND:
IPN - IRON PIPE NEW(SET)
PKN - PK NAIL NEW (SET)
PC - POINT OF CURVE
N.R. - NEW PROPERTY LINE

LINE	BEARING	DISTANCE
1	N 00°00'00"W	16.22
2	N 90°00'00"E	3.46
3	S 90°00'00"W	4.22
4	S 90°00'00"W	5.20
5	N 00°00'00"W	2.26
6	N 89°33'21"E	10.05
7	N 00°00'00"W	1.05

- NOTES: 1. PROPERTY IS ZONED DR-1 WITH RESTRICTIVE COVENANTS.
 2. PROPERTY IS LOCATED IN FLOOD ZONE A-7 (ELEV. 15.00) AS PER FLOOD INSURANCE RATE MAP OF THE CITY OF CHARLESTON, S.C. DATED NOV. 5, 1986
 3. PROPERTY IS OWNED BY BRUMLEY DEVELOPMENT COMPANY, INC.
 4. PUBLIC SEWER AND WATER IS AVAILABLE.



CURVE C1
 $\Delta = 44^{\circ}02'38"$
 R = 22.28
 A = 17.13
 T = 9.01
 CH = 16.71
 CH BRG = N22°01'19"W

REFERENCE PLATS RECORDED IN CHARLESTON COUNTY R.M.C. OFFICE:

PLAT BY	DATE	BOOK	PAGE
JOEL P. PORCHER	JUNE 20, 1983	BA	53
JOEL P. PORCHER	SEPTEMBER 27, 1984	BB	133
JOEL P. PORCHER	SEPTEMBER 23, 1985	BF	98
JOEL P. PORCHER	FEBRUARY 11, 1986	BG	189

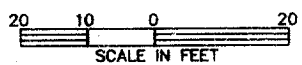
TAX MAP NO. 457-03-03-086

I, Joel P. Porcher, a Registered Land Surveyor of the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat shows the true dimensions of the property, that all necessary markers have been installed, that the precision of the field survey is 1/10,000 and the area was determined by the coordinate method of area calculation.

Joel P. Porcher
 JOEL P. PORCHER
 CIVIL ENGINEER & LAND SURVEYOR
 S.C. Reg. No. 3523

PLAT SHOWING LOTS 38 & 39
 AND 24' ACCESS EASEMENT
 PHASE II, HARLESTON PLACE
 CITY OF CHARLESTON
 CHARLESTON COUNTY, S.C.

SCALE: 1"=20' FEBRUARY 4, 1991



ENGINEERING, SURVEYING, & PLANNING, INC. (3839HPLC.DWG)
 (803) 57-4926 16 CHARLOTTE ST. CHARLESTON, SOUTH CAROLINA 29403 DWG. NO. LS-1066

Charleston, South Carolina
 Office of Register Mesne Conveyance
 Plat recorded this 10th day of April 1991 at
10:00 o'clock in Plat Book BB Page 184, and tracing cloth
 copy filed in File 4 Drawer 6 Folder 60, Drawing
 No. 32 Original plat (as-built print) delivered
 to City of Char

Robert N. King
 Register Mesne Conveyance

Warren & Sinkler

BK 0 245 PG 556

W/S
Amv

FILED

13.00 B

0245-549

94 JUL 15 PM 3:40

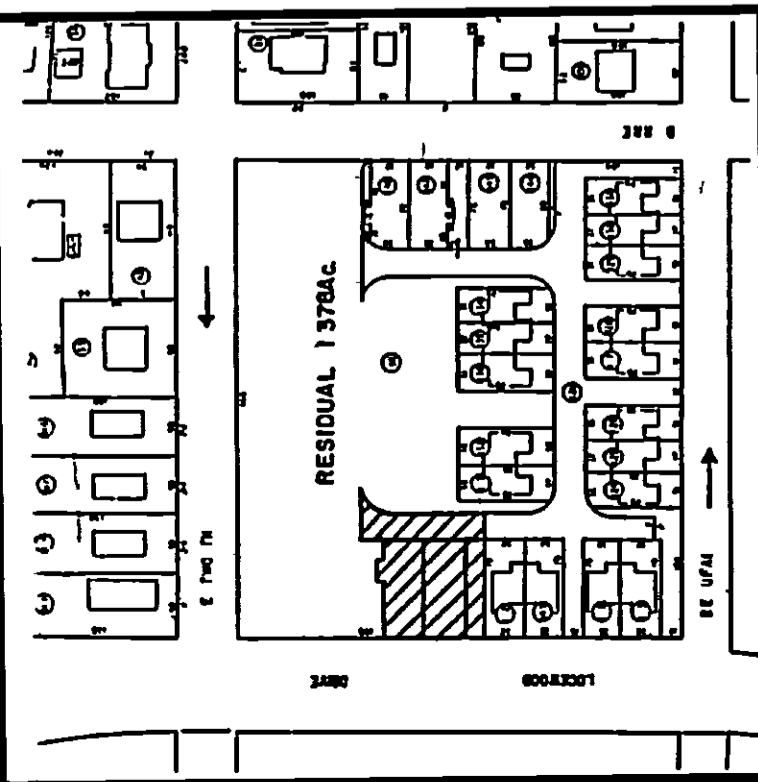
3

FBI
CLERK

EXHIBIT "A"

ALL those certain pieces, parcels or lots of land with the buildings and improvements thereon, known as Lots 18 and 19, Phase IV G, Harleston Place, located in the City of Charleston, State of South Carolina, as shown and designated on a plat entitled, "Plat Showing Subdivision of Lots 18, 19 and 24' Access Easement From a 1.590 Acre Tract, Phase IV G, Harleston Place, City of Charleston, Charleston County, South Carolina" prepared by Engineering, Surveying & Planning, Inc. dated May 26, 1994 and recorded in the RMC Office for Charleston County in Plat Book EA at page 100. The said Lots 18 and 19, Phase IV G, having such size, shape, metes, bounds, location and dimensions as shown on the aforesaid plat, to which plat reference is hereby craved for a more full and complete description.

TOGETHER with a non-exclusive, permanent, perpetual, assignable, transmissible, commercial easement for access, ingress and egress to and from the above-referenced property over, upon and across the "24' Access Easement" shown on the aforesaid plat of the subject property.



LOCATION MAP
NOT TO SCALE

APPROVED PLAT
DATE _____

CITY ENGINEER
ENGINEERING DIVISION
CITY OF CHARLESTON

REFERENCE PLATS RECORDED IN THE CHARLESTON COUNTY R.M.C. OFFICE

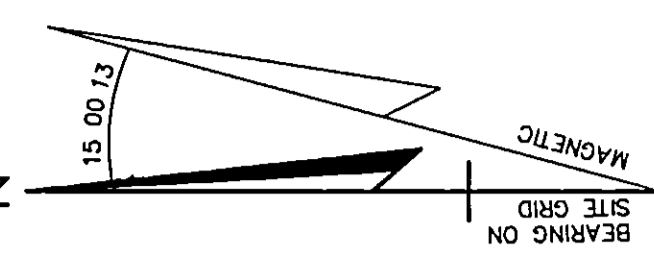
PLAT NO.	DATE	BOOK	PAGE
1	JUNE 20 1983	BA	55
2	SEPTEMBER 27 1984	BB	133
3	SEPTEMBER 23 1985	BF	98
4	FEBRUARY 11 1986	BG	189
5	FEBRUARY 4 1991	BW	184
6	JUNE 23 1992	CJ	1

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BRG
1	089 32'43"	21 84'	34 13'	21 67'	30 76'	S 44 46 27 W

LINE	BEARING	DISTANCE
1	N 00 00 06 E	5 00
2	S 00 00 06 W	5 00

- NOTES
1. PROPERTY IS ZONED DR-1 WITH RESTRICTIVE COVENANTS
 2. PROPERTY IS LOCATED IN FLOOD ZONE V-7 (ELEV 15.00) AS PER FLOOD INSURANCE RATE MAP OF THE CITY OF CHARLESTON SOUTH CAROLINA DATED NOVEMBER 5 1986
 3. PROPERTY OWNED BY BRUMLEY DEVELOPMENT COMPANY INC
 4. PUBLIC SEWER AND WATER ARE AVAILABLE
 5. TAX MAP NO. 457-05-03-086
 6. TOTAL ACREAGE = 0.212 ACRE

LEGEND
PKS - PK NAIL SET
IPS - IRON PIPE SET OPEN TOP



Charleston S.C. City Engineer
Office of Register Mesme Conveyance

Plat recorded this 30 day of June 1994 at 2:57 o'clock in Plat Book EA page 1000 and tracing clipboard copy filed in File 2 Drawer 4 Folder 38 Drawing No 30 Original plat (a hardcopy print) delivered to City of Charleston

Robert M. King
Register Mesme Conveyance

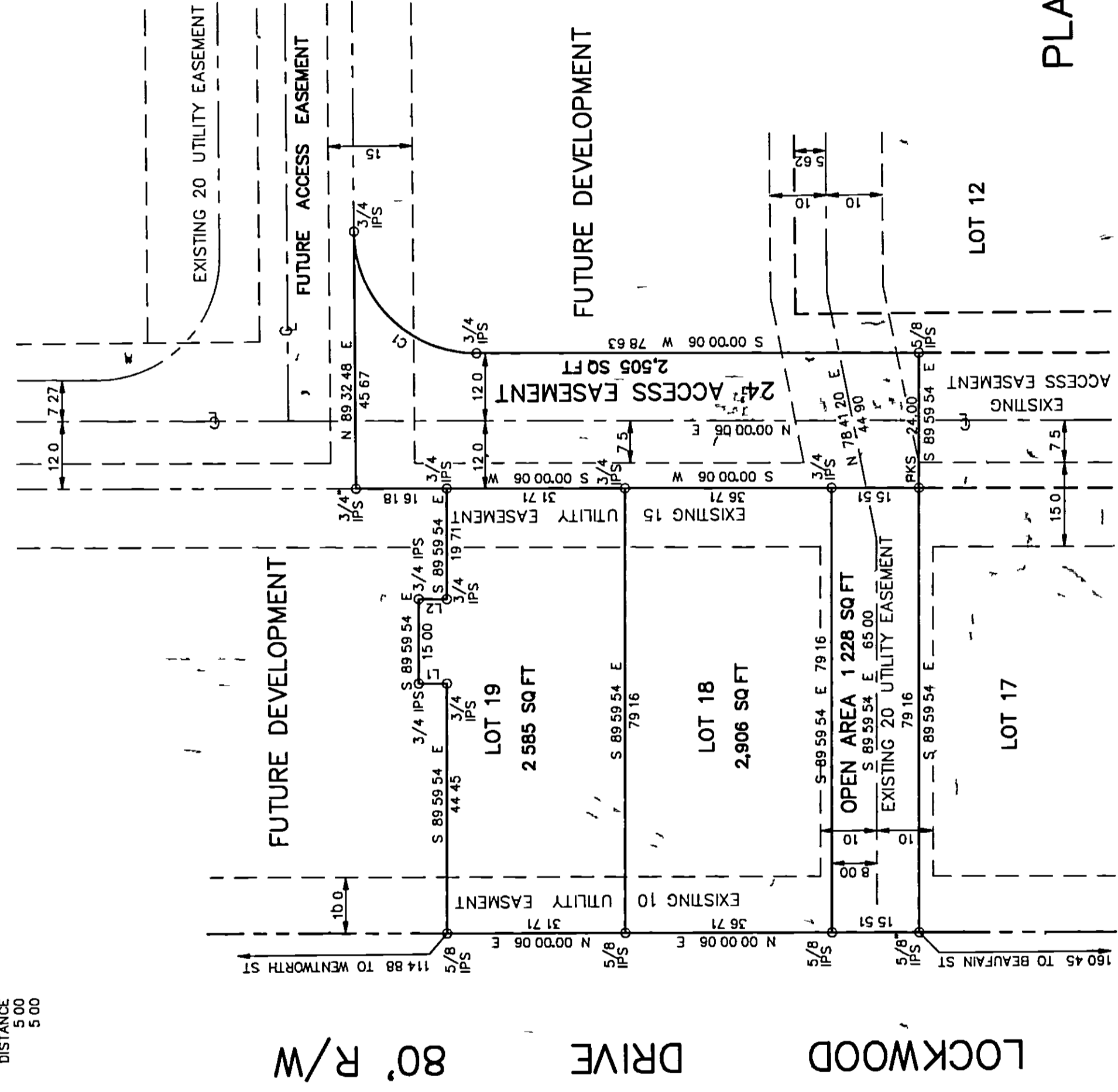
ENGINEERING DIVISION
CITY OF CHARLESTON

PLAT APPROVED 6-30-94

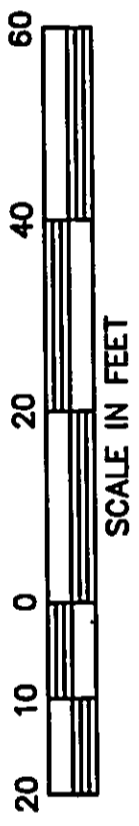
Joel P. Porcher
CITY ENGINEER

P & Z 6-15-94 BOA

ZONING _____



PLAT SHOWING SUBDIVISION
OF LOTS 18, 19
AND 24' ACCESS EASEMENT
FROM A 1.590 ACRE TRACT
PHASE IV G, HARLESTON PLACE
CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA



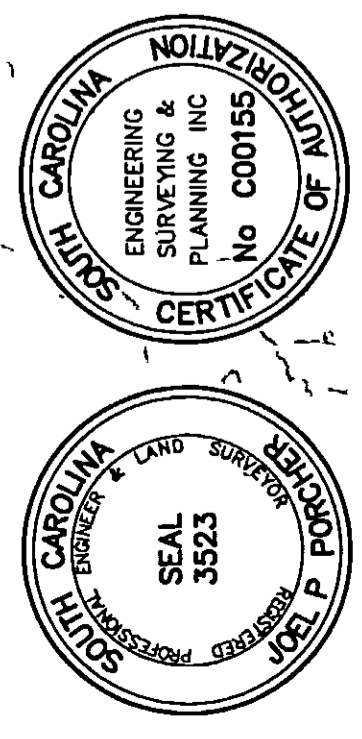
SCALE 1" = 20'

MAY 26 1994

ENGINEERING, SURVEYING, & PLANNING, INC
(803) 577-4926 990 MORRISON DR CHARLESTON SOUTH CAROLINA 29403

1819HPLC.DWG HPHARLE.CRD ROTATE 0 4442

DWG NO LL-510Q



I, JOEL P. PORCHER a Professional Land Surveyor of the State of South Carolina hereby state that to the best of my knowledge information and belief the survey shown herein was made in accordance with the requirements of Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a Class A survey as specified therein

JOEL P. PORCHER
LAND SURVEYOR
S.C. Reg. No. 3523

Warren & Stabler
Post Office Box 1284
Charleston, SC 29402

DK Z245FG522

FILED

10.00B

WJ

2245-519
94 JUL 27 AM 10:40

ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC

RECORDED TO INCORPORATE

Pages 2, 3.

RE-RECORD
KRB 573PG460

BK Z555PG435

STATE OF SOUTH CAROLINA : AMENDMENT NUMBER 6 TO
: COVENANTS OF HARLESTON PLACE
COUNTY OF CHARLESTON : TOWNHOUSES

THIS AMENDMENT NUMBER 6 to Covenants of Harleston Place Townhouses is made and executed as of the 15th day of September, 2005, by **HARLESTON PLACE NEIGHBORHOOD ASSOCIATION, INC.**, a South Carolina corporation (the "Association") and those owners of properties which are subject to the Covenants (as hereinafter defined) who have signed below.

RECITALS

A. By Covenants of Harleston Place Townhouses dated March 7, 1985, (as amended, hereinafter sometimes referred to the "Covenants") and recorded March 8, 1985, in the RMC Office for Charleston County, South Carolina, in Book V-143, Page 194, The Brumley Development Company, Inc. subjected certain property known as Phase I Harleston Place to the Covenants.

B. The Covenants have previously been amended by Amendment Number 1 recorded at Book R-148, Page 413, said RMC Office; by Amendment Number 2 recorded at Book T-151, Page 532, said RMC Office; by Amendment Number 3 recorded at Book H-231, Page 20, said RMC Office; by Amendment Number 4 recorded at Book O-245, Page 549, said RMC Office; and by Amendment Number 5 recorded at Book Z-245, Page 519, said RMC Office.

C. Pursuant to the terms of the Covenants the Association was created to govern the affairs of the development.

D. The Covenants provide for amendment from time to time upon the vote of two-thirds of the Owners, who are the members of the Association.

E. The necessary approval of the Owners, who are members of the Association, has been obtained at a duly called meeting at the Association held pursuant to proper notice at which a quorum was present and acting throughout and the Association and the undersigned Owners desire to evidence on the public records the amendment of the Covenants (and of the By-laws which are attached to and made a part of the Covenants) as set forth herein.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Covenants and the By-laws are hereby amended as follows:

1. The Covenants are amended at Article X "Use Restrictions" at paragraph 10.7 to read as follows:

10.7: Trucks and Similar Vehicles: Parking of commercial trucks, boats, buses, trailers, camping trailers, motor homes and similar vehicles shall be out of view in garages or in such areas as may specifically be provided for the parking of such vehicles.

2. Exhibit A to the By-laws is amended at paragraph 24 under the heading "Parking and Storage" to read as follows:

24. Unless otherwise authorized by the Association, the parking areas on streets within the development may not be used for any purpose other than parking automobiles. Buses, commercial trucks, trailers, boats, recreational or commercial vehicles shall be parked in garages out of view or in such areas as may specifically be provided for the parking of such vehicles. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the property with conspicuous "For Sale" signs attached.

3. Exhibit A to the By-laws is amended at paragraph 34 under the heading "General" to read as follows:

34. No garage sales, yard sales, rummage or similar public sales may be conducted on the Property without prior written permission from the Board of Directors.

4. The By-laws are amended at Article IV which is headed "Board of Directors" to add a new Section 8 to read as follows:

Section 8. Qualification of Board Members:

Each Board member shall be a resident (full-time or part-time) of the property which is subject to the Covenants. If title to a property within the development is held (in whole or in part) in the name of a resident individual, any such individual and the resident spouse of any such individual may serve as a member of the Board. If property is held in the name of an entity (such as, but not limited to, any limited liability company, partnership, trust, corporation or other legal entity) one or more persons who are named as a representative of the entity by a writing duly filed with the Board shall be eligible for election to the Board, provided that such representative is a resident of the development, and provided further that no more than two representatives of entity Owners may serve on the Board at any time.

5. Article V of the By-laws headed "Officers" is amended to add Section 7 as follows:

Section 7. Qualification of Officers:

Only individual persons who hold of record an ownership interest in one of the properties which is subject to the Covenants and who are resident in the development, and a resident spouse of any such Owner, shall be eligible to serve as an officer of the Board.

6. Exhibit A to the By-laws is amended to add new Section 26.1 under the heading "Parking and Storage" to read as follows:

Section 26.1. Parking Regulations:

Each resident within the development (whether Owner, tenant or representative of an entity or otherwise) shall register with the managing agent as chosen from time to time by the Association all vehicles of the resident which are to be located within the development. Such managing agent shall issue parking permits for up to two (2) vehicles per residential unit. Vehicles parked on a street within the development shall display a current parking permit from the rear view mirror or otherwise so as to be readily visible from the exterior of the vehicle. Vehicles with current permits so displayed may be parked on streets within the development, subject to such regulation as the Association may provide from time to time and subject to the further provisions of the Covenants and By-laws. Any vehicle without a current parking permit so displayed (whether owned by an Owner, tenant or other person) may be towed at the expense of the vehicle owner. Service vehicles and other vehicles temporarily but properly located within the development are not required to be registered. Owners are encouraged to inform their tenants of the need to obtain parking permits. A reasonable charge for registering vehicles and issuing parking permits, not to exceed Ten (\$10.00) Dollars per vehicle per regulation period, may be collected by the Association. All residents are urged to park in garages and private driveways prior to parking on streets within the development. Registered vehicles without a parking permit which are parked on the street are subject to being towed at the expense of the vehicle owner; however, the Association will endeavor to give notice where such notice is reasonable to the owner of the vehicle as shown on registrations filed with the Association prior to towing. Unregistered vehicles are subject to being towed at the expense of the owner without notice. Issuance of a parking permit constitutes permission only and is not a guarantee of a parking space, since there may be more permitted vehicles than the street parking space will accommodate.

Certain capitalized terms not otherwise defined herein shall have the meanings given to them in the Covenants.

(Remainder of page intentionally left blank. Signature pages follow.)

