

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) PROTECTIVE COVENANTS,
) RESTRICTIONS AND EASEMENTS
) FOR AGAPE VILLAGE ✓

Whereas, the Developer of Agape Village desires to subject the property to the property depicted on the initial Plat to Protective Covenants, Restrictions and Easements for the mutual benefits to be derived by all future owners of property affected thereby; and

Whereas, the Developer wishes to reserves the right to maintain control of the roads and common areas for maintenance and other reasonable and necessary purposes;

Now Therefore, in consideration of the mutual benefits to be derived by all present and future owners of the property affected hereby, the undersigned do hereby approve the Protective Covenants, Restrictions and Easements for Agape Village, subjecting the entire parcel as depicted on the Initial Plat to the restrictions, covenants, obligations and easements and granting to all owners of fee simple title to any portion of the Property the easements and rights attributed below to such owners.

SECTION 1 Subdivision of the Property The Present division of the property into separate number lots, the Club site, roads and other usages is depicted in the initial Plat recorded in the R.M.C. Office for Lexington County at Plat Book 11931 at Page 245. Neither the developer nor any other owner shall further subdivide any of the numbered lots.

SECTION 2 Road Easement: Agape Village, Inc. hereby grants to all present and future owners of any Residential Unit within the Property a perpetual nonexclusive easement of right of way over all areas designated as streets, pedestrian access easement or roadways on the Recorded Plat and on any supplemental plat prepared and recorded as set forth in the above Preamble. The access roads running through said property as shown on the aforementioned plat are for the joint use of the owners of lots or patio homes, their heirs, successors, and assigns for the ingress and egress to and from the respective parcels and for ingress and egress for the installation and maintenance of public utilities. Said easement and right-of-way may be enjoyed

and utilized by all parties to whom such easement and right-of-way is granted above in the Section 2, and to their assignees, guests, lessees, invitees, and licensees or any successor owners of the fee simple title to any of the lots or units.

SECTION 3 Restrictions on Use: No building or other improvement of any kind shall be constructed upon or placed upon any numbered lot in the subdivision except as specifically permitted herein. Such lots may be used only for the construction of duplex patio homes. No more than one building may be located on any numbered lot. No portion of any building or other structure shall be located on or protrude into any area between any property line and the building setback on the Initial Plat or any supplemental plat. No more than one (1) outbuilding may be placed on any lot. No mobile homes, house trailers, or any temporary structures shall be placed on any numbered lot either temporarily or permanently. No lot shall be used for vehicle repair work, whether performed by the owner or other parties.

All boats and equipment utilized with boats including boat trailers, and all vehicles other than passenger automobiles shall be garaged or kept in designated areas if available. If such area is not available or not approved by Agape Village, Inc., the owner must make other arrangements outside of Agape Village.

SECTION 4 Replacement of Buildings; Insurance Required

(A) No building shall be erected on any numbered lot, nor shall any substantial change or addition be made to any building erected on any numbered lot without the approval of Agape Village, Inc., which is charged with the responsibility of assuring that all such buildings are basically compatible with the design of the other building within the Subdivision. In the event any building on any numbered lot shall be destroyed by fire or other casualty, any substitute or new building constructed in its place, or any reconstruction of the remainder of the existing building, shall be of reasonably similar design and architecture to the destroyed building. The replacement or rehabilitated structure shall be of similar workmanship and materials to the destroyed structure; any such replacement or rehabilitation will be subject to the approval of Agape Village, Inc.

(B) Each lot owner shall procure and maintain insurance coverage for the residence constructed on the lot. The insurance coverage shall cover loss from fire, storm, water and other perils normally included in homeowners' policies, in the amount sufficient to permit restoration of the improvements in the event of a partial loss, or complete rebuilding in the event of a total loss.

Each lot owner shall submit evidence of insurance coverage to Agape Village, Inc. within thirty days of title transfer and within fifteen days after each insurance policy renewal date.

(C) In the event of damage to the property from fire, storm or other peril, whether insurance is in force or not, the lot owner shall restore the property in accordance with the Covenants, Restrictions and Easements and applicable building codes and standards of Lexington County, South Carolina, in force at the time of the reconstruction. In the event that the owner does not wish to restore the property, Agape Village, Inc. shall have first option to purchase the lot at market value.

Option 1: Restoration of Property. When the owner chooses to restore the property, written notice of such intent shall be provided to Agape Village Inc. no later than thirty (30) days after the initial occurrence of the damage. At the same time, the owner shall present to Agape Village Inc. for its approval a plan to have the rubble removed from the lot and community of Agape Village, to the extent possible without damage to the remaining structure.

Option 2: Sale of the Property: If the owner chooses not to restore the property, written notice of the intent to sell the lot shall be provided to Agape Village Inc. no later than thirty (30) days after the initial occurrence of the damage. At the same time, the owner shall present to Agape Village Inc. for its approval a plan to have the rubble removed from the lot and community of Agape Village, to the extent possible without damage to the remaining structure.

Under either of the options, Agape Village Inc. shall act with deliberate speed to approve the plan submitted or to resolve any difference that may arise in the review of the plan submitted. In extenuating or unusual circumstances, Agape Village, Inc. may, in its sole discretion, grant an extension of the time limit

for submittal of option selection and plans for rubble removal upon application of the owner.

If under either option the owner has taken no action by the end of ninety (90) days from the initial date of damage to remove the rubble and debris, Agape Village, Inc. reserves the right to remove said rubble and debris at the owner's expense. Any and all costs resulting from this action, including legal fees and interest costs shall be charged and assessed against the lot. All such costs shall be subject to a lien for non-payment in the same manner as regular assessments for maintenance or special assessments under Section 11 (Enforcement) of these Covenants. When the owner has not made a selection of options 1 or 2, Agape Village Inc. will use its best effort and judgment to determine the appropriate selection of options to recommend to the owner. If no action is taken, Option 2 will be enforced.

Agape Village Inc., 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 for actions taken in accord with this section of the Covenants, Restrictions and Easements.

Section 5 Architectural Standards: No buildings or other structures shall be constructed, erected or placed on any numbered lot in the Subdivision, nor shall any building or structure be repaired restored or altered in any substantial way after it has been constructed until the proposed building plans and specifications, including designation of exterior colors or finishes and exact location of proposed building within the numbered lot, shall have been submitted in writing to Agape Village Inc. and approved by it in writing. Agape Village, Inc. may base its disapproval on any reasonable ground, including purely aesthetic considerations. Agape Village, Inc. must respond to written proposals submitted to it within thirty (30) days after receipt of such proposals. Failure to do so shall constitute approval of such proposals.

Agape Village, Inc shall be governed by the following restrictions and guidelines, although the restrictions set forth shall not be the exclusive criteria governing their determination:

- (a) All buildings shall be constructed with high quality materials and workmanship to ensure that no dwelling shall present an unsightly appearance.
- (b) All buildings shall be constructed on the existing footprint of the building being replaced.
- (c) No tower, television antenna or other antennas shall be erected on home or lots except with the approval of Agape Village, Inc.
- (d) No trees measuring more than four (4) inches in diameter at ground level may be removed without the approval of Agape Village, Inc.
- (e) Mailboxes shall be of uniform design as specified or approved by Agape Village, Inc.

Section 6. General Restrictions. The following restrictive covenants shall be applicable to all portions of the property.

- (a) No portion of the property may be utilized for any business or commercial enterprise other than an Agape Village, Inc. approved activity.
- (b) No offensive or noxious activity may be carried on in any portion of the property.
- (c) No building erected on any portion of the property shall exceed one (1) story in height.
- (d) No Residence built on the property shall be leased or rented to any party without the express written consent of Agape Village, Inc. Agape Village, Inc. may refuse to approve any lease or rental to any person who is not fifty-five (55) years or older. If title to any numbered lot or other portion of the property shall pass from its owner to another party by will or by intestate succession following the death of such owner, the heir to the title shall be allowed to lease the property to one or more persons, provided such lessees be at least fifty-five (55) years old.
- (e) No sign or displays advertising the sale of lots or homes may be placed on any number lot or any residential unit except with the express approval of Agape Village, Inc.

- (f) No animals, livestock or poultry of any kind shall be raised or bred on the property, except that dogs, cats or other common household pets which do not exceed twenty-two (22) inches in height (measured to the shoulders) may be kept so long as the owners of such pets do not keep, breed or maintain such animals for any commercial purpose. All such pets must be kept inside the home; when taken out for exercise, the pets must be kept on a leash at all times and not allowed to become a nuisance to other residents. All owners are responsible for cleaning up after their pets in all areas and proper disposal of the waste.
- (g) No unsightly growth shall be permitted to grow or remain on the property; no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon. Following approval of the initial plans for any given Residential Unit, no substantial changes in the elevation of the land shall be made without the approval of Agape Village, Inc.
- (h) No garbage or other refuse shall be dumped or otherwise placed or disposed upon any portion of the property, nor shall any garbage cans be placed on any location, other than those places and locations designated for garbage cans and garbage disposal by Agape Village, Inc.. Patio homeowners shall keep garbage cans in the garage or by the side of the house. No burning of leaves or trash will be permitted.
- (i) No fence, wall hedge, or other shrub or similar plant shall be allowed if such fence, hedge or other plant has the effect of obstructing vision of opposing traffic at any intersection with the property or any intersection of any road within the property with any public road. Trees which are located near intersections must also be trimmed and maintained in such a way that the lower branches and foliage on such trees shall not obstruct the view of opposing traffic.
- (j) Residents shall not be allowed to park vehicles on the streets except in emergencies. On street parking shall be allowed to visitors and guests of the owners of residential units for short durations or during

emergencies so long as the health, safety and convenience of other residents within the property are not impaired. Agape Village, Inc. shall have the right to tow or otherwise remove or move any vehicle parked in violation of those restrictions, at the expense of the owner of the residential unit who causes or allows such violation. Such expense shall constitute a lien enforceable under Section 12 if not paid promptly

Section 7 Easements. Agape Village, Inc. reserves easements for itself and for the Developer, while owner of unimproved land in any phase of the Subdivision and for the benefit of any public authorities and utility companies to which it may choose to grant such easements, over and through all areas designated as roads or streets within the property and such additional portion of the property as may be necessary in order to provide water, sewer, power, gas, television cable and other utility and common services to owners of any such portion of the property. Agape Village, Inc. reserves the right to grant additional easements for such purposes and/or for the purpose of drainage, construction of storm drainage, surface water drainage and retaining walls; said easements to be shown by recording supplemental plats. All numbered lots within the property are also subject to an access, drainage, and utility easement five feet in width along and inside all property lines.

The easements reserved above shall include the right to go upon, over, across and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines, and other suitable equipment for the conveyance, movement and use of electricity, telephone equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Agape Village, Inc. reserves the right to subject the real property in the subdivisions to a contract with a utility company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lights which may require an additional monthly payment to such utility by Agape Village, Inc. Said easements shall also allow Agape Village, Inc. or any appropriate utility or other authority to cut drain ways for surface water, wherever and whenever such action may be necessary in order to

maintain acceptable and reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes or shrubbery and to make any grading of the soil or to take similar actions reasonably necessary to provide safe and effective utility installation and maintenance. All landscaped areas shall be restored to a desirable condition.

Section 8 Age Since the primary purpose for the creation and development of Agape Village is to provide a pre-retirement/retirement community consisting of adults who are 55 years old or older, no owner or owners of any residential unit shall be allowed to have any individual live in such residential unit on a permanent basis who is under the age of 55 except as authorized by Agape Village, Inc.

Section 9 Maintenance of Common And Private Property Through funds generated by budgeted assessments, Agape Village, Inc. shall provide for the maintenance of the following responsibilities. Paid-in Resident Capital Reserve funds for anticipated future expenses shall be accumulated at budgeted rates based on expected property deterioration and depreciation:

- (a) pavements, curbs, gutters and storm drains;
- (b) common roadside areas and landscaping'
- (c) all lawn areas;
- (d) the Clubhouse and other common improvements and facilities;
- (e) underground sprinkler systems.

The following repairs and maintenance services will be provided to residential units, subject to policies established by Agape Village, Inc.

(a) Maintenance and repair of roofs, including roof replacement when shingles are eroded to base;

(b) Maintenance and repair of exterior surfaces, including repainting as required. Exterior steps and landings installed by builder and required by code will handled as follows:

1. Steps and landing already painted will be repainted
2. No treated wood will be painted unless previously painted by builder.
3. Decks painted by builder will be repainted.

(c) Maintenance and repair of decks, stoops, outside steps and fences; also maintenance and repair of retaining walls.

Agape Village, Inc. provided services do not include actual replacement in whole or in part of glass surfaces, decks, patios, fences, gutters or siding.

Except as specifically provided above in this Section 9, each owner of a residence within Agape Village, Inc. shall maintain and repair such residence, at his own expense, in such a manner as assure that the exterior appearance of the residence is consistent with the standards of appearance and quality established by these Protective Covenants.

In the event Agape Village, Inc. shall determine that the need for maintenance or repairs by Agape, as provide for in this Section, is caused by the willful or negligent act of a resident owner, his lessee or their family, guests or invitees and not covered or paid for by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residence owner is subject.

It is agreed that access to all roads shall be available for the passage of fire, police and other emergency vehicles and personnel or equipment at all times and that such responsibility lies with the respective property owners, their agents, guests and employees.

Section 10 Club Site The area designated as the "Club House" in Exhibit A and all improvements thereon shall be utilized for the benefit of Agape Village, Inc., the owners of the residential units and their guests.

Section 11 Enforcement In the event of a violation of any covenant or obligation set forth herein, Agape Village, Inc. and the owners of all residential units within the property, or any of them jointly or separately, shall have the right to proceed at law or in equity to compel compliance with such covenant or obligation or to recover damages by reason thereof. In such case Agape Village, Inc. shall be entitled to recover from the violator interest on unpaid obligations and costs incurred, including reasonable attorney's fees as allowed by law. The failure to enforce any right, reservation, obligation, restriction or condition contained herein, for any period of time, shall not be deemed as a waiver of the right to do so.

These covenants and obligations are deemed to run with the land and shall be binding upon all parties owning any portion of the Property, their heirs, administrators, executors, successors, and assigns, and all parties claiming against them and through them for a period of fifty (50) years from the date of this Protective Covenants, Restrictions and Easements is recorded in the RMC Office for Lexington County; after which such covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the officers of Agape Village, Inc. or its successors or assigns, agreeing to terminate or change said Covenants in whole or in part, shall be recorded in the RMC Office for Lexington County.

In addition to other remedies referred to above, Agape Village, Inc. shall have a lien on the property of any owner of any numbered lot upon failure to pay any assessment imposed by Agape Village, Inc. Said lien shall become effective automatically if such assessment has not been paid within 90 days after the due date thereof. Agape Village, Inc. shall have the right to enforce said lien by foreclosing same in the appropriate courts, according to laws applicable to the foreclosure of mortgages and similar liens in the State of South Carolina. Notwithstanding any provision contained herein, the lien of Agape Village, Inc. for collection of assessments shall be subordinate to the lien of any first mortgage

placed on any residential unit at any time. Upon exercise of its right to foreclose, Agape Village, Inc., may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through foreclosure. All costs and unpaid assessments shall accrue interest from the first day of nonpayment at the then current rate of the seven (7) year U.S. Treasury Notes. Reasonable attorney's fees, as allowed by law, shall be added to the delinquent amount. In the event of such foreclosure, the owner shall be required to pay a reasonable rental for the lot or unit after commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot or unit.

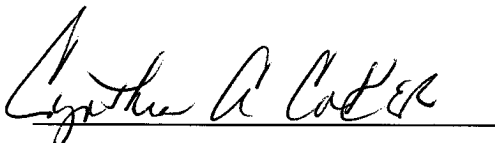
Section 12 Amendments. This instrument and any exhibits hereto may be amended by a written instrument, recorded in the RMC Office of Lexington County, South Carolina, executed by the officer(s) of Agape Village, Inc.

Section 13 Miscellaneous

- (a) Nothing contained herein shall cause the owners of the various portions of the property to be deemed a partnership, an association or other legal entity. The relationship among owners of portions of the property is strictly a contractual relationship governed by the terms of this instrument and by applicable law.
- (b) This instrument shall be interpreted and enforced according to the laws of the State of South Carolina.
- (c) Invalidation of any of these Covenants by judgment or court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.
- (d) Agape Village, Inc. shall have the right, but not the duty, to enter the residence and to go onto the property of any owner of a residential unit in the event of an emergency or upon learning of any condition which may threaten the safety of any person or the property of any person including the owner himself and his property in order to take appropriate steps to prevent or mitigate such harm or damage.

- (e) Notwithstanding certain duties of Agape Village, Inc. to maintain, repair and replace certain portions of residences, other improvements within numbered lots and certain common facilities (as described herein), Agape Village, Inc. shall not be liable to any party for injury or damage caused by any latent condition or by any other condition which is not created by acts or omission of Agape Village, Inc., nor for injury or damage cause by the elements, other owners of portions of the property or other parties.
- (f) Agape Village, Inc. will maintain books and records reflecting all receipts and expenditures of assessments. Said books and records shall be available for inspection by any residential unit owner during reasonable business hours within the offices of Agape Village, Inc.
- (g) Property within Agape Village is subject to the assessment of a monthly regime fee, which shall be used, *inter alia*, to maintain common areas and the repairs that are the responsibility of Agape Village, Inc. Said fees shall be subject to an annual review and may be increased to ensure the ability to maintain adequate funds.
- (h) In the event of a resale, it shall be the responsibility of the residential unit owner, or his agent, to acquaint any prospective property buyer with the current Protective Covenants covering the property. The prospective seller shall notify Agape Village, Inc. in writing of intent to sell.

IN WITNESS WHEREOF, This instrument is executed by officers of Agape Village, Inc. this 27th day of August 2007.

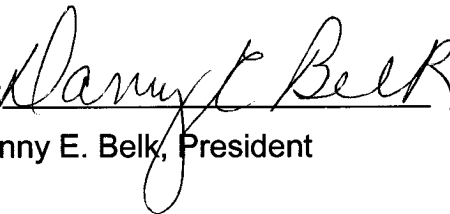


Witness



Witness

Agape Village Inc.

By: 

Danny E. Belk, President

STATE OF SOUTH CAROLINA

COUNTY OF Leopington

I, Jody S. Morgan, DO HEREBY CERTIFY

Danny E. Belk

PERSONALLY APPEARED BEFORE ME ON THIS
THIS DAY AND ACKNOWLEDGED THE DUE
EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS 27th

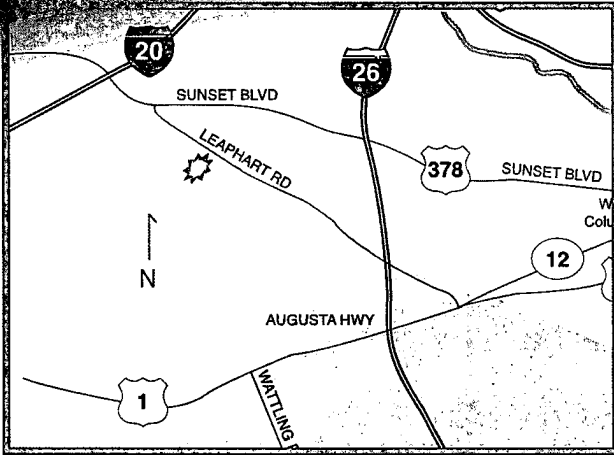
DAY OF August, 2007

Jody S. Morgan
NOTARY PUBLIC

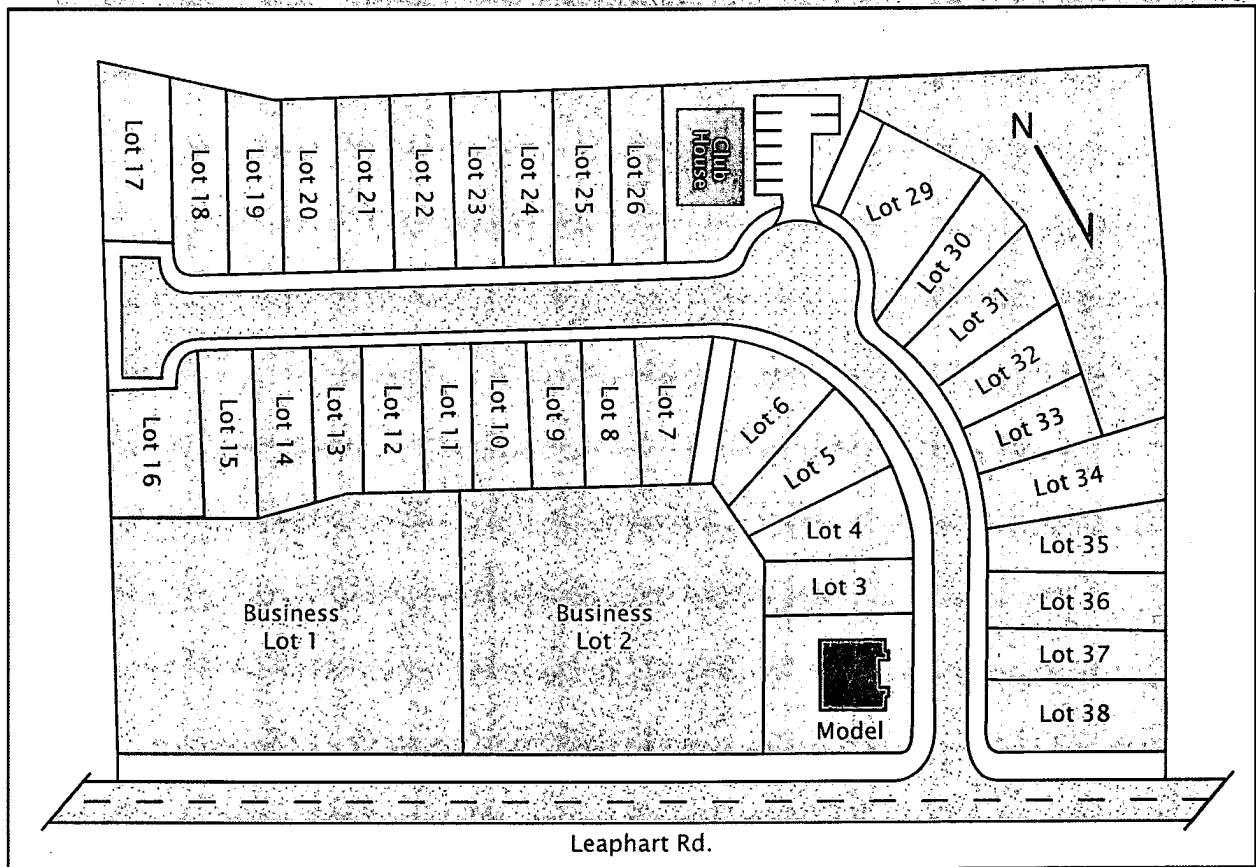
EXP. DATE ~~8/27/07~~ gm

My Commission Expires August 11, 2016

Site Plan



AGAPÉ VILLAGE



501(c)(4)

**BY-LAWS
OF
AGAPE COMMONS CONDOMINIUM ASSOCIATION, INC.,
A NON-PROFIT CORPORATION**

ARTICLE I

PURPOSE, APPLICABILITY, OFFICES

Section 1. Purpose. This Corporation (hereinafter called the "Association") has been organized to provide for the administration, management, maintenance and care of Agape Commons, a condominium established or to be established in accordance with the South Carolina Horizontal Property Regime Act (hereinafter referred to as "Act") upon the property situate, lying and being in Lexington County, South Carolina, and incorporated herein by reference (Agape Common Condominium is hereinafter referred to as the "Condominium").

Section 2. Applicability of By-Laws. The provisions of these By-laws are applicable to the Condominium and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees, invitees, licensees and guests, and any other persons who may use or occupy the facilities of the Condominium in any manner, are subject to the Master Deed, these By-laws, and any rules and regulations made pursuant hereto and any amendment to these By-Laws upon the same being passed and duly set forth in an amendment to the Master Deed duly recorded. The acceptance of a deed of conveyance or the entering into of a lease of the act of occupancy of a Unit shall constitute an agreement that these By-laws (and any rules and regulations made pursuant hereto) and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 3. Principal Office. The principal office of the Association shall be located in Lexington County, South Carolina.

Section 4. Registered Office. The registered office of the Association required by law to be maintained in the State of South Carolina may be, but need not be, identical with the principal office.

Section 5. Definitions. All terms as defined in the Master Deed shall have the same meaning herein except when the context otherwise specifies or requires.

ARTICLE II

UNIT OWNERS

Section 1. Membership. Each Unit Owner shall be a member of the Association, and no other person or entity shall be entitled to membership. Until such time as the property described on Exhibit "A" of the Master Deed is submitted to a plan of condominium ownership by the recordation of the

Master Deed, membership of the Association shall be comprised of the one (1) individual named in Section 2 of Article II hereof as the initial Director, and each such individuals shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

Section 2. Place of Meetings. All meetings of the Unit Owners shall be held at the Condominium or at such other place either within or without the State of South Carolina as shall be designated in a notice of the meeting.

Section 3. Annual Meetings. An annual meeting of the Unit Owners shall be held at 7:00 o'clock p.m. in the first Monday of March of each year, if not a legal holiday, and if a legal holiday, then at the same time on the next day following not a legal holiday for the purpose of electing members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

Section 4. Substitute Annual Meetings. If the annual meeting shall not be held on the day designated by the By-laws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 5. Special Meetings. Special meetings of the Unit Owners may be called at any time by the Board of Directors or upon the written request of Unit Owners owning in the aggregate at least a Fifty Percent (50%) undivided interest in the Common Elements.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting shall be delivered or mailed not less than ten (10) nor more than fifty (50) days before the date thereof, either personally or by mail, at the direction of the Board of Directors or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

In case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter other than the election of Directors on which the vote of Unit Owners is expressly required by the provisions of the Act. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

Section 7. Quorum. The presence in person or by proxy at any meeting of the Voting Members (as defined in Section 8 of this Article) having Sixty Percent (60%) of the total votes shall constitute a quorum. If there is not a quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the unanimous vote of the Voting Members present, either in person or by proxy, and at any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the original meeting.

The Voting Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

Section 8. Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as a "Voting Member". Such Voting Member may be the Unit Owner or one of the group composed of all of the Unit Owners, or may be some other person designated by such Unit Owner or Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Owners. The total number of votes of all Voting Members shall be One Hundred (100), and each owner or group of owners (including the Board of Directors if the Board of Directors, or its designee, shall then hold title to one or more Units) shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit as set forth in Exhibit "D" of the Master Deed.

Section 9. Voting. In all elections for members of the Board of Directors, each Voting Member shall be entitled to vote on a non-cumulative voting basis, and the candidates receiving the highest number of votes with respect to the offices to be filled shall be deemed to be elected.

Section 10. Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Unit Owners shall constitute a waiver of notice by him of the time and place thereof except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Unit Owners are present at any meeting of the Unit Owners, no notice shall be required and any business may be transacted at such meeting.

Section 11. Information Action By Unit Owners. Any action which may be taken at a meeting of the Unit Owners may be taken without a meeting by a consent in writing setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, (that is, the Voting Members) and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE III.

BOARD OF DIRECTORS

Section 1. Number. The business and property of the Association shall be managed and directed by the Board of Directors composed of three persons or by such executive committees as the Board may establish pursuant to these By-laws.

Section 2. Initial Directors. The initial directors shall be selected by the Declarant and need not be Unit Owners. The name of the persons who shall serve on the initial Board of Directors from the date upon which the Master Deed is recorded in the Office of the Register of Deeds or Clerk of Court for Lexington County, South Carolina, until the first annual meeting (or special meeting called for the purpose of election of Directors) of the members or until such time as their successors are duly elected and qualified, are as follows:

Danny E. Belk, as Initial Director and Chairman

Section 3. Election, Term and Qualification. Except as provided in Sections 2 and 5 of this Article, the Directors shall be elected at the first annual meeting (or special meeting called for the purpose of election of Directors) of Unit Owners. Such Unit Owners shall elect a Board of Directors consisting of three (3) members, one (1) of which shall be elected for a three (3) year term; one (1) of which shall be elected for a two (2) year term; and one (1) of which shall be elected for a one (1) year term. At each regular meeting of Voting Members thereafter, such number of Directors shall be elected for three (3) year terms to succeed the Directors whose terms then expire; provided, however, nothing herein shall be construed to prevent the election of a Director to succeed himself.

Those persons who receive the highest number of votes shall be deemed to have been elected.

The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of the Unit Owners owning in the aggregate at least a sixty-seven percent (67%) undivided interest in the Common Elements, provided that said Board shall not be less than two (2) in number nor greater in number than the number of Units in the Condominium. Each Director shall hold office for his stated term or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified. Each member of the Board (after the first annual meeting of the Association and the election and qualification of the successors to the initial Board of Directors) shall be one of the Unit Owners or Co-Owners or a spouse of a Unit Owner or Co-Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any person or director of such corporation, partner in such partnership, beneficiary of such trust, or manager of such other legal entity shall be eligible to serve as a member of the Board.

Notwithstanding the Provisions of this Section 3 of Article III of these By-Laws, Declarant may appoint and remove the officers and members of the Board of Directors of the Association.

Section 4. Removal. Directors may be removed from office with or without cause by affirmative vote of the Unit Owners having sixty-seven percent (67%) of the total votes entitled to vote at an election of Directors. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5. Vacancies. A vacancy occurring in the Board of Directors, including directorships not filled by the Unit Owners, may be filled by a majority of the remaining Directors, though less than a quorum, or by the sole remaining Director; but a vacancy created by an increase in the authorized

number of Directors shall be filled only by an election at any annual meeting or at special meeting of Unit Owners called for that purpose. Voting Members may elect a Director at any time to fill any vacancy not filled by the Directors.

Section 6. Compensation. The Board of Directors shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Unit Owners having sixty-seven percent (67%) of the total votes entitled to vote at an election of Directors.

Section 7. Executive Committees. The Board of Directors may, by resolution adopted by a majority of the number of Directors fixed by these By-Laws, designate two (2) or more Directors to constitute an Executive Committee, which committee to the extent provided in such resolution shall have and may exercise all of the authority of the Board of Directors in the management of the Condominium.

Section 8. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep, repair, maintenance and replacement of the Common Elements and payments therefor.
- (b) Determination of the Common Expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Common Elements.
- (c) Collection of the Common Expenses from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the property.
- (e) The adoption and amendment of such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of Unit Owners, Units offered for sale or surrendered by their Unit Owners to the board as provided by the Master Deed.

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, provided such purchase is duly authorized as set forth in the Master Deed.

(i) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with Units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the Master Deed and other applicable restrictions, and organizing corporations to act as designees of the Board in acquiring title to Units on behalf of all Unit Owners.

(j) Maintaining and repairing any Unit, if such maintenance or repair is required by the Master Deed, or is necessary in the discretion of the Board to protect the Common Elements of any other Unit, or if the Unit Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the costs of said maintenance or repair.

(k) Entering any Unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided, however, such entry shall be made during reasonable hours with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board, and such expenses shall be treated as a Common Expenses; and entering any Unit for the purpose of correcting or abating any condition or situation deemed by the Board of Directors to be an emergency.

(l) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by either the Treasurer, or the Assistant Treasurer of the Condominium, and countersigned by the Chairman of the Board.

(m) Obtaining of insurance for the Property pursuant to the applicable provisions of the Master Deed.

(n) Making of repairs, additions and improvements to or alternations or restoration of the Property in accordance with the other provisions of these By-Laws and the Master Deed, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding.

(o) Engaging the services of any person, firm, or corporation to act as managing agent of the Condominium at a compensation established by the Board, to perform all of the powers and duties of the Association, except those which may be required by the Master Deed or the South Carolina Horizontal Property Regime Act or the South Carolina Non-Profit Corporation Act to have approval of the Board of Directors or the Unit Owners; provided, however, the terms of any such agreement with a managing agent shall not exceed one (1) year initially, shall only be renewable by agreement of the parties for successive one (1) year periods, and shall be terminable by the Association with or without

cause upon thirty (30) days prior written notice to the manager and without payment of a termination fee.

(p) To enforce by any legal means or proceedings the provisions of the Articles of Incorporation of the Association, these By-Laws, the Master Deed, or the rules and regulations hereinafter promulgated governing use of the Common Elements in the Condominium by means of litigation or otherwise.

(q) To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than the Units, and to assess the same against the Unit Owners in the manner herein provided.

(r) To adopt a seal of the Association.

(s) Hiring attorneys and other professionals.

(t) Any other powers and duties reserved to the Board of Directors in the Master Deed, the Articles of Incorporation, or these By-Laws.

ARTICLE IV.

MEETINGS OF DIRECTORS

Section 1. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within fifteen (15) days following the meeting of the Unit Owners at which the Board is elected. At least two (2) days notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum shall be present.

Section 2. Regular Meetings. A regular meeting of the Board shall be held immediately after and at the same place as the annual meeting or substitute annual meeting of the Unit Owners. In addition, the Board of Directors may provide by resolution the time and place, either within or without the State of South Carolina, for the holding of a regular meeting of the Board.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or with the request of the Chairman or by any two (2) directors. Such meetings may be held within or without the State of South Carolina.

Section 4. Notice of Meetings. Notice of regular meetings of the Board of Directors shall be given at least two (2) days before the meeting by the usual means of communication. The person or persons calling a special meeting of the Directors shall, at least two (2) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 5. Waiver of Notice. Any member of the Board of Directors may at any time waive

notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by these By-Laws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of Acting. Except as otherwise provided in this Section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A vote of a majority of the number of Directors fixed by the By-Laws shall be required to adopt a resolution appointing an executive committee. The vote of a majority of the Directors then holding office shall be required to adopt, amend or repeal a By-Law. Vacancies in the Board of Directors may be filled as provided in Article III, Section 5 of these By-Laws.

Section 8. Organization. Each meeting of the Board of Directors shall be presided over by the Chairman of the Board, and in the absence of the Chairman by any person selected to preside by vote of the majority of the Directors present. The Secretary, or in his absence an Assistant Secretary, or in the absence of both the Secretary and Assistant Secretary, any person designated by the Chairman of the meeting shall act as Secretary of the meeting.

Section 9. Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if a written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 10. Minutes. The Board shall keep minutes of its proceedings.

Section 11. Fidelity Bonds. The Board of Directors shall require all officers, employees, agents, or independent contractors of the Association handling or responsible for Association funds to be covered by an adequate fidelity bond, if the Board elects to require a fidelity bond. The premiums on such bonds shall constitute a Common Expense.

Section 12. Liability of the Board. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Unit Owner(s). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid

indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE V.

OFFICERS

Section 1. Number. The principal officers of the Association shall consist of a Chairman of the Board, a Secretary, a Treasurer and such Vice Chairmen, Assistant Secretaries, Assistant Treasurer, and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person except the offices of Chairman and Secretary.

Section 2. Election and Term. The officers of the Association shall be elected by and from among the Board of Directors. Such elections may be held at the regular annual meeting of the Board.

Each officer shall hold office for a period of one (1) year, or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 5. Chairman of the Board. The Chairman of the Board shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The Chairman shall, when present, preside at all meetings of the Board and of the Unit Owners, and in general shall perform all duties incident to the office as Chairman of the Board and such other duties as may be prescribed from time to time by the Board.

Section 6. Vice-Chairman. The Vice Chairman elected by the Board of Directors shall, in the absence or disability of the Chairman, have the powers and perform the duties of said office. In addition, each Vice-Chairman shall perform such other duties and have such other powers as shall be prescribed by the Chairman of the Board.

Section 7. Secretary. The secretary shall keep accurate records of the acts and proceedings of all meetings of Unit Owners and Directors. He shall give, or cause to be given, all notices required by law and these By-Laws. He shall have general charge of the minute books and records of both the Unit

Owners and the Board. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the Chairman of the Board or by the Board of Directors.

Section 8. Treasurer. The treasurer shall have custody of all Association funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Association. He shall cause a true statement of its assets and liabilities as of the close of each fiscal year, all in reasonable detail, to be prepared and distributed to all Unit Owners and members of the Board of Directors within ninety (90) days following the end of each fiscal year. The statement shall be kept available for inspection by any Unit Owner for a period of three (3) years. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local law, and shall generally perform all other duties as may be assigned to him from time to time by the Chairman of the Board or the Board of Directors.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary and Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall in general perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chairman of the Board or the Board of Directors.

ARTICLE VI.

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of the Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective undivided percentage interests in the Common Elements. The Common Expenses shall include, among other things, the cost of all insurance premiums for all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Master Deed. The Common Expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property including without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expense for any prior year. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of Common Expenses payable by each of them, respectively, as determined by the Board of Directors as aforesaid and shall furnish copies of each budget on which said Common Expenses are based to all Unit Owners.

Section 2. Limitation on Increased Common Charges. Should the Board of Directors determine that the estimated aggregate amount of the Common Expenses to be assessed for any fiscal year requires aggregate common charges payable by the Unit Owners which exceed One Hundred Ten Percent (110%) of those levied in the preceding fiscal year, the proposed budget requiring such increased charges shall be submitted to the Unit Owners for approval at the annual meeting or a special meeting

called for such purpose. If at such meeting the majority of the votes cast approve such budget, the charges shall be made in accordance with such proposed budget. If the proposed budget is not approved by the majority of the votes as cast at such meeting, the Board of Directors shall make reductions in the proposed budget until either: (a) the proposed budget is approved by the majority of the votes cast in a meeting called for such purpose; or (b) the required increased charges do not exceed One Hundred Ten Percent (110%) of that levied in the preceding year.

Section 3. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Master Deed and applicable restrictions of record) of such Unit, together with his interest in the Common Elements. Except for a mortgagee or other transferee in foreclosure proceedings (or proceedings in lieu of foreclosure), a purchaser of a Unit shall be jointly and severally liable with the Seller for the payment of Common Expenses assessed against such Unit prior to the acquisition by the purchaser of such Unit without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor, provided that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Expenses assessed prior to the foreclosure sale. Such unpaid Common Expenses shall be deemed to be Common Expenses collectible from all of the Unit Owners including such purchaser, his successors and assigns.

Section 4. Collection of Assessments. The Board of Directors shall assess Common Expenses against the Unit Owners from time to time and at least quarterly and shall take prompt action to collect any Common Expenses which remain unpaid for more than thirty (30) days from the due date for payment thereof.

The Board of Directors shall notify the holder of the first mortgage on any Unit (of which it has notice) for which any Common Expenses assessed pursuant to these By-Laws remain unpaid for more than thirty (30) days from the due date for payment thereof, and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Board of Directors the Common Expenses as determined by the Board, such Unit Owner shall be obligated to pay interest on such Common Expenses from the due date thereof at the legal rate of interest; together with all expenses, including reasonable attorneys fees (if permitted by law), incurred by the Board in any proceeding brought to collect such unpaid Common Expenses. The Board shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings (including reasonable attorneys fees if permitted by law), in an action to recover a money judgment for the same brought against such Unit Owner, or by foreclosure of the lien on such Unit in like manner as a deed of trust or mortgage of real property. The

Board of Directors shall also have the right to impose uniform late payment charges for delinquent Common Expense payments, which charges shall also be recoverable by the proceedings specified above.

Section 6. Lien and Personal Obligation. All Common Expenses provided for in this Article, together with the interest and expenses, including reasonable attorneys fees (if permitted by law), as provided for herein, shall be a charge and continuing lien upon the Unit against which the assessment is made, when such lien shall be prior to all other liens excepting only: (i) tax liens on the Unit in favor of any assessing authority; and (ii) all sums unpaid on a first mortgage of record. Such lien shall become effective when a notice thereof has been filed in the office of the Register of Deeds or Clerk of Court for Lexington County, South Carolina, provided such notice of lien shall not be file until such sums assessed remain unpaid for a period of more than thirty (30) days after the same shall become due. Such notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied. In addition, each Unit Owner shall be personally liable for any assessment against his Unit. No Unit Owner may exempt himself from such liability by non-use or enjoyment of any portion of the Common Elements or by the abandonment or sale of his Unit.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board to foreclose on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owners if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosure or waiving the lien securing the same.

In the event a mortgagee or other purchaser (other than the Association) purchases and takes title to a Unit as a result of a foreclosure, or proceedings held in lieu of foreclosure by the mortgagee, with respect to the first mortgage on such Unit, such purchaser, his successor and assigns, shall not be liable for the share of the assessment for Common Expenses of the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser. However, such unpaid share of Common Expenses shall be deemed Common Expenses collectible pro rata from all of the Unit Owners including such purchaser, his successors and assigns.

Section 8. Statement of Common Charge. The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid Common Expenses due from such Unit Owner.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of any By-law contained herein, or the breach of any provision of the Master Deed shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or

condition that may exist in therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner.

Section 10. Maintenance and Repair. (a) All maintenance, repairs and replacements to any Unit, whether ordinary or extraordinary (other than maintenance of and repairs to any Common Elements contained therein and not necessitated by the negligence, misuse or neglect of the Owner of such Unit) shall be made by the Unit Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that his failure to do so may engender; and (b) all maintenance repairs and replacements to the Common Elements (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to and paid by such Unit Owner), shall be made by the Board and be charged to all the Unit Owners as a Common Expense; provided, however, there is excluded from the provisions contained in this Section any repairs necessitated by casualty insured against by the Board of Directors to the extent the Board receives insurance proceeds for such repairs.

Section 11. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to a Unit, or any change in the exterior appearance thereof, or to any Limited Common Elements without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any such written request by a Unit Owner within thirty (30) days after such request, but failure to do so within the stipulated time shall not constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change.

Section 12. Use of Common Elements. Except as may be permitted pursuant to the Master Deed with respect to "Supplemental Equipment," no Unit Owner shall interfere with the use of the Common Elements by the remaining Unit Owners and their employees, invitees, licensees and guests. Each Unit Owner shall be responsible for the activities of his employees, invitees, licensees and guests with respect to the use of the Common Elements.

Section 13. Right of Access. Each Unit Owner shall grant a right of access to his Unit to the managing agent and/or any other person authorized by the Board of Directors or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical equipment or other Common Elements in or adjoining his Unit; provided, however, such requests for entry (except in the case of emergencies where no request shall be required) are made in advance and any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board with the approval of Unit Owners owning in the aggregate at least a sixty-seven percent (67%) undivided interest in Common Elements.

Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective. Each Unit Owner shall be responsible for enforcing such rules and regulations as such may apply to his employees, invitees, licensees, tenants and guests.

Section 15. Utilities. Any utilities (including water, sewer, electricity and natural gas) which may be provided to the Condominium through a single or common meter or facility and utilities furnished to any portion of the Common or Limited Common Elements shall be paid pro rata by each Unit Owner as and when billed or, at the option of the Board, such may be paid by the Board as a Common Expense.

Section 16. Amendments to Master Deed. The Chairman of the Board of Directors, any Vice Chairman, the Secretary or any Assistant Secretary may prepare, execute, certify and record amendments to the Master Deed on behalf of the Association.

Section 17. Damages and Fines. The Association, through the Board of Directors, may implement and levy fines for any violations hereof.

ARTICLE VII

RECORDS AND AUDITS

The Board of Directors shall keep detailed records of the actions of the Board, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of accounts of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the Common Expenses against each Unit, the date when due, the amounts paid thereof, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all Unit Owners, their mortgagees, and their duly authorized agents or attorneys at convenient hours. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of all Unit Owners, and to all mortgagees of Units who have requested the same within ninety (90) days following the end of each fiscal year.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

The Association shall indemnify any director or officer or former director or officer of the Association, or any person who may have served at the request of the Association as a directors or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys fees) or liabilities actually and reasonably incurred by him in connection with the defense of, or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made party or was (or is threatened to be made a party) by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, by law, agreement, vote of members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to any person who has ceased to be an administrator, officer, employee or agent and shall inure to the benefit of the heirs, executors and directors of such a person.

The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf of the Association; or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article VIII or elsewhere in these By-Laws shall operate to indemnify any Director or officer, if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE IX.

ARBITRATION

Any claim which shall be made against one or more members of the Board of Directors shall be settled by arbitration except as otherwise provided herein, in the Master Deed or under any applicable law, and judgment upon the award may be entered in any court having jurisdiction thereof. Such arbitration shall be commenced upon the delivery of such claim, in writing, to one or more members of the Board, and shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three (3) disinterested arbitrators, one named by the Director(s), one by the Unit Owner(s), and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of South Carolina as applied to the facts found by him or them. If the Director(s) or the Unit Owner(s) shall refuse or fail to so name an arbitrator within thirty (30) days after written notice from the other party requiring the naming of an arbitrator, then the arbitrator so named by the party not in default hereunder shall have the power to proceed to arbitrate and determine the matters in controversy as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final. The rules of procedure for the arbitration proceedings hereunder shall be conducted in Lexington County, South Carolina.

ARTICLE X

AMENDMENT

These By-Laws may be amended by a vote of Unit Owners owning in the aggregate at least a sixty-seven percent (67%) undivided interest in the Common Elements, cast in person or by proxy, at a meeting duly held in accordance with the provisions of these By-Laws, together with their respective mortgagees, provided that such amendment shall be effective only upon the recordation in the office of the Register of Deeds, Lexington County, South Carolina, of an amendment to the Master Deed setting forth such amendment to these By-Laws. Any amendment which amends or alters the percentage of undivided interests of any Unit in the Common Elements or voting rights other than the change of percentage of undivided interest resulting from the expansion of the Condominium as set out in the Master Deed, shall require the written approval of all Unit Owners, together with the consent of their respective mortgagees. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. All Unit Owners shall be bound to abide by any such amendment upon the same being passed and duly set forth in an amendment to the Master Deed, duly recorded in the office of the Register of Deeds, Lexington County, South Carolina.

IN WITNESS WHEREOF, the Chairman of Agape Commons Condominium Association, Inc., has executed these By-Laws this 24 day of September, 2008.

Agape Commons Condominium Association, Inc.

By: _____

Danny E. Belk

Print: Danny E. Belk

Chairman of Agape Commons Condominium Association, Inc.

DISPUTE RESOLUTION AGREEMENT

(a) Mandatory Arbitration. All disputes between or among the Unit Owners (herein "Owners") or in connection with the execution, interpretation and performance of this Master Deed (including the validity, scope and enforceability of this arbitration provision) shall be solely and finally settled by a board of arbitrators consisting of either one arbitrator or three arbitrators, as set forth below (the term "Arbitrator" shall refer to the board of arbitrators, whether it consists of one or three members). The arbitration proceedings shall be held in Lexington County, South Carolina, and except as otherwise may be provided in this Exhibit, the arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA").

(b) Arbitration Notice. If an Owner or Owners determine to submit a dispute for arbitration pursuant to this Exhibit, such Owner(s) shall furnish the other Owners with a dated, written statement (the "Arbitration Notice") indicating (i) such Owner's intent to commence arbitration proceedings, (ii) the nature, with reasonable detail, of the dispute and (iii) the remedy or remedies such Owner will seek.

(c) Selection of Sole Arbitrator. Within ten (10) days of the date of the Arbitration Notice, the Owner or Owners commencing the arbitration (collectively, the "Petitioner") and the party with whom the Petitioner has its dispute (collectively, the "Respondent") shall attempt to agree on and then select one neutral arbitrator (the "Sole Arbitrator"). A "neutral" arbitrator shall be a Person who would not be subject to disqualification under Rule No. 19 of the AAA Rules.

(d) Arbitration Panel. If, within such ten (10) day period, the Petitioner and Respondent are unable to agree upon a Sole Arbitrator, each of them shall have five (5) business days (following the expiration of the ten (10) day period) to select (and provide written notice of such selection to the other Owners) a qualifying arbitrator. A "qualifying" arbitrator is a Person who is not (i) an affiliate of either the Petitioner or Respondent or (ii) counsel to any such Person at such time. If either the Petitioner or Respondent fails to select a qualifying arbitrator or provide such notice within the five (5) day period, the AAA shall have the right to make such selection. (Such qualifying arbitrators hereafter may be referred to, respectively, as the "First Arbitrator" and the "Second Arbitrator.") Within ten (10) days following their selection, the First and Second Arbitrator shall select (and provide written notice to the Owners of such selection) a third arbitrator (the "Third Arbitrator") from a list of members of the AAA's National Panel of Commercial Arbitrators. The Third Arbitrator must be "neutral" as that term is defined above. Notwithstanding the foregoing, if a dispute involves more than two Owners, all proceedings shall be conducted before a Sole Arbitrator, who shall be selected by the AAA if the Owners are unable to agree upon such Sole Arbitrator within the ten (10) day period mentioned above.

(e) Discovery Requests. At any time within forty (40) days after the date of the Arbitration Notice, the Petitioner and Respondent can make discovery requests of the other (including, but not limited to, requests for delivery of documents, production of witnesses for testimony and delivery of interrogatory responses). The recipient of a discovery request shall have ten (10) days after the receipt

of such request to object to any or all portions of such request and make an application to the Arbitrators to limit the scope of such discovery request, and shall respond to any portions of such request not so objected to within twenty (20) days of the receipt of such request. All objections shall be in writing and shall indicate the reasons for such objections. Within five (5) business days after the end of the period for the submission by the requested party of an application to limit the discovery request, the Arbitrators shall grant or deny such discovery request, in whole or in part, to the extent the Arbitrators determine such discovery is or is not, as the case may be, reasonably necessary to enable the requesting party to obtain information relevant to the dispute without unreasonably burdening the requested party. The requested party shall comply with a discovery request granted, or within such longer period as the Arbitrators may determine upon application of the requested party for extension thereof for reasonable cause. Neither party shall be permitted to make more than one application for discovery to the Arbitrators. All depositions shall be taken in the city in which the Person being deposed resides or has its principal place of business, unless otherwise agreed by the parties. The Arbitrators are not authorized to subpoena documents or perform independent investigations.

(f) Timing of Hearings. Hearings must commence no later than ninety (90) days following the date of the Arbitration Notice and such hearings shall be conducted for no more than five (5) business days.

(g) Format of Hearings. Each of the Petitioners and the Respondent shall submit a brief, outlining such party's claim for relief or defense to any claim, to the other and to the Arbitrators on or before the tenth (10th) day following the date of the last hearing. Reply briefs must be exchanged and submitted to the Arbitrators on or before the twentieth (20th) day following the date of the last hearing. The final decision of the Arbitrators is due on or before the thirtieth (30th) day following the date of the last hearing. The Arbitrators shall choose the form of final decision that, in their judgment, is most consistent with the terms of this Agreement and the intent of the Owners, as supported by evidence presented by the Petitioner and Respondent in the arbitration proceeding or, if the subject matter of the dispute is not clearly addressed in or determinable under this Agreement, that, in their opinion, would be most fair to the Petitioner and Respondent under the arbitration. The Arbitrators shall not be required to provide reasons for their decision.

(h) Fees and Expenses. The fees of the First and Second Arbitrators shall be borne by the Petitioner and Respondent, respectively. All other expenses of the arbitration shall be shared equally by the Petitioner and Respondent in accordance with the AAA Rules.

(i) Arbitrators' Discretion. The foregoing time periods and procedural steps may be modified or extended by the Arbitrators in their discretion to the extent they deem necessary to prevent fundamental unfairness; provided that at all times the Arbitrators shall be mindful of the Owners' desire for the most expeditious possible resolution of the Owners' disputes; and provided, further, that a final decision of the Arbitrators shall be rendered within 120 days of the Arbitration Notice.

(j) Enforceability. To the extent permissible under applicable law, the Owners agree that the award of the Arbitrators shall be final and shall not be subject to judicial review. Judgment on the arbitration award may be entered and enforced in any court having jurisdiction over the parties or their

assets. It is the intent of the parties that the arbitration provisions hereof be enforced to the fullest extent permitted by applicable law, including the Federal Arbitration Act, 9 U.S.C. § 2.

(k) Injunctive Relief. Nothing contained in this Exhibit shall prevent an Owner from seeking injunctive relief or require arbitration of any issue for which either party seeks injunctive relief hereto.

Tina Querry

Sate of South Carolina
County of Lexington

**Amendment to the Declaration of Protective Covenants
for Agape Village**

WHEREAS, The Developer/Declarant, Agape Village, Inc., made and executed certain Covenants, Conditions, Restrictions, and Easements for Agape Village, which were recorded in Lexington County Register of Deeds at Book 12279 at Page 39, on August 27, 2008; and,

WHEREAS, Section 12 of those covenants allows Agape Village, Inc. to amend the covenants by a written instrument recorded and signed by its officers.

WHEREAS, Agape Village, Inc., elects to amend the Restrictive Covenants in order to allow the general membership to amend the covenants in the future by an instrument signed by not less than 2/3 of the lot owners subject to the covenants.

NOW THEREFORE, the Developer/Declarant, Agape Village, Inc., hereby amends the above referenced covenants as follows:

“Section 12 Amendments” shall be struck in its entirety and replaced with the following:

Section 12 Amendments: This instrument and any exhibits hereto may be amended by a written instrument, recorded in the RMS office of Lexington county, South Carolina, executed by no less than 2/3 of the lot owners subject to these covenants.

The above described lots and properties are hereby fully incorporated into and under the above referenced Restrictive Covenants along with all obligations, liabilities and requirements appertaining thereto.

(Signature page to follow)

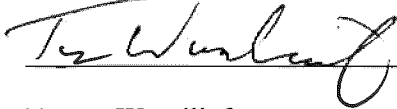
In witness whereof, Agape Village, Inc., has executed this Amendment to the Declarations and Covenants this 6th day of December, 2022.

Declarant/Developer:
Agape Village, Inc.



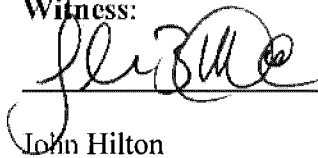
By: Greg Middleton

Witness:



Trevor Woodlief

Witness:



John Hilton

I, Trevor Woodlief, a Notary Public for the state of South Carolina, do hereby certify that Agape Village, Inc., by Its Authorized Officer, Greg Middleton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of December, 2022



Notary Public for South Carolina

My Commision Expires 2-27-29

Sate of South Carolina
County of Lexington

**Second Amendment to the Declaration of Protective
Covenants for Agape Village**

WHEREAS, The Developer/Declarant, Agape Village, Inc., made and executed certain Covenants, Conditions, Restrictions, and Easements for Agape Village, which were recorded in Lexington County Register of Deeds at Book 12279 at Page 39, on August 27, 2007; and such amendment to the covenant which were recorded in Lexington County Register of Deeds at Book 21039 at Page 0502, on December 20, 2022, restricting all the property shown on that initial Plat recorded in Plat Book 11931 at Page 245 in Lexington County Register of Deeds.

This exact second Amendment was recorded May 9, 2023 in Book 21056 and Page 1190-1213, however this document did not include all of the signatures obtained to approve the amendment. The Second Amendment is being re-recorded with the requisite number of signatures as set out herein.

WHEREAS, the covenants state Section 12 Amendments: This instrument and any exhibits hereto may be amended by a written instrument, recorded in the RMS office of Lexington county, South Carolina, executed by no less than 2/3 of the lot owners subject to these covenants.

NOW THEREFORE, the below members, being at least 2/3 of the lot owners subject to the covenants, hereby amends the above referenced covenants to include the below restrictive covenant.

Section 9 -Maintenance of Common and Private Property, shall be amended to include the following provisions. All of the existing provisions in Section 9 shall remain.

Remedies for Failure to Maintain Private Property.

In the event that the Owner neglects or fails to maintain his Lot, and/or the exterior of his or her Dwelling in the Community, the Association may in addition to any other remedy, provide such exterior maintenance. The Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in said notice within which to perform such exterior maintenance himself or to satisfy the Association that the required maintenance or repair will be completed in a timely manner. The determination as to whether an Owner has neglected or failed to maintain his Lot and/or Dwelling in a manner consistent with other Lots and Dwellings in the Community shall be made by the Board of Directors, in its sole discretion.

In the event the Association performs such exterior maintenance, clean-up or replacements repair, the costs of such maintenance, repairs or replacement together with all costs of collecting from the Owner the cost of such maintenance, repairs or replacement established herein shall be added to and become a part of the Assessment to which that Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the

willful or negligent act of an Owner or the Permittees of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents.

Section 11- Enforcement, shall be amended to include the following provisions. All of the existing provisions in Section 11 shall remain.

Section 11- Enforcement.

Creation of Violation Fine Schedule- The Board of Directors shall have the authority to levy fines and fees for violations of these covenants. The Board of Directors is hereby empowered to establish a schedule of monetary fines to be enforced and levied for violations of these covenants and shall not be required to obtain further approval from the membership for changes or additions to the violation fine schedule. These fines shall be treated as Assessments as defined under these covenants and all enforcement and collection provisions shall apply, including the authority to file a lien against the property for any fines levied under this section.

The below Section 14 shall be added to the covenants to further define the leasing and age restrictions currently located in Sections 6- General Restrictions and Section 8- Age.

Section 14. Restriction on Residential Rentals and Leaseholds:

Leasing Provision- General. Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. No shorter term subleasing shall be permitted by a tenant to circumvent the 6 month lease restriction. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board as set out in the original covenants to be given to Agape Village, Inc.

Leasing Provision- Age Restriction on tenants. Since the primary purpose for the creation and development of Agape Village is to provide a pre-retirement/retirement community consisting of adults who are 55 years old or older, no tenant or occupant of any unit shall be allowed to live in, lease, or occupy such unit if they are not 55 years of age or older, unless such occupant is a caretaker of a Lot Owner.

As authorized under the covenants and effectuated by the enclosed signatures of at least 2/3 of the Lot Owners of the Association, the covenants outlined herein are hereby fully incorporated into the above referenced Restrictive Covenants for the Association along with all obligations, liabilities and requirements appertaining thereto.

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Marshall Debra Lesuer

Owner Signature: *Debra Lesuer* *ML*

Owner Address: 102 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. Clark McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Marshall + Debra, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. Clark McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Rebecca Snyder

Owner Signature: Rebecca Snyder

Owner Address: 135 Agape Village Ct

Witness:

Cathy Roof

Witness: (Notary)

W. Clark McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Rebecca, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. Clark McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) GILBERT SAGAN

Owner Signature: [Handwritten Signature]

Owner Address: 135 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

[Handwritten Signature]

I, WILLIAM MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Gilbert, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

[Handwritten Signature]

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Clark McGill

Owner Signature: *Clark McGill*

Owner Address: 142 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. C. McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Clark, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Cathy Roof

Owner Signature: Cathy Roof

Owner Address: 151 Agape Village Ct.
West Columbia, SC 29169

Witness:

Walter C. McNeil

Witness: (Notary)

Walter C. McNeil

I, WCLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Cathy, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McNeil

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Candace Williams

Owner Signature: Candace M. Williams

Owner Address: 111 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Wade C. McGill

I, Wade C. McGill, a Notary Public for the state of South Carolina, do hereby certify that Candace, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Wade C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Sandy Watkins

Owner Signature: Sandy Watkins

Owner Address: 105 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. Clark McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Sandy, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. Clark McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Robert Frierson

Owner Signature: [Handwritten Signature]

Owner Address: 137 Agape Village Ct,
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

[Handwritten Signature]

I, WCLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Robert, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

[Handwritten Signature]

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Ken Stiver

Owner Signature: Ken Stiver

Owner Address: 106 Agape Village Ct,
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Ken, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Vivian Rogers

Owner Signature: Sally Rogers-Hick

Owner Address: 136 Agape Village Court
West Columbia, SC 29169

Witness:

Shelton L Smith

Witness: (Notary)

Walter C. McNeil

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Sally, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McNeil

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Kathy Hardee

Owner Signature: Kathy Hardee

Owner Address: 145 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Kathy, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Mary Shuford

Owner Signature: *Mary Shuford*

Owner Address: 108 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. C. McMill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Mary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

W. C. McMill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Sandra Monts

Owner Signature: Sandra Monts

Owner Address: 149 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Sandra, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Lynda Moore

Owner Signature: *Lynda Moore*

Owner Address: 114 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Lynda, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Judy Bennett

Owner Signature: Judy Bennett

Owner Address: 110 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. Clark McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Judy, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. Clark McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Darlene Glover

Owner Signature: Darlene Glover

Owner Address: 139 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER C. MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Darlene, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Dena Craft

Owner Signature: Delane (Dena) Craft

Owner Address: 141 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McNeil

I, WALTER MCNEIL, a Notary Public for the state of South Carolina, do hereby certify that Delane, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

Walter C. McNeil

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Marge Ciotola

Owner Signature: Marge Ciotola

Owner Address: 107 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

Walter C. McGill

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Marge, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Annette Hammond

Owner Signature: Annette Hammond
Sandra C Hammond

Owner Address: 117 Agape Village Court
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. Clark McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Annette, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

W. Clark McGill

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner:

Owner Name: (print name) Wilson Joye

Owner Signature: Wilson Joye

Owner Address: 152 Agape Village Ct.
West Columbia, SC 29169

Witness:

Cathy Roof

Witness: (Notary)

W. C. McGill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Wilson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023

W. C. McGill

Notary Public for South Carolina

My Commission Expires 01/26 /2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23rd day of April, 2023.

Lot Owner: Regina
Owner Name: (print name) "Yonnie" Quattlebaum

Owner Signature: Regina Quattlebaum

Owner Address: 147 Agape Village Ct.
West Columbia, SC 29169

Witness:
Cathy Roof

Witness: (Notary)
W. C. McMill

I, W. CLARK MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Regina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2023
W. C. McMill
Notary Public for South Carolina
My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 23 day of April, 2023.

Lot Owner:

Owner Name: (print name) Alberta Sullivan

Owner Signature: Alberta Sullivan

Owner Address: 143 Agape Village Ct,
West Columbia, SC 29169

Witness:

Rebecca L. Snyder

Witness: (Notary)

Walter C. McArthur

I, WALTER MCGILL, a Notary Public for the state of South Carolina, do hereby certify that Alberta Sullivan, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23 day of April, 2023

Walter C. McArthur

Notary Public for South Carolina

My Commission Expires 01/26/2033

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 20th day of June, 2023.

Lot Owner:

Owner Name: (print name) JoAnn C. Frierson

Owner Signature: JoAnn C. Frierson

Owner Address: 137 Agape Village Court
W Columbia, S.C. 29169

Witness:

Robert L. Supt

Witness: (Notary)

Walter C. McCall

I, Walter C. McCall, a Notary Public for the state of South Carolina, do hereby certify that JoAnn C. Frierson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of June, 2023

Walter C. McCall

Notary Public for South Carolina

My Commission Expires 01/23/33

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 20th day of June, 2023.

Lot Owner:

Owner Name: (print name) Martha Thompson

Owner Signature: Martha Thompson

Owner Address: 104 Aquave Village Court
West Columbia, SC. 29169

Witness:
Rebecca L Snyder

Witness: (Notary)
Walter C. McGill

I, Walter C. McGill, a Notary Public for the state of South Carolina, do hereby certify that Martha Thompson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of June, 2023

Walter C. McGill
Notary Public for South Carolina
My Commission Expires 01/23/33

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 20th day of JUNE, 2023.

Lot Owner:

Owner Name: (print name) NEIL W. LAINEY

Owner Signature: Neil W. Laine

Owner Address: 133 Agape CT
W. Columbia, SC. 29169

Witness:

Rebecca L. Smith

Witness: (Notary)

Walter C. McGill

I, Walter C. McGill, a Notary Public for the state of South Carolina, do hereby certify that Neil W. Laine, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of June, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/23/23

In witness whereof, the below Lot Owner has executed this Amendment to the Declarations and Covenants this 5th day of July, 2023.

Lot Owner:

Owner Name: (print name) Sallie Marsh

Owner Signature: *Sallie Marsh*

Owner Address: 138 Agape Village Court
West Columbia, SC 29169

Witness:

Debra L. Snyder

Witness: (Notary)

Walter C. McGill

I, Walter C. McGill, a Notary Public for the state of South Carolina, do hereby certify that Sallie Marsh, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5th day of July, 2023

Walter C. McGill

Notary Public for South Carolina

My Commission Expires 01/23/33