45/pb
51
Dominguez

ATTACHMENT 6

BEAUFORT COUNTY SC - ROD
BK 3429 Pgs 3095-3139
FILE NUM 2015048931
09/18/2015 04:44:26 PM
REC'D BY pbaxley RCPT# 788297
RECORDING FEES $51.00

# THE VILLAGE AT VERDIER PLANTATION MASTER PROPERTY OWNER'S ASSOCIATION DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS AND BY-LAWS OF THE VILLAGE AT VERDIER PLANTATION MASTER PROPERTY OWNER'S ASSOCIATION, INC.

**<u>After Recording, Please Return To:</u>**
Roberts Vaux, Esq.
Vaux Marscher Berglind, PA
Post Office Box 769 (mailing address)
1251 May River Road (physical address)
Bluffton, South Carolina 29910

| | | |
|---|---|---|
| **STATE OF SOUTH CAROLINA** | **)** | **THE VILLAGE AT VERDIER PLANTATION** |
| | **)** | **MASTER PROPERTY OWNER'S ASSOCIATION** |
| | **)** | **DECLARATION OF RESTRICTIVE COVENANTS** |
| | **)** | **AND EASEMENTS AND BY-LAWS OF THE** |
| | **)** | **VILLAGE AT VERDIER PLANTATION MASTER** |
| **COUNTY OF BEAUFORT** | **)** | **PROPERTY OWNER'S ASSOCIATION, INC.** |

THIS THE VILLAGE AT VERDIER PLANTATION MASTER PROPERTY OWNER'S ASSOCIATION DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS AND BY-LAWS OF THE VILLAGE AT VERDIER PLANTATION MASTER PROPERTY OWNER'S ASSOCIATION, INC. (this "Declaration"), is made this 15th day of September, 2015, by Security Bank of Kansas City (hereinafter, the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant's predecessor in title and/or a subsidiary or affiliate thereof was or were the record owner(s) of the property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), generally known as "Verdier Plantation" and established by a planned unit development ordinance adopted by the Town of Bluffton, South Carolina and subject to the agreement entitled "Village at Verdier First Amendment and Reaffirmation to the Development Agreement for Verdier Plantation", dated April 11, 2011, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3061, at Pages 3271-3360 (the "Development Agreement"); and

WHEREAS, Declarant's predecessor in title and/or a subsidiary or affiliate thereof has or have previously subjected portions of the Property to those certain covenants and restrictions entitled "The Village at Verdier Manor Home Neighborhood Amended and Restated Declaration of Restrictions, Covenants and Easements", recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2455, at Pages 1039-1074, which have been and/or may be amended and supplemented pursuant to the terms thereof (the "SF Declaration") and those certain covenants and restrictions entitled "The Village at Verdier Townhome Neighborhood Amended and Restated Declaration of Restrictions, Covenants and Easements", recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2460, at Pages 617-653, which have been and/or may be amended and supplemented pursuant to the terms thereof (the "TH Declaration"); and

WHEREAS, Declarant desires to develop the Property in a coordinated manner, with provisions for certain common areas, common access ways, common regulations and cost sharing, all as more particularly set forth herein; and

WHEREAS, Declarant finds that private controls over the use of the Property are an effective means of establishing, preserving, maintaining and, in some instances, enhancing, the economic or intangible values pertaining to the use and enjoyment of the Property and, to this end, Declarant desires to establish on the Property certain private land use controls, conditions, protections, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens (herein collectively referred to as this "Declaration" or these "Covenants"); and

WHEREAS, Declarant deems it desirable to provide for the formation of The Village at Verdier Plantation Master Property Owner's Association, Inc. (the "Association") a non-stock, non-profit, mutual benefit corporation to own, operate and maintain Common Property (as defined herein), and to administer and enforce the provisions of this Declaration, the By-Laws and Rules and Regulations to the extent the same may be adopted, amended, and/or supplemented by the Association; and

WHEREAS, Declarant deems it desirable to provide a mechanism for the proper administration of these Covenants, including, but not limited to, the ownership, operation and maintenance of Common Properties by the Association as well as, the administration, assessment, enforcement and other activities set forth in these Covenants and other mandated and discretionary functions consistent with the purpose of these Covenants which benefit the Property.

NOW, THEREFORE, Declarant hereby declares, and the undersigned third-parties have evidenced by their consent, that the Property is and shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered, improved, and used subject to these Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of the Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the land herein referred to as the Property, and these Covenants are intended to be covenants and servitudes burdening and benefiting all Persons new or hereafter deriving a real property estate in or to a portion or portions of the Property, whether by assignment, succession or inheritance or other method of conveyance.

This Declaration does not and is not intended to create a condominium within the meaning of the South Carolina Horizontal Property Act, South Carolina Code Annotated, 27-31-10, *et seq*.

## ARTICLE I
## Incorporation of Recitals and Definitions

Section 1.1: Incorporation of Recitals. The above recitals form a material part of this Declaration and are hereby incorporated as if fully restated herein.

Section 1.2: Definitions. Except as may be otherwise specified in or required by the context in which used, the following terms as used in this Declaration shall have the meanings ascribed to them below, whether or not such terms are designated by the capitalization of the first character thereof, and terms within quotation marks or within parentheses elsewhere in this Declaration shall have the meaning of the immediately preceding clause or phrase.

(a) "Assessments" shall mean, collectively, the annual assessments, special assessments, and specific assessments described in Article V.

(b) "Association" shall mean The Village at Verdier Plantation Master Property Owner's Association, Inc., a South Carolina non-stock, non-profit mutual benefit corporation and it's successors and assigns.

(c) "Board of Directors" shall mean the body responsible for administration of the Association selected as provided in the By-Laws and generally serving the same role as the Board of Directors under the corporate law of the State of South Carolina.

(d) "By-Laws" shall mean the By-Laws of The Village at Verdier Plantation Master Property Owner's Association, Inc. as the same shall be adopted by the Directors and as amended from time to time, which are attached hereto as Exhibit "B" and incorporated herein.

(e) "Commercial Unit" shall mean any Parcel other than a residential parcel. The term shall include, but not necessarily be limited to, any Parcel developed and operated, or intended for development and operating, as multi-family rental apartments.

(f) "Common Area" or "Common Property" shall mean all real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

(g) "Common Expenses" shall mean and include the actual and estimated costs and expenses for a Fiscal Year of: (i) improvement, maintenance, repairs, replacements, additions, and operation of the Common Property; (ii) the payment of taxes and insurance with respect to Common Property; (iii) the cost of labor, equipment, materials, management and supervision thereof and third-party services; and (iv) the establishment and maintenance of reasonable reserves with respect to the foregoing and enforcement of these Covenants, all as may be found to be necessary or appropriate by the Declarant or as by the Association following the termination of Declarant's rights hereunder.

(h) "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by Declarant, Association, or any other entity which is given the authority to determine the standard. Any Community Wide Standard promulgated hereunder, or amendment or supplement thereto, shall be timely transmitted, in writing, to any and all Owners.

(i) "Declarant" shall mean and refer to Security Bank of Kansas City or any subsidiary or successor, successors-in-title, or assignee thereof that is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. Declarant's rights, duties, and obligations as Declarant hereunder shall cease and transfer control of the Association to the Members at the later to occur of the following:

1) December 31, 2025;
2) Such date prior to December 31, 2025, which Declarant may elect in its sole discretion and which shall be evidenced by a recorded document transferring or terminating said Declarant rights; or
3) Such date as the Declarant no longer holds record ownership to any portion of the Property.

At or before the termination of Declarant's righter hereunder, Declarant Security Bank of Kansas City or any subsidiary or successor, successors-in-title or assignee Declarant thereof shall convey any and all Common Property, including any Exclusive Common Property, to the Association or any appropriate sub-association.

(j) "Declaration" or these "Covenants" shall have the meanings ascribed to them in the introductory paragraphs above, as the same may hereafter be amended or supplemented from time to time.

(k) "Developer Owner" shall mean the owner of any Parcel which is undeveloped or which is being developed but for which no ownership rights of any kind have been sold to any Person in the normal course of business (such as selling a lot or residence or leasing out space). **A Developer Owner must form a property owners association for its Parcel prior to any sales or leasing in the normal course of business**.

(l) "Development Agreement" shall mean the Development Agreement identified in the preamble above and applicable to all development activity incident to the Property, as the same may be properly amended from time to time.

(m) "Easement Areas" shall mean those areas on the Property, which: (i) are described in this Declaration as "Easement Areas"; (ii) are described or shown in a recorded deed as "Declaration Easement Areas"; (iii) are described or shown in a recorded easement agreement as "Declaration Easement Areas"; or (iv) are described or shown upon any map or plat of a portion of the Property which map or plat has been prepared by or on behalf of the Declarant and/or Declarant's predecessor in title and/or a subsidiary or affiliate thereof, recorded with the Office of the Register of Deeds for Beaufort County, South Carolina by or on behalf of the Declarant and/or Declarant's predecessor in title and/or a subsidiary or affiliate thereof, and, if required by applicable law, approved by all applicable governing authorities.

(n) "Exclusive Common Property" shall mean any portion of the Common Property intended for the primary use or benefit of one or more but less than all Parcels, which such Exclusive Common Property shall be as designated by the Association or as shown of a plat of record.

(o) "Fiscal Year" shall mean that twelve (12) month period determined from time to time by the Declarant or, if no such determination is made, a calendar year. Upon any event which results in the transfer of the control of the Association from the Declarant to the Members listed in Section 1.2 (i) above, then the Association, through its Board of Directors, shall determine the Fiscal Year of the Association or, if no such determination is made, the same shall be the calendar year.

(p) "Master Plan" shall mean the Verdier Plantation concept plan approved in the Development Agreement, and any subsequent amendments or supplements thereto.

(q) "Member" shall mean the Declarant so long as the Declarant holds record title to any Parcel, the individual Parcel Acreage POAs subject to this Declaration, and the individual Owner(s) of any portion of the Property that has not been submitted to a separate declaration of covenants and restrictions of any separate POA.

(r) "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt, or any other similar instrument given by an Owner to secure the payment of performance of an obligation and conveying or encumbering such Owner's interest in the Property.

(s) "Mortgagee" shall mean an institutional or governmental holder of a Mortgage that makes, holds, or insures or guarantees Mortgage loans in the ordinary course of business.

(t) "Owner" shall mean the Person, their heirs, successors and assigns, whether it be one or more, but specifically excluding any Developer Owner, as shown by the real estate records of the Office of the Register of Deeds for Beaufort County, South Carolina, as holder of fee simple title to any portion of the Property conveyed by the Declarant or a Developer Owner or successors in title to any Owner; provided, however, notwithstanding any applicable theory of a Mortgage, the term "Owner" shall not mean any mortgagee or Mortgagee, its successors or assigns, unless and until such mortgagee or Mortgagee has acquired fee simple title to such Property pursuant to foreclosure or a deed in lieu of foreclosure, nor shall the term "Owner" mean any occupant.

(u) "Parcel" shall mean and refer to any parcel of land within the Property, other than Common Property and Easement Areas, fee simple title to which is owned by a Person. Every Parcel shall be required to be in a property owners association ("POA") except as otherwise specifically set forth herein. If any Parcel is further subdivided or re-subdivided, whether by plat or by deed, each such subdivision shall be considered a Parcel and shall be required to form a POA.

(v) "Parcel Acreage" that area of land contained within the Property that is governed by a separate declaration of covenants, conditions and restrictions and whose affairs are administered by a separate and sub-owners association, sometimes referred to herein as a "POA".

(w) "Person" shall mean any natural person, corporation, joint venture, limited liability company, partnership (general or limited), association, trust, or other legal entity.

(x) "Planned Unit Development" or "PUD" shall mean the Planned Unit Development approved by the Town of Bluffton for Verdier Plantation under the Development Agreement, as the same may be properly amended.

(y) "Property" shall mean that real property described on Exhibit "A" attached hereto, and each and every portion thereof, and any additional property, or such portion or portions thereof, which may hereafter, from time to time, be submitted and rendered subject to these Covenants in the manner prescribed below, it being the intent of the Declaration such real property shall constitute the "Property" under this Declaration.

(z) "Residential Unit" shall mean any Parcel designated on any recorded plat or restricted by applicable zoning or recorded covenants to development, use and occupancy as an attached or detached residence for a single family. The term shall not include a Parcel developed or operated, or intended for development and operation, as multi-family rental apartments.

(aa) "SF Association" or "SF POA" shall mean the POA created and existing under The Village at Verdier Manor Home Neighborhood Amended and Restated Declaration of Restrictions, Covenants and Easements, as the same is defined in the Preamble hereto, and as is sometimes referred to herein as the "SF Declaration".

(bb) "TH Association" or "TH POA" shall mean the POA created and existing under The Village at Verdier Townhome Neighborhood Amended and Restated Declaration of Restrictions, Covenants and Easements, as the same is defined in the Preamble hereto, and as is sometimes referred to herein as the "TH Declaration".

## ARTICLE II
## Additional Property

Section 2.1: Option to Submit Additional Property.

(a) The Declarant hereby reserves unto itself, and any successor, assign, or successor-in-title to Declarant, the option, which may be exercised in its sole and absolute discretion at any time and from time to time, to submit, or cause to be submitted, additional property, or any portion or portions thereof, to these Covenants and thereby to cause the additional property, or any such portion or portions thereof submitted, to be and become a part of and included as Property. This shall include property which is not currently within the Town of Bluffton and which would not have to be annexed into the Town of Bluffton in order to be submitted to these Covenants. If Owner elects in its sole discretion to seek annexation of property into the Town of Bluffton for purposes of submitting such property to these Covenants, all Owners, their successors and assigns agree to support any such annexation and will so sign a petition if requested by Declarant. Further, all Owners hereby grant Declarant a limited power of attorney for the sole purpose of executing and submitting to the Town of Bluffton such agreements or other forms or documents required to be submitted showing that all Owners of any of the Property are in favor of such annexation by Declarant.

(b) Any additional property, or such portion or portions thereof as may be submitted and subjected to these Covenants from time to time in the manner prescribed herein, shall be so submitted and subjected by the filing for record with the Office of the Register of Deeds for Beaufort County, South Carolina by the owner of the additional property, or such portion or portions thereof as may be so submitted and subjected, a supplementary declaration of covenants, conditions and restrictions with respect to the additional property, or the portion or portions thereof, to be submitted and subjected to these Covenants, which supplementary declaration shall extend the covenants, conditions and restrictions of this Declaration to the additional property, or the portion or portions thereof, so submitted and subjected. Such supplementary declarations may contain such complementary additional provisions as may be necessary to reflect the different character, if any, of the additional property.

(c) In addition to, and not in lieu of, any other rights of Declarant with respect to the submittal of any additional property, or any portion or portions thereon, to these Covenants, the Declarant shall have the right (but not the duty or obligation) to create additional lots on such Additional Property, or the portion or portions thereof so submitted and subjected, and to subdivide, either before or at any time and from time to time after such submittal and subjection, the additional property, or such portion or portions thereof.

## ARTICLE III
## General Land Use Restrictions and Obligations

Section 3.1: Maintenance. Each Owner shall maintain its Parcel to prevent any unclean or unsightly conditions of the Parcel and/or any improvements thereon that tend to adversely affect the aesthetic appearance thereof, and in conformity with the Community Wide Standard. Notwithstanding the foregoing, an Owner shall be in conformity with the Community Wide Standard should it leave any Parcel it may own in its natural state. Moreover, the Declarant or, as applicable, the Association may promulgate guidelines, rules, and regulations regarding the conformity with the Community Wide Standard of any Parcel undergoing construction and improvement. If, in the discretion of the Declarant or, as applicable, the Association, any Owner allows such unclean or unsightly conditions to exist, Declarant or, as applicable, the Association may elect to provide maintenance upon the Parcel with the cost thereof being at

Owner's expense, due and payable within thirty (30) days after written notice to the Owner; provided, Declarant or, as applicable, the Association has given such written notice to such Owner (with an opportunity to cure such adverse condition within said period) prior to undertaking any such maintenance on behalf of an Owner. Such charge shall be an obligation of Owner and shall be a special lien against its Parcel as provided herein.

Notwithstanding the foregoing, this Declaration recognizes that it is in the best interest of the Association that certain Common Property maintenance items be completed in a timely manner, specifically including, but not limited to, the maintenance of the grounds surrounding a community park and certain lots, which may or may not be improved, owned by the Declarant, any third-party, or by the Association and located within the Property and adjacent to Verdier Plantation Road (the "Entry Lots"). It shall be the obligation of the Declarant, to the extent Declarant is record Owner of any Entry Lot; the Association, to the extent any Entry Lot is conveyed to the Association; or the Owner of any Entry Lot to maintain the same according to the Community Wide Standard.

Should the Declarant, or the Association in the case of the obligation hereunder having been transferred from the Declarant to the Association, fail to timely enforce the Community Wide Standard of maintenance as to the Owner(s) of the Entry Lots, then the SF Association may provide written notice to the Declarant or the Association, as the case may be, that the Community Wide Standard of maintenance is to be brought current and adhered to within thirty (30) days of the date of said notice. Should the Declarant or the Association, as the case may be, fail to timely require the Owner(s) of the Entry Lots to bring the maintenance of the same within the Community Wide Standard current per the notice of the SF Association, then said POA is hereby granted a right of self-help to enter upon said Entry Lots and perform the said maintenance, the reasonable costs of which shall be recoverable from the Declarant or the Association, as the may be, for its failure to timely perform its obligations hereunder.

Section 3.2: Uses.

(a) Each Owner agrees that, without prior written approval of Declarant, no poles or wires for the reception or transmission of electricity, television, telephone service and the like shall be placed and maintained above the surface of the ground on a Parcel except for temporary poles during construction and as may otherwise be required by law or safety considerations.

(b) No operation or uses shall be permitted or maintained on a Parcel which could materially, adversely affect any adjacent land, including, without limitation:

(i) excessive noise or sound that is objectionable because of its volume, duration or frequency (excluding noises from normal development and construction activities);

(ii) smoke (excluding smoke from normal development and construction activities) noxious, toxic or corrosive fumes or gases;

(iii) noxious odors or dust (excluding dust from normal development and construction activities) ; or

(vi) unusual fire or explosive hazards.

(c) No refuse or trash shall be kept, stored or allowed to accumulate on a Parcel except refuse and trash the result of normal development and construction activities. Trash or other refuse shall be kept in sanitary containers screened from view from any public or private right-of-way located within the Property.

Section 3.3: Stormwater Management System Responsibilities and Easement. The effective functioning of the stormwater management system of Verdier Plantation is essential to the protection of the environment and to the long-tern values of all property subject to the Development Agreement. The stormwater management system includes all lagoons, retention and detention areas, all functional swales and all other features of the property, whether naturally existing or constructed, that serve as an integral part of collecting, retaining, filtering and ultimate release of stormwater within and from the Property.

Portions of the stormwater management system that are located upon Common Property, both before and after actual conveyance of Common Property to the Association, shall be maintained in good condition and in functional working order by the Association, as a Common Expense of the Association.

Should any portions of the stormwater management system be located on individually owned development Parcels, an easement is hereby reserved unto the Association and the Declarant to allow the Association and Declarant to enter upon any such property which is subject to these Covenants and take any action necessary to inspect, maintain, correct normal functions, or improve an element of the stormwater management system, as the Association or Declarant may deem necessary, to assure the proper functioning of the stormwater management system. Any such entry by Declarant, the Association, or their authorized representatives or agents shall not be deemed a trespass.

Any costs incurred by the Association or Declarant in conducting such activities regarding the stormwater management system on property other than designated Common Properties, shall be an appropriate Common Expense of the Association, unless such costs are due to the negligence or willful acts of an Owner or any guest or agent of an Owner. In such instances, those incurred costs may be charged to such Owner hereunder and shall be deemed additional assessments to the individual Owner, and the Association shall have the power to collect such charges and expenses as additional assessments hereunder, including the power to file and foreclose upon liens for non-payment.

Section 3.4: Signage Design Standards. No signage of any type visible from any public or private right-of-way located within the Property shall be erected, placed, or installed upon any portion of the Property except in compliance with the Development Agreement and any amendments thereto and in compliance with any signage design guidelines issued by Declarant, or as may be approved by Declarant, or, the Association following the termination of Declarant's rights hereunder as stated in Section 1.2(h). Therefore, each Owner agrees that no signs visible from any public or private right-of-way located within the Property shall be placed on the Owner's Parcel until the Declarant, its designee, or, as stated above, the Association, has given prior written approval for such signage. While all approval rights as set forth in this Article III vest and belong to Declarant, Declarant may establish a Sign Review Committee (the "SRC") for the purpose of reviewing and approving those signage activities which are made subject to architectural approval by these Covenants. Following the termination of the Declarant's rights as stated in Section 1.2(h) hereof, the power to establish and maintain the SRC shall vest and reside in and with the Association. The SRC shall have such powers as delegated to the SRC by the Declarant or, as applicable, the Association. The Declarant or, as applicable, the Association, may prepare initial sign guidelines and promulgate continuing sign guidelines for signage visible from any public or private right-of-way located within the Property ("Signage Design Guidelines"), and should any such guidelines be promulgated they will be distributed to all Owners, at their notice address on file with the Association. Unless there is a requirement in the deed of conveyance or some other written agreement, any Signage Design Guidelines shall only apply to signage visible from any public or private right-of-way located within the Property and no Owner shall otherwise be required to comply with any requirements of any Signage Design Guidelines which may address signage not visible from any public or private right-of-way located within the Property. Any Signage Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Declarant or, as applicable, the Association and the SRC in considering applications hereunder. Declarant or, as applicable, the Association, and the SRC if such right is delegated to the SRC by Declarant or, as applicable, the Association, shall, subject to the limitations of this section, have the sole and exclusive right to amend the Signage Design Guidelines from time to time as Declarant or, as applicable, the Association sees fit in its sole discretion without prior notice. The SRC, if constituted, shall be composed of not less than three (3) or more than seven (7) individuals none of whom need be Owners, and such SRC members shall serve at the pleasure of the Declarant or, as applicable, the Association. Declarant or, as applicable, the Association may appoint and remove members of the SRC as Declarant or, as applicable, the Association sees fit in it sole discretion. The SRC may engage or contract with consultants as may be necessary to carry out this function. Standards for review may be published by the SRC and made available to Owners. No approval of signage by the Declarant or, as applicable, the Association or the SRC shall ever be construed as representing or implying that such signage will comply with applicable laws, ordinances, building codes or other governmental or legal requirements. Any establishment of an SRC by Declarant or, as applicable, the Association and the delegation of authority thereto shall be expressly subject to: (i) Declarant's or, as applicable, the Association's right to revoke such delegation at any time and to reassume jurisdiction over the matters previously delegated; and (ii) Declarant's or, as applicable, the Association's right to veto any decision of the SRC which Declarant or, as applicable, the Association determines in its sole discretion is inappropriate or inadvisable for any reason. DECLARANT OR, AS APPLICABLE, THE ASSOCIATION SHALL ASSUME NO RESPONSIBILITY FOR THE ACTIONS OR INACTIONS OF ANY SRC AND ALL OWNERS AGREE TO HOLD DECLARANT OR, AS APPLICABLE, THE ASSOCIATION HARMLESS IN THE EVENT OF ANY DAMAGES SUFFERED THEREBY.

Section 3.5: Signage Plan Approval. No signage of any type visible from either any public or private right-of-way located within the Property shall be erected, placed, or installed upon any portion of the Property unless plans (including a description of any proposed new use) shall have been submitted to and approved in writing by Declarant or, as applicable, the Association or the SRC. All submittals must fully comply with the requirements, procedures, and applicable fees as set forth in any Signage Design Guidelines, should the same be promulgated. Any Signage Design Guidelines promulgated hereunder, or any amendments or supplements thereto, shall be timely transmitted, in writing, to any and all Owners.

If Declarant or, as applicable, the Association or SRC shall disapprove any submitted plans, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the ground(s) upon which action was based. Declarant or, as applicable, the Association shall, if requested, make reasonable efforts to assist and advise the Owner in order that an acceptable proposal may be prepared and submitted for approval. Any approval of plans by Declarant or, as applicable, the Association or SRC shall be final as to a Parcel and such approval may not be rescinded thereafter, provided that the signage is constructed, or altered, as the case may be, in compliance with the approved plans. In the event Declarant or, as applicable, the Association or SRC fails to approve or disapprove in writing any submitted plans within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted and no further action shall be required of the Owner. It is recognized that plans may be submitted and approved by Declarant or, as applicable, the Association or SRC in preliminary form or final form at any time. Preliminary or partial plans approved as provided herein shall be deemed approved plans to the extent of the matters covered herein; however, no construction shall begin on a sign until plans have been approved by Declarant or, as applicable, the Association or SRC on the matters covered in this Section 3.5. Each Owner acknowledges and agrees that approvals by the Declarant or, as applicable, the Association or SRC involve subjective determinations and that opinions may vary as to the desirability or attractiveness of particular improvements. Each Owner acknowledges and agrees that prior approval of any signage does not guarantee future approval of a like improvement and that the Signage Design Guidelines may be changed to prohibit in the future improvements similar or like improvements previously approved. Declarant or, as applicable, the Association or the SRC may in its discretion authorize variances from compliance with the Signage Design Guidelines and procedures when the Declarant or, as applicable, the Association or SRC in its discretion determines that circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions so require but no variance shall be effective unless in writing.

Section 3.6: Alterations. If any signage shall be altered or replaced, or any new erected or installed on a Parcel otherwise than in conformity with approved plans, such signage shall be deemed to have been undertaken without the requisite approval and in violation hereof, and upon written notice from the Declarant or, as applicable, the Association any such signage in violation hereof shall be removed or re-altered to comply with approved plans and any such new use shall be terminated so as to extinguish such violation, all within thirty (30) days of said notice.

Section 3.7: Inspections. Declarant or, as applicable, the Association or its agents or employees may, at any reasonable time, enter upon and inspect a Parcel for the purpose of ascertaining whether the construction or alteration of signage thereon is in compliance with the provisions thereof and/or the approved plans Declarant or, as applicable, the Association, or its agents or employees, shall not be deemed guilty of committing a trespass or wrongful act by reason of any such entry or inspection.

Section 3.8: Use of the Words "Verdier Plantation". No Person shall use the words "Verdier Plantation", and any logo adopted by the Declarant or any derivative thereof or successor name adopted by Declarant for use in identifying the Property, in the name of any building or any business or enterprise or in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the name "Verdier Plantation" or such logo in printed or promotional materials solely to specify that particular property is located within the Property, and the Association shall be entitled to use the name "Verdier Plantation" or such logo in its name.

Section 3.9: Limited Right of SF Association to Approve Certain Improvements on a Portion of the Commercial Unit. The SF Association shall have the right to review, comment on, and consent to certain improvements on a portion of the Commercial Unit more particularly described on Exhibit "C" hereto (the "Commercial Lots"), all as more particularly stated in this Section 3.9. Prior to the construction or installation of any new building, fence, signage, parking area, landscaping, lighting, or other exterior improvement proposed to be constructed upon any of the Commercial Lots, or any material exterior modification of any existing building, fence, signage, parking area, landscaping, or lighting, the proposed plans and specifications for any such exterior improvement shall be subject to the review, comment, and approval of the SF Association as if the same were Dwelling Units under the review of the Architectural Committee of the SF Association, all as the same is more particularly set forth in Article IX, Section 3 of the SF Declaration.

Notwithstanding the foregoing, any failure of said Architectural Review Committee to approve or disprove of any submission or application submitted for improvement or modification to any Commercial Lot within forty-five (45) days after said submission is received by the Architectural Review Committee, then said submission shall be deemed to be approved as submitted.

Should the SF Association not have an Architectural Committee empaneled at the time of any improvement of any Commercial Lot, then the Board of Directors of the SF Association shall serve as the Architectural Review Committee thereof for purposes of this Section.

Nothing herein shall be interpreted to preclude the Association subject to this Declaration from forming its own architectural review committee or design review board, under such guidelines and utilizing such procedures as may be set forth by the Declarant, if instituted by the Declarant, or by this Association, under such guidelines and utilizing such procedures as may be set forth by the Declarant, if instituted following any event of Section 1.2(i) hereof transferring control of the Association from the Declarant to the Members.

## ARTICLE IV
## Property Rights and Common Property

Section 4.1: Owners' Easements of Enjoyment. Subject to the provisions of these Covenants, any rights of certain Owners to the primary use and benefit of certain Common Property(ies), and any rules and regulations which may be promulgated and amended from time to time by the Declarant and/or the Association, every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with title to every Parcel.

Section 4.2: Extent of Owners' Easement and Rights. The Owners' right and easements of enjoyment of the Common Property created hereby shall be subject to the following:

(a) the right of Declarant and/or the Association to borrow money for the purpose of improving the Common Property and, in furtherance thereof, to pledge the Common Property as security for a loan; and

(b) the right of Declarant and/or the Association to dedicate or transfer to any public or private utility, fee title to or utility easements on or to any part of the Common Property.

Section 4.3: Use of Common Property; Liability of Declarant. Declarant shall not be liable to any Owner or occupant for any damage or injury that results from the use of the Property or from any rule or regulation promulgated pursuant to these Covenants. Unless otherwise provided in the instrument conveying or granting other rights or easements in any Common Property, and subject to certain Common Property being designated Exclusive Common Property, the Common Property is for the exclusive use of the Owners, their guests and invitees. The Declarant, or as applicable, the Association may make such rules and regulations as may be deemed necessary or appropriate in the future to regulate the use of the Common Property, which rules and regulations shall be binding upon all Owners, their guests and invitees. Although the Declarant or, as applicable, the Association will be responsible for the general upkeep and maintenance of the Common Property as provided herein, neither the Declarant nor, as applicable, the Association nor any other Owner shall be liable for any accident or injury thereupon which may be caused by natural disasters, negligence of parties not employed by the Declarant or, as applicable, the Association, or careless or negligent activities of any other Owners or their members. All parties acquiring an interest in any portion of the Property hereby agree to hold the Declarant or, as applicable, the Association harmless from all losses, damages and liabilities arising out of any such accidents or injuries. All Owners and occupants agree and acknowledge that any use of the Common Property shall be at their own risk, without recourse to the Declarant or, as applicable, the Association. Any damage to Common Property caused by an Owner or its occupant shall be the responsibility of the Owner, and Declarant or, as applicable, the Association shall have the right to collect for such damages. Nothing shall be done or kept on the Common Property that will increase the rate of insurance on the Common Property without the prior consent of the Declarant or, as applicable, the Association. No Owner shall permit anything to be done or kept on the Common Property which might result in the cancellation of insurance on any part of the Common Property; which would interfere with rights of the other Owners or occupants; which would be in violation of any rule or regulation promulgated by the Declarant or, as applicable, the Association; or which would be in violation of any governmental statute, ordinance, rule or regulation.

## ARTICLE V
## Covenant for Maintenance Assessments

Section 5.1: Creation of the Lien and Personal Obligation of Assessments. Each Owner hereby covenants and agrees, and by acceptance of a deed to a Parcel or any portion of the Property shall be deemed to covenant and agree, to all of the terms and conditions of these Covenants and to pay the annual assessments or charges, special assessments and specific assessments all for the purposes set forth herein. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual, special and specific assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Owner's interest in the Property and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the obligation of the Person who was the Owner of such Property at the time the assessment became due and payable. In the case of a Parcel being owned by more than one Owner, each such Owner shall be jointly and severally liable for the entire amount of each such assessment.

Section 5.2: Purpose of Assessments. The annual assessments levied by the Association shall be used for all purposes deemed necessary or desirable by the Board of Directors including but not limited to the improvement, installation, supplementation, replacement, repair and maintenance of drainage ways, landscape and hardscape, lighting, signage, security, insect control, vegetation control, drainage systems, open space maintenance, common utility services, and other Common Property expenses, including but not limited to, the establishment and funding, by the Declarant or, as applicable, the Association, of any reserve accounts necessary to fund maintenance and improvements, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof and third party services including but not limited to legal and accounting. Notwithstanding any provision contained in these Covenants, the Board of Directors shall have maximum flexibility and discretion in determining how annual assessments shall be used and spent and in determining what is in the best interest of the Association, all without interference from the Owners. Special assessments shall be used for the purposes set forth below in this Article V.

Section 5.3: Basis and Maximum of Annual Assessments. The total annual assessment shall be determined by Declarant, in its sole and absolute discretion, through the end of the calendar year 2015. Thereafter, the Association shall establish the budget and total annual assessment, as provided in these Covenants. The total annual assessment shall be assessed only against Owners of portions of the Property that have received Certificates of Occupancies (each a "CO") for Commercial Units and Residential Units which have received a CO and have been sold from any Developer Owner to a third-party purchaser. Except as otherwise provided herein, the total annual assessment amount shall be divided such that the following parties shall each owe one-third of the total annual assessment, as follows:

A. The individual Owners of the Commercial Units excluding the multi-family apartment rental Parcel, shall collectively owe, on a pro-rata basis, one-third of the total annual assessment;

B. The individual Owner(s) of the Commercial Units including only the multi-family apartment rental Parcel, shall owe, on a pro-rata basis if the same be sub-divided, one-third of the total annual assessment; and

C. The individual Owners of the Residential Units shall collectively owe, on a pro-rata basis, one-third of the total annual assessment

Notwithstanding anything herein to the contrary, the Board of Directors may adopt from time to time any method of prorating the annual assessment that provides a reasonably fair method of allocating expenses.

Section 5.4: Special Assessment for Improvements and Additions. In addition to the annual assessments authorized herein, there may be, from time to time, a need for special assessments. Accordingly, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, expected repair or replacement of a capital improvement of the Common Property, including the necessary fixtures and personal property related thereto or additions to the Common Property. Any such duly approved special assessment shall be prorated among Owners on the same basis as annual assessments.

Section 5.5: Specific Assessments. The Association shall have the power to specifically assess pursuant to this Section as, in its sole and absolute discretion, it shall deem appropriate. Failure of the Association to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Association to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Association has not previously exercised authority under this Section. The Association may specifically assess Parcels for the following expenses:

(a) expenses which benefit less than all of the Parcels may be specifically assessed equitably among all of the Parcels which are benefited according to the benefit received;

(b) expenses which benefit all Parcels but which do not provide an equal benefit to all Parcels, may be specifically assessed equitably among all Parcels according to the benefit received; and/or

(c) expenses incurred in connection with the exercise or enforcement by the Association of its rights and remedies hereunder against an Owner or with respect to a Parcel. Notwithstanding anything to the contrary herein, any specific assessment levied by the Declarant against a particular Parcel shall be payable only by the Owner of such Parcel.

Notwithstanding anything above to the contrary, all costs, including but not limited to the costs associated with the maintenance, repair, replacement, and insuring, of any Exclusive Common Property shall be assessed against the Owners of the Parcels to which the applicable Exclusive Common Property is assigned.

Section 5.6: Date of Commencement of Annual Assessment and Due Dates. The annual assessments provided for herein shall commence on January 1, 2016 for all Owners. Assessments shall be due and payable in two semiannual installments on the first day of January and July of each calendar year. The assessment for any partial year shall be prorated to the end of the year as set forth below. The due date of any special assessment shall be fixed by the Association. The assessments due the Association are for each Parcel as a whole and it shall be the responsibility of each POA and each Developer Owner to pay the assessments for the Parcel as a whole. Each Member shall be responsible for collecting the Pro Rata Share, as that term is hereinafter defined, of the Association's assessments applicable to each Parcel to cover the obligation of the various owners of such Parcel to the Association.

Section 5.7: Proration of Assessments. Each Person who becomes an Owner during a year shall pay its Pro Rata Share of the assessment for the current year and each year thereafter (which Pro Rata Share at the time a Person becomes an Owner shall be prorated based on the number of days remaining in the year from the time such Person became an Owner). "Pro Rata

Share" shall mean that percent determined by the Association as stated in Section 5.3 above to apportion the annual assessments.

Notwithstanding anything herein to the contrary, the Board of Directors may adopt from time to time any method of prorating the annual assessment that provides a reasonably fair method of allocating expenses and the amount of assessments due from each Parcel under such method shall constitute Pro Rata Share.

Section 5.8: Effect of Non-Payment of Assessment; Personal Obligation of Owner; Lien Remedies.

(a) If the assessments as described herein or any other financial obligations or reimbursements due from an Owner as set forth in these Covenants are not paid on the date when due, then such assessments shall become delinquent and shall, together with interest thereon at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate allowable by law from the due date, and the cost of collection as hereinafter provided, become a charge and continuing lien on the such Owner's interest in the Property and on improvements thereon, against which each such assessment is made. The obligation of the Owner at the time of the assessment to pay such assessments, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors-in-title unless assumed by them.

(b) If the assessment is not paid within fifteen (15) days after the due date, the Association, or the applicable POA, may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Owner's Parcel, or both, and there shall be added to the amount of said assessment the cost of preparing and filing a complaint in such action as will as any other costs and expenses incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees and costs of the action.

Section 5.9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded Mortgage, or any other mortgage approved in writing by the Declarant (an "Approved Mortgage"). Sale or transfer of any Parcel or any portion thereof shall not affect the assessment lien nor relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the provisions of this Section 5.9, which are or may be construed to be to the contrary, if a Mortgage or other holder of an Approved Mortgage obtains title to a Parcel or any portion thereof as a result of foreclosure of a Mortgage, or as a result of a deed given in lieu of foreclosure of a Mortgage, the Mortgagee or such other holder shall not be liable for the assessments pertaining to such Parcel, or portion thereof, or chargeable to the former Owner of such Parcel or portion thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments which is recorded prior to the recording of such Mortgage or Approved Mortgage. Such unpaid share of the annual and special assessments (but not specific assessments) shall be deemed to be collectible pro rata from all of the Owners, including such Mortgagee or other holder. A Mortgagee or other holder of an Approved Mortgage acquiring title to a Parcel or portion thereof as a result of such foreclosure or a deed in lieu of foreclosure, during the period of its ownership of such Parcel, shall be liable for the payment of the assessments coming due during the period of such ownership.

Section 5.10: Exempt Property. Notwithstanding anything in these Covenants which is or may be construed to be to the contrary, the following property or Persons subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) any Developer Owner;

(b) the grantee in conveyances made for the purpose of granting easements;

(c) all Common Property; and

(d) any property dedicated to and accepted by any governmental authority or public utility.

Section 5.11: Declarant' s Obligation for Assessments. The Declarant' s obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

## ARTICLE VI
## Association Function, Membership, and Voting Rights

Section 6.1: Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Property conveyed by the Declarant, its successors or assigns to the Association within the Property. The Association may also perform any such other tasks, such as marketing and promoting the Property, as the Board determines in its business judgment. The Association shall perform its functions in accordance with this Declaration, the By-Laws, the Articles, and the laws of the State of South Carolina.

Section 6.2: Membership. The Parcel Acreage that is encumbered by the SF Declaration and the TH Declaration shall be entitled to one (1) Membership in the Association. The Boards of Directors of said POAs shall vote, from among their directors, a single representative to the Association for said Membership. The Declarant shall have two (2) Memberships in the Association. One (1) of said two (2) Memberships shall be held by the Declarant until Declarant transfers the same to a POA to be set-up to govern the portion of the Commercial Unit that excludes the multi-family apartment rental Parcel. One (1) of said two (2) Memberships shall be held by the Declarant until Declarant transfers the same to a POA to be set-up to govern the portion of the Commercial Unit that includes only the multi-family apartment rental Parcel. The membership rights and privileges may be exercised as set forth in the By-Laws attached hereto.

Section 6.3: Voting. The Association shall have two (2) classes of voting membership:

(a) "Class A Members" shall be all Members and each Member shall be entitled to one (1) vote in the Association; and

(b) the "Class B Member" shall be Declarant who shall be entitled to three (3) votes in the Association. In the event Declarant assigns its Class B voting status associated with its Membership to another entity, such Class B voting status shall cease and terminate upon the formation of the Parcel Acreage POA required pursuant to this Declaration. Otherwise, Declarant's Class B membership shall cease and terminate on the date specified in Section 1.2(i) as the date on which Declarant's rights, duties, and obligations as Declarant cease.

Upon the termination of Declarant's voting status as the Class B Member, the Association shall have one (1) class of membership.

## ARTICLE VII
## Functions of the Association

Section 7.1: Duties and Obligations.

(a) The Association shall strive to carry out and put into effect the functions and services specified or reasonably implied in this Declaration; however, the functions and services to be carried out or offered by the Association at any particular time shall be determined by the Association with due consideration given to the amount of reserves and revenues available to the Association, and the relative demands upon the resources which the Association can utilize to maintain Common Property. The Association shall not be obligated to incur debt or deficits of expenditures over revenues in order to carry out its monetary function.

(b) The Association and its members, managers, employees and agents shall not be liable to any Owner or occupant for any damage or injury which results from any rule or regulation promulgated pursuant to these Covenants.

Section 7.2: Powers of the Association. The Association shall have and may exercise any right or privilege assigned or given to it expressly in these Covenants or, except to the extent limited by the terms and provisions of the Covenants, given to it by law, and shall have and may exercise every other right, privilege, power and authority necessary or desirable to fulfill its obligations under these Covenants, including the right to engage necessary labor and acquire use of, or purchase, necessary property, equipment or facilities; employ personnel; obtain and pay for legal, accounting and other professional services as may be necessary or desirable; and to perform any function by, through, or under contractual arrangements, licenses or other arrangements with any governmental or private entity as may be necessary or desirable and to obtain and continue in effect the types of insurance it determines necessary to protect the Common Property.

Section 7.3: Authorized Services. The Association shall be authorized but not required to provide the following services:

(a) cleanup, maintenance, and repair of all Common Properties;

(b) insect and pest control to the extent that it is necessary or desirable to supplement the service provided by state and local governments;

(c) the services necessary or desirable to carry out the Association's obligations and business under the terms of this Declaration;

(d) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services in any covenants or restrictions applicable to the Property;

(e) to construct improvements on Common Property for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(f) to provide administrative services, including, but not limited to, legal, accounting, financial, and communication services informing Members, and if deemed necessary, Owners of certain matters; and

(g) to provide such other services as determined necessary or desirable by Declarant.

## ARTICLE VIII
## Easements; General Rights Reserved by Declarant

Section 8.1: Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Property, and between adjacent Parcels, due to the unintentional placement, settling, or shifting of the improvements constructed, reconstructed, or altered on a Parcel or the Common Property (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

Section 8.2: Easements to Serve Additional Property. The Declarant hereby reserves for itself and its successors and assigns, a perpetual, non-exclusive easement over the Common

Properties for the purposes of enjoyment, use, access and development of any additional property subjected to this Declaration by Declarant. This easement includes but is not limited to a right of ingress and egress over the Common Properties for construction of roads and for tying in the installation of utilities on such property, and for access to and unrestricted use and enjoyment of private amenities. Declarant agrees that it, its successors and assigns, shall be responsible for any physical damage caused to the Common Properties as a result of activities connected with such party's actual development of such additional property.

<u>Section 8.3</u>: <u>Easement for Erecting Signs</u>. Declarant hereby reserves for itself, its successors and assigns, a perpetual non-exclusive easement over the Common Properties for the purpose of erecting, repairing, replacing and maintaining directional, informational, street and any other signs which, in the sole opinion of the Declarant, are for the general benefit of the Property.

<u>Section 8.4</u>: <u>Transfer of Declarant Rights</u>. All of the rights of Declarant hereunder, including any special rights, and the obligations of the Declarant reserved in this Declaration or the By-Laws shall be transferred in whole to the Association as stated in Section 1.2(i) above.

<u>Section 8.5</u>: <u>Use of Common Property</u>. The Declarant, its successors and assigns, may maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of any Parcels, including, but not limited to, maintenance of business offices, signs, model units, and sales office. The Declarant, its successors and assigns, shall have an easement for access to such facilities. The Declarant, successors and assigns shall also have a right and easement over and upon all of the Common Property for the purpose of making, constructing and installing such improvements to the Common Property as it deems appropriate in its sole discretion.

<u>Section 8.6</u>: <u>Duration of Covenants</u>. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any, of Declarant for a period of twenty (20) years from the execution of this Declaration, subject to the rights reserved unto Declarant, its successors and assigns, to add additional restrictive covenants in respect to the Property subject to this Declaration and the further right to limit or amend the application of the Covenants herein continued. After the initial twenty (20) year period of duration, all said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Members substantially affected by such change of Covenants, has been recorded, agreeing to terminate said Covenants in whole or part. Should said termination of these Covenants in whole or in part be approved by a majority of the them Members substantially affected by such change of Covenants, then such termination must include provisions for the perpetual maintenance, repair, payment of taxes, and provision of insurance as to any Common Property or other real or personal property owned by the Association.

Section 8.7: Remedies in the Event of Violation or Breach. In the event of a violation or breach of any of the restrictions contained herein, the By-Laws, or any applicable rules and regulations by an Owner, its agents, successors or assigns, the Association or the Declarant shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and the prevailing party shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, Declarant or the Association shall have the right, but not the obligation, to enter the Property where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days' written notice of such violation, it shall not have been corrected by the Owner. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

Section 8.8: Severability and Rule Against Perpetuities. The invalidation by any court of any of these Covenants shall in no way affect any of the other Covenants, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provisions shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of Charles, Prince of Wales, and the last survivor of his now living descendants.

Section 8.9: Modifications and Additions. Declarant may include in any contract or deed hereafter made, modifications and/or additions to the restrictions and provisions herein, with such modifications and/or additions being made applicable by reference to conveyances of land made subsequent thereto.

## ARTICLE IX
## Amendments

Section 9.1: Amendments. The Declarant shall have the sole and exclusive right to amend at any time and from time to time this Declaration, or any portion thereof, for any purpose deemed appropriate by Declarant for so long as Declarant is record owner of any portion of the Property. Any such amendment must be timely recorded in the Office of the Register of Deeds for Beaufort County, South Carolina and shall be effective upon the recording thereof.

Following the Declarant's conveyance of all portions of the Property to Owners, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to the vote of the Members and shall be deemed approved if two-thirds (2/3) of the votes cast by such Members are in favor of the amendment. If the proposed amendment is so approved, the two Members casting the votes in favor of the amendment shall execute the same on behalf of the Association, which said amendment shall attest to the fact that the amendment was duly approved by the provisions hereof at a meeting called for such purpose, and shall be thereafter be timely recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

## ARTICLE X
## Notice

Section 10.1: How Notice Given. Unless otherwise specifically provided by law, whenever notice is required or permitted under this Declaration, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charged prepaid either: (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery; or (ii) if within the United States, by First Class or Priority United States mail, in which case notice shall be deemed to occur four (4) calendar days after date of postmark; (iii) by any dependable delivery service that provides evidence of delivery; or (iv) any other procedure that would constitute a valid notice for service purposes. Notices by other methods, such as facsimile or email transmission, shall be valid if the recipient thereof acknowledges receipt in writing.

Section 10.2: Notice to Owners. All notices to any Owner shall be delivered or sent to such addresses as has been designated in writing to the Association, or if no address has been so designated, at the address shown on the Beaufort County Tax Assessor's records for the real property owned by such Owner.

Section 10.3: Notice of Address or Ownership Change. It shall be the obligation of every Owner to immediately notify the Declarant in writing of any change of address of such Owner.

## ARTICLE XI
## Enforcement, Severability and Interpretation

Section 11.1: Who May Enforce Generally. In the event a violation or breach of any of these Covenants by any Owner should occur, the Declarant or, as applicable, the Association, or any other Owner, or any of them jointly or severally, shall have to right (but not the duty or obligation) to proceed at law or in equity to compel compliance with the terms hereof, the By-Laws, or any applicable rules and regulations, or to prevent their violation or breach.

Section 11.2: Enforcement. The Declarant, the Association, or an Owner shall have the right (but not the duty or obligation) to proceed at law or in equity to compel compliance to the terms hereof, the By-Laws, or any applicable rules and regulations, or to prevent the violation or breach in any event. No failure to exercise or enforce and no delay in exercising or enforcing any right, power or privilege shall operate as a waiver thereof; nor shall any single or partial exercise and any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The prevailing party shall be entitled to recover in full its direct and indirect costs, including, but not limited to, legal fees incurred in maintaining compliance with these Covenants, the By-Laws, or applicable rules and regulations.

Section 11.3: Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by these Covenants, the By-Laws, and any applicable rules and regulations shall run with the Property and shall be enforceable against any Person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent these Covenants, the By-Laws, or any rules and regulations; provided, however, before any action, suit or proceeding is instituted, the Person instituting same shall, as a condition precedent to such institution, give written notice of such action, suit or proceeding and shall set forth in such notice with reasonable particularity the alleged breach or violation the gravamen of such action, suit or proceeding and the action which, if taken, will be sufficient to cure such breach or violation.

Section 11.4: Means of Enforcement. Enforcement of these Covenants, the By-Laws, an any rules and regulations shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 11.5: Severability. Should any Covenant or restriction herein contained, or any Article, Section, paragraph, sentence, clause, phrase, or term in this Declaration, the By-Laws, and any rules and regulations be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of a court or other tribunal of competent jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.

Section 11.6: Interpretation. In all cases, the provisions of this Declaration, the By-Laws, and rules and regulations shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property as stated in the Development Agreement and which will carry out the intent of the Declarant as expressed in the recitals of these Covenants, and which will preserve the Property as a situs for an attractive, well maintained, privately-governed mixed-use development. Contrary to the restrictive common law of construction, these Covenants shall be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Owners who take subject to these Covenants covenant and agree and are hereby estopped to deny, that any reserved right or function of the Declarant, and any other covenant condition, restriction, or obligation within these Covenants is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any law, regulation, or ordinance of any governmental body, entity, or authority, of competent jurisdiction, which requires a less restricted use of the Property.

Section 11.7: Gender, Tense, and Number. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

Section 11.8: No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

Section 11.9: Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

Section 11.10: No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARATION PURSUANT TO THESE COVENANTS SHALL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY POWER.

*[Balance of page intentionally blank. Signatures on following page(s)].*

IN WITNESS WHEREOF, the Declarant has executed this Agreement on the day and year first above written.

**WITNESSES:**

Witness No. 1

Witness No. 2

**DECLARANT:**
Security Bank of Kansas City,
a Kansas corporation

By: Steven C. Lynn
Its: Executive Vice President

**STATE OF** Kansas )
) **ACKNOWLEDGMENT**
**COUNTY OF** Wyandotte )

The foregoing instrument was acknowledged before me by Security Bank of Kansas City, a Kansas corporation, as Declarant hereunder, by Steven C. Lynn, its Executive Vice President, this 14th day of September, 2015.

(SEAL)
Notary Public for the State of Kansas
My commission expires: 12/9/16

NOTARY PUBLIC STATE OF KANSAS | DONNA JEAN AMIS | My Appt. Exp. 12/9/16

To the extent necessary, the TH Association, by and through the Developer under the TH Declaration, as that term is defined therein, has joined in the execution hereof to evidence the assent of the same to terms of this Declaration as well as the subjugation of the real property subject to the TH Declaration to the terms of this Declaration.

IN WITNESS WHEREOF, the Developer under the TH Declaration has executed this Agreement on the day and year first above written.

**WITNESSES:**

______________________________
Witness No. 1

______________________________
Witness No. 2

**DEVELOPER UNDER TH DECLARATION:**

Security Bank of Kansas City,
a Kansas corporation

______________________________
By: Steven C. Lynn
Its: Executive Vice President

**STATE OF** Kansas )
) **ACKNOWLEDGMENT**
**COUNTY OF** Wyandotte )

The foregoing instrument was acknowledged before me by Security Bank of Kansas City, a Kansas corporation, as Developer under the TH Declaration, by Steven C. Lynn, its Executive Vice President, this 14th day of September, 2015.

______________________________ (SEAL)
Notary Public for the State of Kansas
My commission expires: 12/9/16

DONNA JEAN AMIS
My Appt. Exp. 12/9/16
STATE OF KANSAS
NOTARY PUBLIC

To the extent necessary, the SF Association, by and through the Developer under the SF Declaration, as that term is defined therein, has joined in the execution hereof to evidence the assent of the same to terms of this Declaration as well as the subjugation of the real property subject to the SF Declaration to the terms of this Declaration.

IN WITNESS WHEREOF, the Developer under the SF Declaration has executed this Agreement on the day and year first above written.

**WITNESSES:**

Linda J. Sonsthagen

Witness No. 1

[signature]

Witness No. 2

**DEVELOPER UNDER SF DECLARATION:**

Security Bank of Kansas City,
a Kansas corporation

[signature]

By: Steven C. Lynn
Its: Executive Vice President

STATE OF Kansas )
COUNTY OF Wyandotte ) **ACKNOWLEDGMENT**
)

The foregoing instrument was acknowledged before me by Security Bank of Kansas City, a Kansas corporation, as Developer under the SF Declaration, by Steven C. Lynn, its Executive Vice President, this 14th day of September, 2015.

Donna Jean Amis (SEAL)
Notary Public for the State of Kansas
My commission expires: 12/9/16

NOTARY PUBLIC STATE OF KANSAS | DONNA JEAN AMIS | My Appt. Exp. 12/9/16

**EXHIBIT "A"**

Legal Description of the Property

ALL that certain piece, parcel, or lot of land, situate, lying, and being in Beaufort County, South Carolina, being shown and designated as "NOW OF FORMERLY VERDIER PLANTATION R610-021-000-0017-0000 125.12 ACRES" on that certain plat entitled, "A PLAT OF THE VERDIER PLANTATION TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA", prepared by Boyce L. Young, SCRLS No.: 11079, Thomas & Hutton Engineering Co., dated July 18, 2002, and last revised December 16, 2002, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 90, at Page 172 (the "Parent Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parent Plat.

TMS Nos.: R613-021-000-0017-0000 (all of said property now or formerly bearing this TMS No.).

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as "PUMP STATION" on that certain plat entitled, "A PLAT OF A 0.057 ACRE PUMP STATION BEING A PORTION OF VERDIER PLANTATION TOWN OF BLUFFTON BEAUFORT COUNTY, SOUTH CAROLINA", prepared for Beaufort Jasper Water & Sewer Authority, by Thomas & Hutton Engineering Co., dated June 15, 2006, last revised July 13, 2006, and recorded July 25, 2006, in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 115, at Page 66 (the "Pump Station Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Pump Station Plat.

TMS Nos.: R613-021-000-0519-0000.

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as PARCEL 80 on that certain plat entitled, "SC 170 Widening Right Of Way Acquisition Areas", prepared for Beaufort County Engineering Dept. by Thomas & Hutton Engineering Co. dated October 29, 2010 shown and designated as **EXHIBIT A** to that certain deed to the Town of Bluffton recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3057, at Page 2109 (the "Parcel 80 Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parcel 80 Plat.

TMS Nos.: R613-021-000-0313-0000 (formerly a portion thereof).

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as PARCEL 82 on that certain plat entitled, "SC 170 Widening Right Of Way Acquisition Areas", prepared for Beaufort County Engineering Dept. by Thomas & Hutton Engineering Co. dated October 29, 2010 shown and designated as **EXHIBIT A** to that certain deed to the Town of Bluffton recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3057, at Page 2113 (the "Parcel 82 Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parcel 82 Plat.

TMS Nos.: R613-021-000-0518-0000 (formerly a portion thereof).

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as PARCEL 83 on that certain plat entitled, "SC 170 Widening Right Of Way Acquisition Areas", prepared for Beaufort County Engineering Dept. by Thomas & Hutton Engineering Co. dated October 29, 2010 shown and designated as **EXHIBIT A** to that certain deed to the Town of Bluffton recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3057, at Page 2117 (the "Parcel 83 Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parcel 83 Plat.

TMS Nos.: R613-021-000-0650-0000 (formerly a portion thereof).

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as PARCEL 84 on that certain plat entitled, "SC 170 Widening Right Of Way Acquisition Areas", prepared for Beaufort County Engineering Dept. by Thomas & Hutton Engineering Co. dated October 29, 2010 shown and designated as **EXHIBIT A** to that certain deed to the Town of Bluffton recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3057, at Page 2121 (the "Parcel 84 Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parcel 84 Plat.

TMS Nos.: R613-021-000-0649-0000 (formerly a portion thereof).

**LESS AND EXCEPT**:

ALL that certain piece, parcel, or lot of land located in the Town of Bluffton, Beaufort County, South Carolina, shown and designated as PARCEL 85 on that certain plat entitled, "SC 170

Widening Right Of Way Acquisition Areas", prepared for Beaufort County Engineering Dept. by Thomas & Hutton Engineering Co. dated October 29, 2010 shown and designated as **EXHIBIT A** to that certain deed to the Town of Bluffton recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3057, at Page 2125 (the "Parcel 85 Plat"). Said piece, parcel, and lot of land having such dimensions, size, shape, metes, and bounds as shown on said Parcel 85 Plat.

TMS Nos.: R613-021-000-0520-0000 (formerly a portion thereof).

**EXHIBIT "B"**

**BY-LAWS OF THE VILLAGE AT VERDIER PLANTATION MASTER PROPERTY OWNER'S ASSOCIATION, INC.**

**Article I**
**Name; Principal Office; and Definitions.**

1.1. Name. The name of the corporation shall be The Village at Verdier Plantation Master Property Owner's Association, Inc. (the "Association").

1.2. Principal Office. The mailing address of the initial principal office of the Association shall be the address on file with the South Carolina Secretary of State as the Association's Registered Agent.

1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants. Conditions and Restrictions for the Property Owners Association, Inc. filed in the Official Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

**Article II**
**Association Membership; Meetings; Quorum; Voting; Proxies.**

2.1. Membership. The Association shall initially have two (2) classes of membership, which is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Property or as convenient as possible and practical.

2.3. Annual Meetings. The Annual Meeting of the Association shall be held no more than one hundred twenty (120) days but not less than thirty (30) days from the end of each calendar year.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing one-third (1/3) of the total Membership.

2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, or electronically by facsimile or email, to such information each Member has designated to the Association for purposes of notice hereunder, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the Members or their proxies present at such meeting shall adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is not fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for the original meeting.

The Members represented at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies. At all meetings of the Members, Members may vote in person (if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of State of South Carolina law. Every proxy shall be in writing, dated, signed by the Member or its duly authorized attorney-in-fact, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Except as otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Parcel.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes totaling two-thirds (2/3) of the total eligible number of votes.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence, in person or by proxy, of Members representing two-thirds (2/3) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at such meetings and all transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of South Carolina. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

## Article III
## Board of Directors; Number; Powers; and Meetings.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees, or others.

3.2. Number of Directors. The number of directors shall be three (3).

3.3. Appointment and Term of Office. The Board of Directors for the SF POA and the Board of Directors of the TH POA, acting on behalf of the members in good standing of the POAs that comprise the Residential Unit, shall appoint from their collective membership one (1) director. This director shall be appointed at the annual meeting of the respective POAs and shall serve an initial term of one (1) year and each subsequent director shall serve a term of two (2) years.

The Owner(s) of the Commercial Unit, which excludes the multi-family apartment rental Parcel, shall appoint after a POA is formed to govern this Commercial Unit, one (1) director.

This director shall be elected at the annual meeting of said POA and shall serve an initial term of two (2) years and each subsequent director shall serve a term of two (2) years.

The Owner(s) of the Commercial Unit, which includes the multi-family apartment rental Parcel, shall nominate and elect from their collective membership, if said Parcel Acreage includes more than one POA, one (1) director. This director shall be elected at the annual meeting of the Association and shall serve an initial term of two (2) years and each subsequent director shall serve a term of two (2) years.

The Board of Directors shall, at its organizational meeting and immediately after the conclusion of each annual election thereafter, nominate and elect from their number one director to serve as President, one director to serve as Secretary and Vice President, and one director to serve as Treasurer. This election within the Board of Directors will be held each year.

3.4. INTENTIONALLY DELETED.

3.5. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of such Members holding a majority of the votes. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be appointed by the Members entitled to appoint the director so removed to fill the vacancy for the remainder of the term of such director.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and the applicable Member may appoint a successor to serve for the remainder of the term of such director.

3.6. INTENTIONALLY DELETED.

3.7. Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one per quarter.

3.8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) directors.

3.9. Notice; Waiver of Notice. Notice of meetings of the Board of Directors shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director in the same manner as set forth in Article X, Section 10.1 of the Declaration.

Attendance at a meeting by a director shall be deemed a waiver by such director of Notice, unless such director specifically objects to lack of proper Notice at the time said meeting is called to order.

3.10. Quorum of Board of Directors; Telephonic Participation. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration.

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, provided all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.11. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.13. INTENTIONALLY DELETED.

3. 14. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.15. Powers. The Board of Directors shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and South Carolina law.

3.16. Duties. The duties of the Board shall include, without limitation:

(a) preparation and adoption of annual budgets in which there shall be established each Member's share of the Common Expenses;

(b) assessing and collecting such assessments from the Members;

(c) providing for the operation, care, upkeep, and maintenance of the Common Property;

(d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the property of the Association in accordance with the Declaration and these By-Laws;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association;

(I) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Parcel, any Owner, and the holders of any Mortgage on a Parcel, current copies of the Declaration, these By-laws, the Articles, rules of the Association and all other books, records, and financial statements of the Association, as provided in these By-Laws;

(n) permitting utility suppliers to use portions of the Association's property, as the Board may determine necessary, in its sole discretion, to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by State of South Carolina law, the Declaration, or the Articles; and

(p) assisting in the resolution of disputes between Members and others without litigation, as set forth in the Declaration.

3.17. <u>Management</u>. The Board may retain for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or the duties set forth in subparagraphs (a), (f), (i), (n) and (o) of Section 3.16 above.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.18. <u>Accounts and Reports</u>. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting;

(c) cash accounts of the Association shall not be commingled with any other;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) financial reports shall be prepared for the Association at least quarterly containing;

(1) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(2) a statement reflecting all cash receipts and disbursements for the preceding period;

(3) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(4) a balance sheet as of the last day of the preceding period; and

(5) a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution);

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed or compiled basis, as the Board determines, by an independent public accountant;

3.19. <u>Borrowing</u>. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain the approval of Members holding at least two-thirds (2/3) of the votes represented in person or by proxy at a duly constituted meeting if the proposed borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year.

3.20. <u>Right to Contract</u>. The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, tax-exempt organizations, or other property owners or similar associations, within and outside the Property; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.21. <u>Enforcement</u>. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose monetary fines, which shall constitute a lien upon the property of the violator. In addition, the Board may suspend any services provided by the Association to a Member's or Members' property if the Member is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association.

The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

## Article IV
## Officers.

4.1. Officers. The officers of the Association shall be a President, a joint office holding the titles of both Vice President and Secretary by the same member of the Board, and Treasurer, and shall be elected from among the members of the Board.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

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

4.6. Agreements; Contracts; Deeds; Leases; Checks; Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under these By-Laws.

## Article V
## Committees.

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

## Article VI
## Miscellaneous.

6.1. Fiscal Year. The Fiscal Year is defined and shall be set as stated in Section 1.2(o) of the Declaration.

6.2. Parliamentary. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with State of South Carolina law, the Articles, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of South Carolina law, the Declaration, the Articles, and these By-Laws, the provisions of South Carolina law, the Articles, the Declaration, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder of a first Mortgage on the Property or any portion thereof, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in said Property or portion thereof, the Declaration, By-Laws, and the Articles, including any amendments, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Property as the Board shall designate. Notwithstanding the above, the Board may withhold books and records from disclosure to the extent that the withheld portion relates to any matter described in Article III of these By-Laws, including minutes of any meeting that is not required to be open to the Members. In addition, the Board shall not be required to disclose financial or other records of the Association if to do so would violate any local, state or Federal law.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents reasonably related to his or her duties as a director at the expense of the Association.

6.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be in the manner set forth in Article X, Section 10.1 of the Declaration.

6.6. Amendment.

(a) By Declarant. The Declarant shall have the sole and exclusive right to amend at any time and from time to time these By-Laws, or any portion thereof, for any purpose deemed appropriate by Declarant for so long as Declarant is record owner of any portion of the Property. Any such amendment must be timely recorded in the Office of the Register of Deeds for Beaufort County, South Carolina and shall be effective upon the recording thereof.

(b) By Association. Following the Declarant's conveyance of all portions of the Property to Owners, the procedure for amendment shall be as follows: all proposed amendments of these By-Laws shall be submitted to the Board of Directors for approval and shall be deemed approved if two-thirds (2/3) of the votes cast by such directors are in favor of the amendment. If the proposed amendment is so approved, the two parties casting the votes in favor of the amendment shall execute the same on behalf of the Board, which said amendment shall attest to the fact that the amendment was duly approved by the provisions hereof at a meeting called for such purpose, and shall be thereafter be timely recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation in the official records or the Office of the Register of Deeds for Beaufort County, South Carolina, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

*[Balance of page intentionally blank. Signatures on following page(s)].*

IN WITNESS WHEREOF, the undersigned Declarant has executed these By-Laws of The Village at Verdier Plantation Master Property Owner's Association, Inc., this 17th day of September, 2015.

WITNESSES:

Antonia Vega
Witness No. 1

Linda J. Ahnsthagen
Witness No. 2

DECLARANT:
Security Bank of Kansas City,
a Kansas corporation

By: Tommy G. Welk
Its: EVP

STATE OF KANSAS )
) ACKNOWLEDGMENT
COUNTY OF WYANDOTTE )

The foregoing By-Laws was acknowledged before me by Security Bank of Kansas City, a Kansas corporation, as Developer and Declarant under the Declaration, by Steven C. Lynn, its Executive Vice President, this 17th day of September, 2015.

Sandy Loftis (SEAL)
Notary Public for the State of Kansas
My Commission Expires: 11-17-18

SANDY LOFTIS
Notary Public - State of Kansas
My Appt. Exp. 11-17-18

**EXHIBIT "C"**

Portion of the Commercial Unit Subject to Design Review Approval of SF Association

ALL those certain pieces, parcels, and lots of land situate, lying, and being in the Town of Bluffton, County of Beaufort, State of South Carolina, being shown and described as "COMMERCIAL PARCEL 10.67 ACRES SOUTH OF VERDIER PLANTATION ROAD (SEE ACREAGE SCHEDULE", "COMMERCIAL PARCEL 8.98 ACRES NORTH OF VERDIER PLANTATION ROAD (SEE ACREAGE SCHEDULE)", and "OUTPARCEL 1.25 ACRES" on that certain plat entitled, "MINOR SUBDIVISION OF VERDIER PLANTATION TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA, PREPARED FOR: THE VILLAGE DEVELOPMENT COMPANY", prepared by Boyce L. Young, SCRLS No.: 11079, of Thomas & Hutton Engineering Co., dated August 14, 2007, and recorded August 23, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 121, at Page 92 (the "Entry Plat"). Said pieces, parcels, and lots of land having such dimensions, size, shape, metes, and bounds as shown on said Entry Plat.

TMS Nos.: R610-021-000-0649-0000;
R610-021-000-0650-0000; and
R610-021-000-0652-0000.

**AND ALSO,**

ALL those certain pieces, parcels, and lots of land situate, lying, and being in the Town of Bluffton, County of Beaufort, State of South Carolina, being shown and described as "AMENITY AREA ACCESS EASEMENT 12,280 S.F. 0.282 AC." and "AMENITY AREA 91,459 S.F. 2.100 AC." on that certain plat entitled, "A PLAT OF THE VERDIER PLANTATION AMENITY AREA BEING A PORTION OF VERDIER PLANTATION PHASE 1", prepared by Boyce L. Young, SCRLS No.: 11079, of Thomas & Hutton Engineering Co., dated February 16, 2006, last revised July 13, 2006, and recorded July 25, 2006, in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 115, at Page 61 (the "Amenity Plat"). Said pieces, parcels, and lots of land having such dimensions, size, shape, metes, and bounds as shown on said Amenity Plat.

TMS Nos.: R610-021-000-0424-0000; and
R610-021-000-0425-0000.