

Baker's Landing

Baker's Landing I & II covenants are effective on properties located on the following streets:

Baker's Landing Drive: All
Mansfield Boulevard: 6001 and above
River Oak Lane: 105
Wharf Landing Court: All

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 1054, Pages 229 - 248
Baker's Landing Association By-Laws: Volume 1054, Pages 249 - 258

Plat: H 399
Plat: I 7

Baker's Landing has its own HOA and is governed by its own set of By-Laws. There are additional amendments, modifications, setback variances, dock rules and other pertinent documents which can be obtained from the Baker's Landing HOA.

DISCLAIMER: These Restrictive Covenants and Easements were either copied or transcribed from the originals and are provided strictly for informational purposes only. The author makes no claims as to their accuracy. They also do not contain every Amendment, Deviation, Lot Line Adjustment or Waiver on record.

If a completely accurate document is required, please contact the Baker's Landing HOA, your attorney or the Registrar of Deeds for Dorchester County.

Surveying, Inc., dated August 4, 1992, and last revised October 5, 1992 in Cabinet I, Slide 3, in the RMC Office for Dorchester County as to Lots 1-28 in Section B, Baker's Landing Subdivision.

2. Residential Use of Property. All lots shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. No accessory structures may be built upon a lot until the main dwelling has been completed unless the construction of an accessory structure is done at the same time as construction of the main dwelling.

3. Setbacks and Building Lines. No building shall be located on any lot nearer to the front lot line than twenty-five (25') feet, or nearer to a side lot line than ten (10') feet, or nearer to a rear lot line than thirty (30") feet, except Lots 1 - 9 in Section A and Lots 3-21 in Section B must be set back sixty (60') feet from the South Carolina Coastal Critical Line. Setback provisions herein prescribed, may be altered by the Declarant whenever, in his sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. In all events, all setback lines must comply with all Dorchester County Regulations.

a. The following additional provisions concerning setbacks shall apply:

(i) Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are

meant to avoid overcrowding. It is the Declarant's intent that setbacks shall be staggered where appropriate so as to preserve important trees.

(ii) Swimming Pools. Swimming pools shall not be nearer than fifteen (15") feet to any lot line, must be located to the rear of the main dwelling, and shall not project with their coping more than two (2') feet above the established lot grade.

(iii) Walls and Fences. Boundary walls and fences may be erected so long as they are located to the rear of the front of the house and only on the side and rear boundary lines but not higher than six (6') feet in height. Such fences must be of wood, masonry or other materials as approved by the Architectural Control Committee. No chain link fences shall be permitted.

(iv) Minor Deviations. Any deviations from the building line requirements set forth herein, not in excess of 10% thereof, shall not be construed to be a violation of said building lines requirements.

(v) Subdivision of Lots. No lot or lots may be subdivided except in the case of a vacant lot the same may be divided in any manner between the owners of the lots abutting each side of same provided the effect is to increase the size of the abutting lots. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of

the two instances cited above, the building line requirements as provided herein, shall apply to such lots combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot. Should the owner or owners of any lots or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, that may be done only with the consent of the Homeowners' Association. No lots may be combined with a lot to the rear or with a lot not subject to these restrictions unless approved by the Declarant.

(vi) Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets. The side line setback on the street sideline shall be twenty (20') feet.

(vii) Patios, Eaves, and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, patios, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure.

(viii) Exteriors. No dwelling shall be erected in the subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designated in a manner acceptable to the

Declarant. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other accessory structures and shall be architecturally compatible with the residence.

4. Dwelling Area Requirements. The heated and living areas of the main dwelling, exclusive of open porches, garages, carports and breezeways, shall contain not less than the square footage set forth below:

<u>SECTION A</u>	
Lots 1-9 and 14	2,000 SQ. FT.
Lots 10-13	1,800 SQ. FT.
<u>SECTION B</u>	
Lots 3-11	2,500 SQ. FT.
Lots 1-2; 12-19; 24-27	2,000 SQ. FT.
Lots 20-23 and 28	1,800 SQ. FT.

5. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamity, unless otherwise extended by the Declarant.

6. Obstructions to View at Intersections. The lower branches of trees or other vegetation in sight line approach to any street or street intersections shall not be permitted to obstruct the view of same.

7. Temporary Buildings and Similar Structures. No structure of any temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, recreational camper vehicle,

shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided this paragraph shall not be construed to prevent the use of sheds or other temporary structures during periods of construction on any lots. No metal buildings shall be allowed as accessory buildings.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot, except household pets of the owners or occupants of the dwelling house thereon. No dog shall be allowed if its barking is a nuisance to the neighborhood.

9. Signs. No signs shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2' x 3' in size. No more than one (1) sign shall be displayed on one lot. All signs shall be professionally made. This paragraph does not apply to model homes as set forth in Paragraph 23.

10. Antenna. No radio or television transmission towers or antenna shall be permitted on any lot except for the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line of any house. Satellite dishes are prohibited.

11. Mobile Homes, Trailer, Trucks, School Buses, Boat Trailers and Motorcycles: No house trailer or mobile home shall be occupied or stored on any lot. Other habitable mobile vehicles, motor homes, camper trailers, school buses, trucks (other than pickups), or other commercial vehicles, motorcycles, boats or

trailers shall not be kept, stored or parked overnight, either on any street or any lot, except within enclosed garages or the rear of a permanent dwelling which is enclosed with a solid wood or masonry fence. For dwellings built upon pilings with storage and/or parking areas located underneath the dwelling, the Architectural Control Committee may permit the storage of boats and other vehicles underneath the dwelling so long as there is screening as approved by the Architectural Control Committee.

12. Prohibition of Commercial Use. No trade or business of any kind or character not the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted upon any lot.

13. Unsightly Materials. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles (vehicle not bearing a current standard license plate or in a state of disrepair) or similar unsightly items shall be allowed to remain on any lot. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or private garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unsightly growth, then the Declarant, or his successor, may enter upon such property five days after posting a notice thereon requesting the owner to observe this paragraph and upon entry, remove all such unsightly items or growth at the owner's cost. No

such entry shall be deemed a trespass. Declarant's notice shall be sufficient, if it states in substance: "Please remove this unsightly item or growth (Described here) within five days or Declarant shall do so at your expense. You are violating the Restrictions."

14. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

15. Mail and Delivery Boxes. All mail and delivery boxes shall be uniform in location, color, size, design lettering and all other particulars and shall be approved by the Declarant prior to installation. Declarant may designate the supplier of approved mail and delivery boxes. Lot owners will be responsible for the cost of the mail and delivery boxes.

16. Easements. An easement on each lot is hereby reserved by the Declarant for himself and his successors and assigns along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each front, side and rear lot line in addition to such other easements as may appear on the plat hereinbefore referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or

maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Declarant reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in his sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of Declarant, provided however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from the Declarant. The Declarant reserves unto himself, his heirs and assigns, an easement and right of ingress and egress over, upon, across and under each lot for the erection, installation, and maintenance of a drainage system, electrical equipment, telephone equipment, gas, sewer and water lines, other public utilities, and for the erection of privately owned cable television equipment. The Declarant shall retain this easement and right of ingress and egress only until such time as these utilities are installed.

17. Damaged Buildings. Should any dwelling or outbuilding be destroyed in whole or in part by fire, windstorm, or any other

cause or act of God, all debris must be removed and the lot restored to a slightly natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than forty-five (45) days.

18. Paving and Parking. All driveways, turn around spaces, and areas normally used for parking automotive vehicles must be suitably paved. No vehicles may be parked in any street right-of-way or in the grassed area of the yard or on any common areas or community lots.

19. Garbage Receptacles. Garbage cans and similar receptacles will be kept away from public view and shall only be placed on the streets on garbage pickup days. Cans and receptacles shall be removed immediately after garbage pickup. All garbage cans and receptacles shall be mounted on portable platforms to facilitate removal.

20. Screening of Utility Boxes. All electric transformers, telephone boxes or pedestals, and cable television boxes or pedestals installed on any lot shall be screened by the lot owner by the installation of appropriate landscaping or shrubbery.

21. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots subject to this Declaration. No auto repairs shall be allowed other than tuneups and oil changes on personal vehicles.

22. Clothes Lines. No outdoor clothes lines shall be permitted in any yard.

23. Use for Model Houses. Declarant, during such time as he shall continue to be the owner of any lot subject to these Restrictions, may use said lot for the purpose of building thereon a model house or model houses for the purpose of exhibiting the same to the public with appropriate signs and Declarant shall be entitled to invite public inspection of said model house or houses and such use of said model house or houses for display purposes, shall not be construed as a violation of the residential and sign provisions of these restrictions. Declarant shall have the right to grant this right to contractors who are constructing homes in the subdivision.

24. Annual Assessment for Maintenance Fund. Declarant has established or shall establish a South Carolina not for profit corporation to be known as the Baker's Landing Homeowners' Association, Inc. (hereinafter referred to as the "Homeowners' Association"). The purpose of the Homeowners' Association shall be for the maintenance of common areas and other purposes, including but not limited to, maintenance of the entrance sign, any public areas, any community docks, any recreational land leading to a community dock and any easements leading to a community dock and to enforce these restrictions, as well as, to provide landscaping and fences with regard to the access easements or providing access to a community dock with lighting and watering of the entranceway easements. So long as Declarant continues to own at least twenty-

five (25%) percent of the lots in Baker's Landing, all members of the Board of Directors of the Homeowners' Association shall be appointed by Declarant. Declarant shall also have the option to relinquish this right of appointment at any earlier time. The assessments as to lots in each section shall commence at the time Declarant conveys the first lot in the section and will be prorated through the remainder of the year 1992. Each owner of a lot, including Declarant, within Baker's Landing is subject to these restrictions and is deemed to covenant and agree to pay to the Homeowners' Association the annual assessment for the continuation of a Maintenance Fund in the amounts hereinafter set forth. The sums so received shall be used to provide for the maintenance, landscaping and beautification of the common area. Further, said sums may be used for the enforcement of these restrictions on behalf of the Homeowners' Association. The administration of this Maintenance Fund shall be vested with the Board of Directors of the Homeowners' Association, according to its By-Laws a copy of which are attached hereto as Exhibit "A".

This Assessment shall not apply to any lot, the title to which is vested in the Secretary of Housing and Urban Development or the Administrator of Veteran's Affairs or any other Federal or State governmental agency or body which acquires title by reason of such agency's guaranty or insurance of a foreclosed mortgage or loan, provided, however, that upon the resale of such property by such agency, the assessment herein provided shall again commence and accrue and shall be fully applicable to such lot upon the

conveyance by such agency. The owner/owners of each lot subject to these restrictions shall pay to the Homeowners' Association, the sum of One Hundred Fifty (\$150.00) Dollars per year as the initial annual assessment for the Maintenance Fund. Thereafter, the assessments can be increased at either an annual or special meeting by a majority vote of the members of the Association with each member having one vote for each lot owned. Such payment is due on January 1st of each year and shall be delinquent sixty (60) days after such date and subject to a late charge of Twenty-Five (\$25.00) Dollars together with interest at the rate of eighteen (18%) percent per annum from the date it becomes delinquent. It shall be the right and responsibility of the Homeowners' Association to proceed legally against any lot owner for the collection of any delinquent assessments.

The assessment shall be a charge on the land and shall be a continuing lien upon the lot against which the assessment is made which lien shall be enforceable in accordance with the Articles of Incorporation and By-Laws of the Homeowners' Association. The assessment shall also be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due and shall pass to successors in title. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu

thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer.

25. Street Lighting. Each lot owner will be assessed a proportionate monthly service charge for street lighting as prescribed by the South Carolina Public Service Commission.

26. Special Restrictions as to Lots. Lot 14, Section A and Lot 27, Section B, are subject to a 25' landscape and sign easement as more fully shown on the recorded plat. The Homeowners' Association shall have the right to enter upon the easement area to landscape and maintain the entrance signs placed thereon.

Lots 3 - 13, Section B are subject to a special ordinance passed by Dorchester County known as the Transitional Overlay District (TOD) (Ordinance 91-19 as amended 91-09) and owners of these lots will comply with such ordinance and any amendments and modifications thereto as may be passed by Dorchester County.

Lots 3 and 4, Section B, and Lots 10 and 11, Section B, will be conveyed subject to a requirement that the adjoining Lot Owner share equally the cost of the construction and the joint use and maintenance of the dock located between Lots 3 and 4, Section B and as between Lots 10 and 11, Section B, respectively. Any alterations to a joint use dock must be agreed to by both Lot Owners.

Lots 3 and 4, Section A, are to be conveyed subject to an easement leading to a community dock and the rights of the members of the Homeowners' Association to use the easement and to use the community dock.

Lots 9 and 10, Section B, are adjacent to a parcel of land which leads to a community dock and are subject to the rights of the members of the Homeowners' Association to use the adjoining parcel for ingress/egress to the community dock.

Lots 1-9, Section A, and Lots 3-11, Section B, are subject to a restriction that within a 50' setback from the South Carolina Coastal Critical Line that no trees greater than six (6) inches DBA shall be cut unless approved, in writing, by the Declarant. This requirement is in addition to any requirements imposed upon any of the lots within the TOD.

27. Approval of Plans by Declarant. During the development phase of the lots described in Paragraph 1, no construction, alteration or addition to any structure, building, shed, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of Declarant as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a site plan, one complete set of building plans and specifications and landscaping plans, must be submitted to Declarant at its place of business which on the date of execution hereof, is 126 Meeting Street, Charleston, S. C. 29401. Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Declarant shall be entitled to stop any construction in violation of these restrictions so long as Declarant owns any lot within the development known as Baker's Landing and shown on the Plats hereinabove referred to.

28. Homeowners' Architectural Review Committee. After the initial construction and occupancy of a residence on any lot any reconstruction, remodeling, alteration or any addition to any structure, shed, fence, wall, road, drive, path or improvement of any nature shall not be commenced without obtaining a prior written approval of the architectural review committee of the Homeowners' Association, as to location, plans and specifications. Authority for review and approval of plans is hereby vested in the Architectural Review Committee of the Homeowners' Association. Such committee shall be elected by the members of the Homeowners' Association, and shall consist of no less than three or more than seven members, all of whom shall be property owners subject to these restrictions. As a prerequisite to consideration for approval and prior to beginning the contemplated work, one complete set of building plans and specifications must be submitted to the Architectural Review Committee of the Homeowners' Association. The Architectural Review Committee of the Homeowners' Association shall be entitled to stop any construction in violation of these restrictions. The Authority of the Architectural Review Committee shall not extend to any lot owned by the developer or to any lot on which a dwelling has not been first constructed and occupied.

29. Substitution For Homeowners' Association For Declarant. The authority of Declarant reserved by these covenants shall be automatically vested in the Homeowners' Association as to any lot described in Paragraph 1 of these restrictive covenants upon completion and initial occupancy of a dwelling on a lot subject to these restrictions. During the development phase of the subdivision Declarant reserves solely to itself and its successors and assigns the authority vested in the Declarant by Paragraphs 3, 16 and 30 of these restrictive covenants as to all lots save and

except those upon which residences have been completed and occupied. It is the intent of the Declarant that such authority reserved to it shall be transferred to the Homeowners' Association upon the completion of the development of the lots described in Paragraph 1 immediately following the first occupancy of a dwelling on such lots.

30. Applicability. The foregoing restrictions, conditions, and covenants are not applicable to any lands owned by the Declarant in Dorchester County or elsewhere, other than the lots as which are expressly made subject to these restrictions. Nothing herein contained shall impose upon the Declarant either directly or indirectly, or by implication or otherwise, any of the restrictions, conditions or covenants herein set forth upon any lands now owned by the Declarant or which may hereafter be acquired by the Declarant either contiguous or in close proximity to any of the aforementioned lots. It is expressly declared that the Declarant reserves to itself the right to declare or not to declare such restrictions, covenants and conditions upon such other lands as it in its sole discretion may determine.

31. Enforcement. The Declarant, any owner, or the Homeowners' Association shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants, conditions and reservations imposed by the provisions of this declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event an enforcement action is commenced under these Declarations, the prevailing party shall be entitled to all costs of such enforcement action, including reasonable attorneys fees.

32. Modification. These covenants and restrictions may be altered, modified, canceled or changed at any time by the written consent of those persons or corporations owning a majority of the lots in all phases of Baker's Landing Subdivision.

33. Modification by Declarant. The Declarant may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these covenants and restrictions which will in his judgment by their nature raise the standards of the area. The Declarant further reserves the right to make any and all modifications in these restrictions which in his sole discretion will raise the standards of the area.

34. Term and Duration. These covenants are covenants running with the land and shall be binding for a period of thirty (30) years from the date of their recording, after which time they shall automatically renew and extend themselves for successive ten (10) year periods unless they are otherwise altered, modified, canceled or changed by written consent of those persons or corporations holding a majority of the lots in all phases of Baker's Landing Subdivision.

35. Interpretation. These restrictions shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of South Carolina.

36. Pronoun Variations. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the parties may require.

37. Captions. The captions contained herein are for the purpose of convenient reference only and shall in no way affect the construction to be given any of the provisions hereof or define,

limit, or prescribe the scope or intention of these restrictions or any part thereof.

38. Costs and Fees. Should Declarant or the Homeowners' Association employ counsel to collect any past-due assessments or to enforce any of the restrictions herein by reason of the breach thereof, all costs incurred in such collection or enforcement, including a reasonable fee for such counsel, shall be paid by the owner of subject lot.

39. Severability. The provisions of this instrument shall be construed as severable, so that if any provision, condition, covenants, restriction or reservation herein shall be declared void or in violation of any applicable law the remainder shall be unaffected thereby. The provisions of this instrument, or any part hereof, may be modified, altered, or receded by a single instrument executed by the Owner or Owners of all the lots but such modification, alteration or recision shall be effective only from the date of the recording of such instrument in the Office of the Clerk of Court for Dorchester County, South Carolina.


40. Agreement Binding. These restrictions shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF, Joseph L. Tamsberg, Jr. d/b/a/ Tamsberg Properties has caused these presents to be executed this 15th day of October, 1992.


WITNESSES:



First Witness Signs Here



Joseph L. Tamsberg, Jr., d/b/a
Tamsberg Properties



Notary Signs Here

SEE BY-LAWS BAKER'S LANDING HOMEOWNERS' ASSOCIATION, INC. ATTACHED HERETO AS EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PROBATE

BOOK 1054 : 248

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Joseph L. Tamsberg, Jr., d/b/a Tamsberg Properties sign, seal and as his act and deed, deliver the within written instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

[Signature]
First Witness Signs Here

SWORN to before me this
15 day of Oct. 1992.

[Signature]
Notary Public for South Carolina
My commission expires: 4-25-93

BAKER^LA.DEC(TAMBERG)10/15/92

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 16
day of Oct. 1992
at 2:16 P. and recorded
in book 1054 page 229
JOHN G. SOUTHERLAND
REGISTER OF MESNE CONVEYANCES

EXHIBIT "A"

BY-LAWS

OF

BAKER'S LANDING HOMEOWNERS' ASSOCIATION, INC.

I. IDENTIFICATION AND DEFINITIONS

These are the By-Laws of Baker's Landing Homeowners' Association, Inc. (hereinafter called the "Association") a South Carolina non-profit corporation incorporated by Declaration and Petition of Incorporation which has been organized for the purpose of administering Baker's Landing Subdivision. Definitions used with regards to Baker's Landing Subdivision and Baker's Landing Homeowners' Association, Inc. are as follows:

1. "Lot" means any numbered Lot shown on a recorded plat comprising a single dwelling site designated on any plat or survey recorded in the Office of the Clerk of Court of Dorchester County, South Carolina, located in Baker's Landing Subdivision.

2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot specifically excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.

3. "Person" means an individual, corporation, partnership, trust or any other legal entity.

4. "Declarant" means Joseph L. Tamsberg, Jr., d/b/a Tamsberg Properties, or any successor-in-title to all or some portion of the property then subject to the Restrictions, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance.

5. "Restrictions" means the recorded Declaration of Conditions, Restrictions, Covenants and Limitations of Baker's Landing Subdivision, to which these By-Laws are attached as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Mortgage" means real estate mortgage, bill of sale to secure debt, deeds to secure debt, deed of trust and any and all other similar instruments given to secure the payment of any indebtedness.

7. "Association" shall mean and refer to Baker's Landing Homeowner's Association, Inc., its successors and assigns.

8. "The Properties" or "The Property" shall mean and refer to that certain real property described in the Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association or subject to the Restrictions.

9. "Plans", "Specifications", "Elevations", "Exterior Designs" and such like terms shall refer to and encompass the Plans, Specifications, Elevations and Designs, as well as setbacks, location, etc. contained in the Restrictions.

10. "Member" shall mean and refer to all those persons entitled to membership as provided in the Declaration.

11. "Development", "Project", "Subdivision" and "Community" shall all mean and refer to The Baker's Landing Subdivision to be developed by the Declarant.

12. "Common Areas" shall mean all real property whether owned in fee or upon which there is an easement for the benefit of the Association (including the improvements thereon) owned by the Association for the Common use and enjoyment of the Owners.

13. "Maintenance Areas" shall mean those areas to be maintained in common by the Association for the benefit of all property owners, whether or not owned by the Association.

A. The provisions of these By-Laws are applicable to said Subdivision, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Restrictions which terms and provisions of said Restrictions shall be controlling wherever the same may be in conflict herewith.

B. All present or future owners, present or future tenants, or their employees, are subject to the regulations set forth in these By-Laws and in said Restrictions.

C. The fiscal year of the Association shall be the calendar year.

II. MEMBERS MEETINGS

A. All Lots Owners shall be members of the Association.

B. The annual members meetings shall commence in 1993 and shall be held in the Charleston area at a location to be set in the notice at 7:00 p.m., on the fourth Wednesday in October and each year thereafter for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The

annual meeting shall be waived by a unanimous agreement of the members in writing.

C. Special members meetings shall be held whenever called by the president or the vice president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request by members entitled to cast one-fourth (1/4) of the votes.

D. Notice of all members meetings stating the time and place and the objects for which the meeting is called shall be given by the president or vice president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of the meeting may be waived before or after meetings.

E. A quorum at a members' meeting shall consist of persons entitled to cast twenty-five (25%) percent of the votes of the Association except as otherwise provided in the Declaration and Petition for Incorporation, the Restrictions, or these By-Laws. The acts approved by a majority of the votes of the Association at a meeting in which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration and Petition for Incorporation, the Restrictions, or these By-Laws. The joinder of a member in this action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

F. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time of the meeting or any adjournment thereof.

G. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or in proxy, may adjourn the meeting from time to time, until a quorum is present.

H. At a members meetings, the President shall preside, or in his absence, the membership shall select a chairman.

I. The order of business at the annual members meetings, and, as far as practical at all other members meetings, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes.
4. Reports of Officers
5. Reports of Committees.
6. Appointment by President or Chairman of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

III. BOARD OF DIRECTORS

A. The initial Board of Directors of the Association (hereinafter referred to as the "Board") shall consist of three (3) persons, and succeeding Boards of Directors shall consist of five (5) persons. All of the Board shall be members of the Association, or shall be authorized representatives, officers, or employees of a corporate member of the Association except for those appointed by the Declarant, who do not have to be members.

B. Election of Directors shall be conducted in the following manner:

1. Declarant shall, at the beginning of the election of the Board, designate and select that number of the members of the Board which should be entitled to designate and select in accordance with the provisions of the Declaration and Petition for Incorporation and the Restrictions. Upon such designation and selection by Declarant by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

2. All members of the Board whom Declarant shall not be entitled to designate and select under the terms and provisions of

these By-Laws, shall be elected by a plurality of the votes cast at the Annual Meeting of the Association immediately following the designation and selection of the members of the Board whom Declarant shall be entitled to designate and select.

3. Vacancies in the Board may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

4. At the first Annual Meeting of the members held after the Declarant no longer has the power, as provided herein, to select members of the Board, the term of office of the two (2) directors receiving the highest plurality of votes shall be established at two (2) years. Thereafter, as many directors of the association shall be selected at the annual meeting as there are regular terms of office of Directors expiring at such time. However, Directors shall always be elected in alternate years so that terms are staggered and there are never more than three (3) Directors elected in one (1) year, with at least two (2) Directors carried over. The term of the Directors so selected at the Annual Meeting of members each year shall be for two (2) years expiring at the second Annual Meeting following their election and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law for the removal of Directors of South Carolina corporations for profit.

5. In the election of Directors, each lot shall be entitled to one (1) vote regardless if more than one (1) person owns said lot. The persons receiving the largest number of votes shall be elected and cumulative voting is not permitted.

6. In the event that Declarant, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board, the said Declarant shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board. Replacement of any person or persons designated by Declarant to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board. The removal of any director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any officer of the Association.

C. The organization meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

D. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of a regular meeting shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

E. Special meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of a regular meeting shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Any director may waive notice of the meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration and Petition for Incorporation and the Declaration of Covenants, Conditions, Restrictions and Easements or these By-Laws.

H. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

I. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

J. The presiding officer of the directors' meetings shall be the Chairman of the Board if such officer has been elected; and, if none, then the president shall preside. In the absence of the presiding officer, the directors shall designate one of their number to preside.

K. Directors fees, if any, shall be determined by the members of the Association.

L. The undertakings and contracts authorized by the initial Board shall be binding upon the Association in the same manner as

though such undertakings and contracts had been authorized by the first board of Directors duly elected by the membership so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Declaration and Petition for Incorporation and the Restrictions and these By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by lot Owners when such is specifically required. Such powers and duties of the Board shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration and Petition for Incorporation and the Restrictions and these By-Laws:

A. To make and collect assessments against lot owners to defray costs and expenses of the Association.

B. To use the proceeds of assessments in the exercise of the powers and duties.

C. The maintenance, repair, or replacement of property in the ownership of or under the control of the Association.

D. The purchase of insurance on the Association property and insurance for the protection of the Association and its members.

E. The reconstruction of improvements, if any, after casualty loss and the further improvement of the property.

F. To make and amend reasonable regulations respecting the use of the property in the Association in the manner provided for by the Restrictions.

G. To enforce by legal means the provisions of the Declaration and Petition for Incorporation and the Restrictions.

H. To contract for the management of the Association and delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration and Petition for Incorporation and the Restrictions to have approval of the Board or the membership of the Association.

I. To employ personnel to perform the services required for proper management of the Association.

J. To foreclose any lien for unpaid assessments in the same manner as mortgages.

V. OFFICERS

A. The executive officer of the Association shall be a president, who shall be a director, a vice president, who shall be a director, and a secretary-treasurer, who shall be a director, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the secretary-treasurer. The Board shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, at his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

C. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be described by the directors.

D. The secretary-treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, and shall perform all other duties instant to the office of a secretary of an Association and as may be required by the directors or the president, shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties instant with office of treasurer.

E. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the managing of the Association.

VI. BOOKS AND RECORDS

A. No Director or officer of the Association shall be liable for acts, defaults, or neglects of any other Director or officer or member for any loss sustained by the Association of any co-owner, unless the same shall have resulted from his own willful or negligent act or omission.

B. Every Director, officer and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with or resulting from any claim, action, suit, procedure, investigation, or inquiry as to whatever nature in which he may be involved as a party or otherwise by reason of his being or having been a Director, officer or agent of the Association whether or not he continues to be such Director, Officer or agent at the time of incurring or imposition of such cost, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or neglect in the performance of his duties, in the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer or agent thereunder may conclusively rely on an opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

VIII. PARLIAMENTARY RULES

Roberts' Rules of Order, (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration and Petition for Incorporation and the Declaration of Covenants, Conditions, Restrictions and Easements, and these By-Laws.

IX. AMENDMENT

A. These By-Laws may be amended in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(2) A resolution for the adoption of the proposed amendment shall be presented to the meeting of the members.

(3) The amendment shall be approved by members owning two-thirds (2/3) of all lots in the subdivision.

B. The Amendment shall be attached to a Certificate executed by the officers of the Association, certifying that the amendment was duly adopted and shall be recorded in the RMC Office for Dorchester County, South Carolina.

X. CONFLICT

In the event of any conflicts between the provisions of the Declaration and Petition for Incorporation and the Restrictions and the provisions of these By-Laws, the provisions of the Declaration and Petition for Incorporation and the Restrictions shall control.

BAKER'S LANDING HOMEOWNERS'
ASSOCIATION, INC.

BY: 

JOSEPH L. TAMSBERG, JR.
PRESIDENT

BAK^LAND.BY (TAMSBERG) 6/24/92rr