

COUNTY OF CHARLESTON )  
 )  
STATE OF SOUTH CAROLINA )



# PGS:  
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**RESTATED AND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS APPLICABLE TO GIFT PLANTATION  
and  
RESTATED AND AMENDED  
BY-LAWS OF GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Gift Plantation, Inc., a South Carolina corporation, was the owner and developer ("Developer") of certain lands located on Johns Island, Charleston County, South Carolina, known as Gift Plantation, and created therein a neighborhood of residential homes. Developer declared certain easements, restrictions, covenants, and conditions for the purpose of protecting the value and desirability of the homes and land known as Gift Plantation. Developer did declare such covenants in the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation ("Original Declaration") and the By-Laws of Gift Plantation Homeowners Association, Inc. ("Original Bylaws") recorded March 5, 1991, in Book W200 at Page 264 with the Charleston County Register of Deeds, and declared the same shall be covenants running with the land and shall apply to all that real property described therein, and that said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others, to the covenants, restrictions, conditions and easements, as set forth therein. The Original Declaration was amended and/or supplemented by that Declaration of the Application of Restrictive Covenants for Gift Plantation Subdivision, Section 2 of Phase I, recorded December 4, 1992, in Book D221 at Page 875 ("Supplement 1"); Declaration of the Application of Restrictive Covenants recorded March 16, 1993, in Book S224 at Page 026 ("Supplement 2"); Declaration of the Application of Restrictive Covenants Phase II, Gift Plantation Subdivision, recorded November 12, 1999, in Book O337 at Page 708 ("Supplement 3"); Declaration of the Application of Restrictive Covenants (Lot 69, Phase II Gift Plantation Subdivision), recorded November 16, 1999, in Book T337 at Page 300 ("Supplement 4"); and Declaration of the Application of Restrictive Covenants, recorded November 21, 2003, in Book O476 at Page 860 ("Supplement 5") with the Charleston County Register of Deeds Office. The Original Declaration was then superseded by the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation recorded December 3, 2014, in Book 0444 at Page 095 ("Superseded Declaration") with the Charleston County Register of Deeds. The Original Bylaws were amended and/or supplemented by the Amendment to By Laws of Gift Plantation Homeowners Association, Inc. recorded April 1, 2011, in Book 0179 at Page 914, and then were superseded by the By-Laws of Gift Plantation Homeowners Association, Inc. recorded August 25, 2014, in Book 0425 at Page 167 ("Superseded Bylaws") with the Charleston County Register of Deeds. Also applicable are the following: Gift Plantation Homeowners Association Clubhouse Rental Agreement recorded January 7, 2019, in Book 0770 at Page 564; Design Standards and Construction Guidelines recorded January 7, 2019, in Book 0770 at Page 566; and General Schedule of Fines for Covenant Violations recorded January 7, 2019, in Book 0770 at Page 563 with the Charleston County Register of Deeds.

**WHEREAS**, Section 4 of Article III of the Superseded Bylaws provides “the presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent of the total vote of the Membership shall constitute a quorum for the transaction of business . . . .”

**WHEREAS**, Section 44 of the Superseded Declaration states it may be amended upon the “approval of sixty six (66%) percent of Owners . . . .”

**WHEREAS**, Section 1 of Article XI of the Superseded Bylaws states they may be amended upon the “majority of the vote present . . . being cast in favor . . .” of the same.

**WHEREAS**, the Superseded Declaration was reviewed and this Restated and Amended Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation proposed by the member committee of the Gift Plantation Homeowners Association, Inc., and approved by the Board of Directors (“Board”). At a duly called meeting, this Restated and Amended Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation and these Restated and Amended By-Laws of Gift Plantation Homeowners Association, Inc. were put to a vote of the Members/Owners. The required quorum was present and this Restated and Amended Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation and these Restated and Amended By-Laws of Gift Plantation Homeowners Association, Inc. were approved and adopted by the requisite number of Owners/Members on November 2, 2024. The vote was certified as having been duly adopted in Exhibit 1, attached hereto and incorporated herein.

**NOW COMES** the Association and sets forth this Restated and Amended Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation (herein referred to as “Declaration”) and these Restated and Amended By-Laws of Gift Plantation Homeowners Association, Inc. (herein referred to as “Bylaws”). This Declaration supersedes and replaces the Superseded Declaration (and any amendments, supplements and restatements to any of them), and these Bylaws supersede and replace the Superseded Bylaws (and any amendments, supplements and restatements to any of them), **except** that any submittal and/or subjection of real property to the Original Declaration (and any amendments, supplements, restatements and/or agreements to it) and Association, and any subdivision and/or assignment of rights by Developer to the Association in any prior declarations, supplements and/or agreements (and any amendments, supplements and restatements to any of them), including, without limitation, the Original Declaration, Supplement 1, Supplement 2, Supplement 3, Supplement 4 and Supplement 5, shall not be canceled and such submissions and submissions of real property are hereby re-stated and re-affirmed.

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**Restated and Amended  
Declaration of Covenants, Conditions, Easements and  
Restrictions Applicable to Gift Plantation**

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**ARTICLE 1**  
**PROPERTY SUBJECT TO THESE COVENANTS**

As provided in the Original Declaration, the real property subjected to this Declaration is on Johns Island, Charleston County, South Carolina and is shown on a certain plat entitled, "A CONDITIONAL PLAT OF A PORTION OF PHASE I GIFT PLANTATION OWNED BY GIFT PLANTATION, INC. LOCATED ON JOHN'S ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Mark S. Busey, Registered Land Surveyor, dated November 7, 1990, and recorded January 23, 1991 in the Register of Deeds Office for Charleston County in Plat Book CB at Pages 174-176. Said plat is incorporated herein by reference and is hereinafter called the "Plat". The residential lots shown on the Plat are numbered two (2) through four (4), and thirty-one (31) through fifty-six (56).

As provided by Supplement 1, Supplement 2, Supplement 3, Supplement 4 and Supplement 5, the additional real property submitted and subjected to this Declaration is on Johns Island, Charleston County, South Carolina, as follows:

a. Lots 7 through 10 and Lots 12 through 30 in Section 2 of Phase I of Gift Plantation Subdivision, County of Charleston, SC, shown on a plat entitled, "A CONDITIONAL PLAT OF PHASE I SECTION 2 GIFT PLANTATION OWNED BY GIFT PLANTATION, INC. LOCATED ON JOHN'S ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Mark S. Busey, Registered Land Surveyor, Southeastern Surveying, Inc. dated December 4, 1991, and last revised October 14, 1992, and recorded November 12, 1992, in Plat Book CK at Pages 83-84;

b. Lots 1 through 5 and Lots 31 through 56 in Section 1 of Phase I of Gift Plantation Subdivision, County of Charleston, SC, shown on a plat entitled, "A FINAL PLAT OF A PORTION OF PHASE I GIFT PLANTATION OWNED BY GIFT PLANTATION, INC LOCATED ON JOHN'S ISLAND CHARLESTON COUNTY SOUTH CAROLINA", prepared by Mark S. Busey, Registered Land Surveyor, Southeastern Surveying, Inc. last revised October 24, 1991, and recorded December 31, 1991, in Plat Book CF at Pages 128-130;

c. Lots 57 through 69, Phase II, Lots 71 through 114 and Lot 123, Phase II, shown on a plat entitled, "REVISED FINAL PLAT GIFT PLANTATION PHASE II OWNED BY GIFT PLANTATION, INC. LOCATED ON JOHN'S ISLAND, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA", prepared by W. Mason Lindsey, Jr., R.L.S., Lindsay Land Surveying Company, dated October 12, 1999, and recorded October 29, 1999, in Plat Book ED at Pages 566-568;

d. Lot 69, Phase II, Gift Plantation Subdivision shown on a plat entitled, "REVISED FINAL PLAT GIFT PLANTATION PHASE II OWNED BY GIFT PLANTATION, INC. LOCATED ON JOHN'S ISLAND, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA", prepared by W. Mason Lindsey, Jr., R.L.S., Lindsay Land Surveying Company, dated October 12, 1999, and recorded October 29, 1999, in Plat Book ED at Pages 566-568; and

e. lots shown as Lots 19 through 31, Phase III, on a plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF LOT 19 THROUGH LOT 31 GIFT PLANTATION PHASE III OWNED BY GIFT PLANTATION, INC. LOCATED ON JOHN'S ISLAND CHARLESTON COUNTY SOUTH CAROLINA", prepared by W. Mason Lindsey, Jr., R.L.S., Lindsay Land

Surveying Company, dated August 4, 2003, and recorded September 12, 2003, in Plat Book EG Page 617 in the Charleston County Register of Deeds Office.

**ARTICLE 2**  
**GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.**

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Gift Plantation Homeowners Association, Inc. (hereinafter referred to as the "Association") for the purpose of providing a vehicle for the orderly development, efficient administration and preservation of values of Gift Plantation. The Developer, for each lot owned by it within Gift Plantation, hereby covenants and each owner of any lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all terms, conditions and provisions of this Declaration and the Restated and Amended By-Laws of Gift Plantation Homeowners Association, Inc. ("Bylaws"), as each may be amended and/or supplemented.

Association Purposes. The Association has been organized to provide for the operation and administration of the Association's common areas, facilities and services, and the community, including maintaining the community in an attractive condition and to provide certain benefits for its Members and residents as set forth in the Declaration.

**ARTICLE 3**  
**DEFINITIONS**

"**Charges**" shall mean and include, as applicable, but without limitation, all interest, late charges, fines, expenses, collection costs, abatement costs, reasonable attorneys' and paralegal fees and court costs, and/or any other amounts provided or permitted hereunder or by law.

"**Common Area**" means all real and personal property owned and/or leased by the Association, or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and currently includes, but is not limited to, the tennis courts, swimming pool and John F. Dorr Clubhouse ("Clubhouse") and the Buffer Area (defined below).

"**Governing Documents**" shall mean the Articles of Incorporation, this Declaration, the Bylaws, General Schedule of Fines for Covenant Violations, Clubhouse Rental Agreement, Rules (defined below) and Design Standards and Construction Guidelines, as each may be amended and/or supplemented.

"**Governing Entity**" shall mean, individually and collectively, any applicable governing authority, quasi-governing entity and/or utility from whom any approvals, agreements and/or inspections must be obtained and/or whose rules, regulations, ordinances, laws, guidelines and/or orders must be complied with.

"**In Good Standing**" shall mean any person or entity who is not delinquent in the payment of any assessments or other charges owed to the Association and/or is not in violation of any Governing Document beyond the applicable cure period.

**“Lot”** shall mean any residential building lot as shown on any plat of Gift Plantation and shall include any dwelling thereon when the context requires such construction.

**“Member”** shall mean any person who is a member of the Association who is obligated by the Governing Documents to pay assessments to the Association.

**“Occupant”** shall mean any Owner and Tenant (defined below), and any guests, family members, roommates, residents, invitees or licensees of either of them; or any other person or entity who either lawfully or unlawfully occupies such Lot, or any part thereof, or is on, about or in such Lot or the Properties, or any part of either by or through any of the foregoing persons or entities for any period of time. For the purposes hereof, **“Tenant”** shall mean any person or entity under any lease of a Lot or occupying a Lot pursuant to an agreement with the Owner thereof.

**“Owner”** shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings, or any proceedings in lieu of foreclosure.

**“Properties”** and **“Gift Plantation”** shall mean that real property described herein which is submitted and subjected to this Declaration, and such additions of real property as thereafter submitted and subjected, and the neighborhood of Gift Plantation.

**“Rules”** shall mean rules, regulations, policies, standards, resolutions and/or guidelines promulgated by the Board which govern the conduct on, and use and enjoyment of, the Lots, Common Area and Properties, and the use and enjoyment of the Association or common services, including the establishment of sanctions, penalties, fines and/or the suspensions of rights for infractions thereof (collectively such sanctions, penalties, fines and/or suspensions may be referred as “Sanctions”).

#### **ARTICLE 4 COMMON AREA**

**4.1 General.** Every Owner shall have a right and easement of common use and enjoyment to the Common Area, including, without limitation, the Clubhouse, swimming pool, picnic areas, tennis courts, ponds, community dock and islands which shall be appurtenant to and shall pass with the title to every Lot, subject to the following: any provisions which restrict or limit such use and enjoyment in the Governing Documents; the right of the Association to limit the use, charge a fee, to promulgate rules and regulations regarding the use and/or conduct thereon, and to establish penalties for the infraction of such rules and regulations and the Governing Documents; the right of the Association to suspend voting rights and/or the use of the Common Area; and the right of the Association to dedicate, sell, transfer and/or mortgage all or any part thereof. Guests may use the Common Area only when accompanied by an Owner or Occupant. Any and all persons shall be personally liable for any damages or losses on or to any Common Area; provided, however, in addition to any other rights or remedies the Association may have against an Owner, Lot and Occupant for the same, for any damages or losses by an Occupant, such Owner and Lot shall be responsible as if the Owner committed the damage or loss.



**4.2 Lakes/Ponds.** The ponds, previously referred to as lakes, of Gift Plantation are not designed for swimming or bathing purposes, and the same is prohibited. No docks, landing or other structures may be located in any pond without the prior written consent of the ARC. Boats of sixteen (16) feet or less in length are permitted within the pond, providing they are powered solely by a single electric motor. No internal combustion engines may be operated on any pond. Manually propelled boats, i.e. by oars, paddles or sculling are also permitted. Fishing is permitted within the pond in strict compliance with the requirements of the Governing Entity. No water, via pipes or hoses, may be withdrawn from the ponds except by the Association itself for purposes of watering a Common Area. Access to and ingress/egress for the pond in Gift Plantation shall be strictly limited to and through a Common Area. Ingress/egress to any pond over privately owned property is strictly prohibited.

**4.3 Buffer Area (Chisolm Road, S.C. S-10-54).** A natural buffer area shall exist parallel to the right-of-way of Chisolm Road (S.C. S-10-54), as shown on the Plat, ("Buffer Area"). The Buffer Area is Common Area, but shall not at any time be used for ingress and/or egress to or from any Lot or any other place, nor shall the same be used informally as a shortcut. The Buffer Area shall remain in its natural state and may not be cleared, or otherwise utilized by adjacent Lot Owners or any other person or entity, except by the Association.

**4.4 Conveyance of Common Areas.** The Developer did covenant that the Amenity Center, also known as the Clubhouse, ponds, marshes, wetlands, buffer and other common areas as shown on the Plat to the Association for nominal consideration at such time as the Developer shall have conveyed the majority of the Lots as shown on the Plat.

## **ARTICLE 5** **EASEMENTS**

In addition to those easements shown on the plats for the Properties, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer, for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back property line of each Lot and along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side Lot line. 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 Lot. Within these easements, no structures, 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 such Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any Lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. All easements are in the sole control of the Association automatically five (5) years from the date hereof or when eighty percent (80%) of the Lots in the Properties are sold by the Developer, whichever event occurs first in time. Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and conditions of use of the easements of each Lot. Such agreement shall, upon execution, be filed with the Register of Deeds for Charleston County and shall without

the necessity of further action, constitute an amendment of these covenants by the Developer and become a part of these covenants as if set out in full herein, and where the terms of this section and such agreement conflict, the terms of the agreement shall control.

## **ARTICLE 6** **STREET LIGHTING**

Owners and Lots shall be obligated to pay a charge for the operation and maintenance of the Gift Plantation street lights, which charge shall be paid either directly to the Governing Entity, or indirectly through the annual assessments, as determined by the Board in its sole discretion and from time to time.

## **ARTICLE 7** **ASSESSMENTS AND CHARGES**

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in the deed or other conveyance, shall be deemed to covenant and agree to be a Member of the Association and to pay to the Association: annual assessments, special assessments, and individual assessments, fines or fees, as applicable. All assessments, together with all applicable Charges, shall be a charge and continuing lien upon the Lot against which each such assessment is made, and the personal obligation of the person or entity who was the Owner at the time such assessment was levied.

a. Annual assessments for the maintenance and operation of the Common Areas and the Association, including reasonable reserves, shall be based on the budget prepared by the Board and approved by Members at the annual meeting. The Board shall provide the budget for the next fiscal year to the Members not less than ten (10) days and not more than thirty (30) days prior to the annual meeting. The Board shall determine, from time to time and in its sole discretion, the terms of payment of annual assessments, including, without limitation, due dates, lump sum or installment payments. As of the recording hereof, annual assessments are due on January 1<sup>st</sup> of each year.

b. Special assessments may be proposed by the Board to the Members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement and/or maintenance of capital improvements, other major projects or other emergencies. Unlike annual assessments, special assessments may be assessed over multiple years, and any special assessment must specify the period of duration and detail the terms of payment. Any special assessment must be approved by the Members.

c. Annual and special assessments shall be fixed at a uniform rate for all Lots (whether improved or unimproved).

d. Individual assessments, fines or fees may be levied by the Board against an Owner and/or Lot resulting from an Owner or Occupant's use, maintenance or treatment of any Common Area or a violation of the Governing Documents, including, without limitation, abatement costs. The Board shall determine, in its sole discretion, the manner of payment and sum.

e. Any assessment or charge not paid within thirty (30) days after the due date shall be delinquent, may incur a monthly late charge, shall bear interest from the due date until paid in full at ten percent (10%) per annum, or the maximum permitted by law, whichever is greater. The monthly late charge may be determined by the Board, in its sole discretion from time to time. The Board may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot in like manner as a mortgage of real property. The Association will have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same. Delinquent Owners shall be responsible for all Charges, whether or not any action is commenced. The Charges may be added to the assessment, shall be deemed a lien against the Lot and the personal obligation of the Owner, and shall be collectible in the same manner as an assessment. An Owner shall remain personally liable for all assessments and Charges which accrue prior to a sale, transfer or other conveyance of his Lot and shall not pass to the successor in title unless expressly assumed by them; provided, however, the unpaid assessment shall continue to be a lien upon the Lot being conveyed, whether or not a notice of lien has been recorded with the Register of Deeds. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## **ARTICLE 8**

### **ARCHITECTURAL REVIEW COMMITTEE AND CONTROL**

The Architectural Review Committee ("ARC") shall consist of three (3) or more members appointed by and serving at the pleasure of the Board, and who shall be In Good Standing at all times. Alternatively, as reasonably determined by the Board to be necessary or prudent, in its sole discretion and from time to time, the Board may assume and perform the functions of the ARC. The ARC is charged with reviewing, approving (with or without conditions) or rejecting Changes (defined below), and other functions as may be set forth in this Declaration and the Governing Documents.

No new construction, reconstruction, remodeling, alteration, modification or addition to the Lot, to any dock or to the exterior of any part of the Lot, including, without limitation, to any elevation, structure, dwelling, fence, wall, drive or exterior improvements of any nature (including, without limitation, landscaping, hardscaping, change in elevation, exterior lighting, staining or painting) (collectively the foregoing referred to as the "Changes") shall be commenced, erected, installed or maintained without first obtaining the written approval of the ARC. An Owner shall submit an application to the ARC, which shall include, without limitation, location, specifications, plans and such other information and materials as may be requested by the ARC. The ARC shall have the right to (a) approve, (b) approve with conditions or (c) deny any application based on any ground, including purely aesthetic grounds, and shall issue its decision to the applicant within thirty (30) days of its receipt of the full and complete application (including any information and materials reasonably requested by the ARC) ("ARC 1<sup>st</sup> Time"), unless the ARC notifies the applicant in writing that it is extending such deadline for a good cause. In the event that the ARC fails to act on the application within such ARC 1<sup>st</sup> Time, or as the same may have been extended, the applicant may notify the Board in writing of such lack of ARC response and either the Board or the ARC shall render a decision within thirty (30) days of the Board's receipt of such applicant notice ("ARC 2<sup>nd</sup> Time"), unless the Board or the ARC notifies the applicant in writing that it is extending such deadline for a good cause. If after the expiration of such ARC 2<sup>nd</sup> Time, or as the same may have been extended, the applicant has not received a decision, the application shall then be deemed approved. ARC approval, with or without conditions, shall be valid for one (1) year

and the Change must be commenced within such time. Construction and work shall be commenced and prosecuted to completion in strict conformity with the approval or approval with conditions and the Governing Documents. No previously approved or conditionally approved structure or work shall be used for any purpose other than for which it was originally approved. In addition to the ARC approval set forth in this Article, an Owner is at all times responsible for obtaining such permits and approvals as may be required by any Governing Entity and for compliance with all applicable governing codes, laws, rules, regulations and orders. All docks are additionally subject to and must be in conformance with the Gift Plantation Dock Master Plan dated January 18, 1996, as may be amended. All ARC denials shall be reviewed by the Board (unless the denied Owner notifies the Board in writing that it accepts the denial and waives such Board review), and an Owner shall have the right to appeal an approval with conditions to the Board, which appeal must be in writing and must be submitted to the Board within (14) days of the issuance of such approval with conditions. The Board will review and consider such denials and appeals at its next regularly scheduled meeting, or as may be determined by the Board, in its sole discretion, and the applicable Owner shall have a reasonable opportunity to be heard. The Board may from time to time establish rules of conduct for such a hearing, which may include, without limitation, limits on time, witnesses and the number of participants who may be present. The minutes of the meeting shall contain a written statement of the results of the hearing, or alternatively, in the Board sole discretion, the Board shall issue a decision thereon in writing to the Owner. The Board's decision on such review of a denial or appeal shall be final. The notice requirement, if any, shall be deemed satisfied if an Owner submits an appeal or appears at the hearing. The ARC shall keep a record of approved requests, and a monthly list of approvals shall be emailed to all members of Gift Plantation HOA. Actions and approvals of the ARC, and contested actions and approvals that are not overturned on appeal by the Board shall be permanent and may not be revoked or reversed or superseded by a change in the future guidelines.

**ARTICLE 9**  
**MAINTENANCE REQUIRED BY OWNER**

Each Owner shall keep his Lot, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate external care of the dwelling, structures, fences and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding six (6") inches on any Lot at any time. Such good order and repair for Lots shall specifically include the same for all easements on each Lot.

**ARTICLE 10**  
**PROPERTY AND USE RESTRICTIONS**

The Board shall have the discretion and authority to grant exceptions to these Property and Use Restrictions set forth below on a limited and temporary basis for reasons of extenuating or exceptional circumstances.

**10.1 Setbacks and Improvements.** All setbacks will comply with the zoning and building ordinances for Charleston County or other Governing Entity. No house, structure of any

type or any other improvement shall be constructed, erected, installed or located on any Lot without the prior written approval of the ARC.

**10.2 Enclosed Dwelling Area and Garage Requirements.** No residence or dwelling shall be erected on any Lot unless said residence be constructed with (a) a minimum of two thousand (2,000) square feet of total enclosed dwelling area and (b) at least a double car garage with a door or doors. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, finished rooms over garages, terraces, decks, porches, patios, balconies, breezeways, etc. Garage entrances that face the street, detached garages and pool houses may be authorized by the ARC.

**10.3 Exteriors.** No dwelling or other structure shall be erected in Gift Plantation having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed and finished in a manner acceptable to the ARC.

**10.4 Corner Lots.** On all corner Lots, the front line of any corner line shall be construed as the shorter of the two property lines along the intersecting streets. The dwelling should be situated diagonally on a corner Lot with specific approval by the ARC as to precise location. Exceptions to this general rule may only be granted by the ARC on the basis of topography, the desire to save significant trees or the non-feasibility of the home to be constructed fitting on such corner Lot.

**10.5 Completion of Construction and Work.** All new houses must be substantially completed within twelve (12) months after the date of the construction of same shall have commenced, unless otherwise extended in writing by the ARC where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, natural calamity or other extraordinary reason. This requirement does not preclude a builder of speculative homes from leaving floors, countertops or other interior detail unfinished until sold. All landscaping shall be completed within six (6) months of the completion of the residence. Except for the foregoing new construction, any other Changes must be completed within the time frame set forth in the approval or approval with conditions, unless extended by the ARC for good cause shown. No materials shall be stored or allowed to accumulate on any Lot, except building materials kept only as necessary for the work and in a neat and orderly manner, during the course of construction or Changes. During the course of construction or Changes, Lots are to be kept free of unsightly accumulation of rubbish and scrap materials, and which shall not be allowed to blow in the wind. Trailers, sheds and the like for the construction or Changes are to be kept in a neat and orderly manner. Owners and builders are responsible for keeping public rights of way clean and free of debris and dirt.

**10.6 Subdivision/Combination of Lots.** No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot. The same may be divided in any percentage between the Owners of the Lots abutting each side of same. Also, two contiguous Lots, when owned by the same party, may be combined to form a single building Lot. Nothing herein shall be construed to allow any portion of any Lot so sold or conveyed to be used as a separate building Lot if subdivided. No Lot shall be combined, split, divided or subdivided for sale, re-sale, gifts, transfers or otherwise without the prior written consent of the Board, except as provided in this section and in such event, the respective Owner or Owners shall promptly provide the Board written notice of

any such combination, split, division or subdivision and such additional reasonable information as may be requested by the Board.

Owners who combine or subdivide a Lot as set forth herein shall at all times be responsible for paying all sums and charges due and owing under the Governing Documents, including but not limited to: assessments, capital contributions, charges, taxes and other fees, for each Lot even after combined or for that percentage of a subdivided Lot obtained by such Owners. For the avoidance of doubt and by way of example, if an Owner combines two Lots, such Owner shall continue to be responsible for the sums, charges and other obligations owed for the two Lots as if they had not been combined, and if Owners A and B subdivide a Lot 40/60, respectively, then Owner A shall continue to be responsible for forty percent (40%) and Owner B for sixty percent (60%) of such subdivided Lot.

**10.7 Residential Use of Property and Prohibitions of Commercial Use.** Except as otherwise expressly permitted in this Declaration, each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted, except for a trade or business use ancillary to a primary residential use. Ancillary trade or business activities may be conducted within the residence so long as (a) the existence or operation of such activity is not apparent or detectable by sight, sound or smell from the exterior of the residence; (b) such activity does not involve door to door solicitation of Occupants of the Properties (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (c) such activity conforms to all local zoning requirements; (d) such activity does not increase the Association's insurance or otherwise negatively affect the ability of the Association to obtain insurance coverage; (e) such activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Properties, or result in a significant number of persons coming onto the community who do not reside therein; and (f) such activity does not result in a materially greater use of the Common Area or Association services. The application and interpretation of conditions (a) through (f) above for specific cases rests in the sole discretion of the Board.

The terms "business" and "trade," as used in this section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (x) the activity is engaged in full or part time, (y) the activity is intended to or does generate a profit or (z) a license is required for the activity.

**10.8 Swimming Pools, Hot Tubs, Walls and Fences.** Approval for the installation of swimming pools and hot tubs must be obtained from the Governing Entity and the ARC prior to the start of any work. Additionally, all pools and hot tubs must be located in their entirety behind the rear building line. No semi-permanent above ground pools (such as those made of wood, steel, aluminum, or resin) are permitted, which for avoidance of doubt this restriction does not apply to hot tubs that are otherwise in compliance. Temporary kiddie pools are permitted without prior ARC approval.

Lots may be separated along the side property lines from the street right of way to the rear building line only by a wall of hedges, shrubs and bushes ("Plant Wall"), the height of which shall

not obstruct or impede normal view of the street. No rock, stone fencing or other material may be used. Further, Lots may be separated along the side property lines from the rear building line to the rear property line by either a fence in the maximum height of six (6) feet above the existing Lot elevation or a Plant Wall. All Plant Walls and fences must be approved in writing by the ARC as to design, color/finish, materials, size and/or location prior to the commencement of any work. All fences and Plant Walls must be maintained in good condition for both function and appearance. Repainting or replacement of existing fences requires prior ARC approval. No chain link fences shall be permitted on any Lot.

**10.9 Obstruction to View, Delivery Receptacles and Culvert Vegetation.** The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No Owner may plant, or allow to remain, on the street right-of-way between the front street line and the Owner's Lot line any vegetation which impedes normal view and progress in the street right-of-way, and/or any vegetation which in any way overhangs any portion of the street itself, saving and excepting trees existing prior to January 1, 1990, or as may otherwise be required by any Governing Entity. No planting or vegetation that would interfere with drainage is allowed in any culvert or drainage area. No receptacles or construction of any container for the receipt of mail, newspapers or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved prior to construction by the ARC. All mailboxes, mailbox posts, etc. shall be of uniform shape, size, height, color and design.

**10.10 Dwelling, Outbuildings and Similar Structures.** No dwelling shall be erected, placed, altered or permitted to remain on any Lot other than one single-family dwelling. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used, either temporarily or permanently, as a residence. This section shall not be construed to prevent the temporary use of sheds, trailers or other structures during construction or Changes as may be approved by the ARC, none of which may be used for overnight or residential use or purposes. Outbuildings such as sheds, barns, carports and RV carport/covers are not allowed. Outdoor structures of any other type (excluding treehouses and play structures located behind the rear building line that do not require a building permit) require prior, written ARC approval.

**10.11 Signs.** No signs shall be displayed on any Lot except "For Sale" signs which shall not exceed two (2) x three (3) feet in size. No more than two such sizes shall be displayed on any one Lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet above the established grade.

**10.12 Satellite Dishes/Antennas and Solar Devices.**

a. **Satellite Dishes/Antennas.**

i. The following satellite dishes and antennas are subject to the Federal Communication Commission ("FCC") Over-the-Air Reception Devices Rule ("OTARD"), and/or may be subject to other local, state and federal laws, and shall be installed in accordance with this section:

A. a "dish" antenna that is one meter (39.37") or less in diameter and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services;

B. an antenna that is one meter or less in diameter or diagonal measurement and designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services; and/or

C. an antenna that is designed to receive local television broadcast signals.

The foregoing dishes and antennas collectively and individually hereinafter referred to as "Dish", and as used herein, shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.

In addition, Dishes may be mounted on "masts" to reach the height needed to receive or transmit an acceptable quality signal (e.g., maintain line-of-sight contact with the transmitter or view the satellite). Masts higher than twelve (12) feet above the roofline may be subject to prior written ARC approval and local permitting requirements for safety purposes. Masts that extend beyond an exclusive use area may not be covered by OTARD. Further, OTARD does not apply to television antennas used to receive a distant signal or to antennas used for AM/FM radio, amateur ("ham") radio, Citizen's Band ("CB") radio or Digital Audio Radio Services ("DARS").

ii. A Dish may only be installed in the part of the Lot which is under the exclusive use or control of the Owner, must be wholly within such area, and shall not extend beyond such area. A Dish shall not be installed in, nor shall it extend, in whole or in part, in, on or over any property owned by another, Common Area or public area. The Owner shall notify the Association prior to installation of a Dish, and shall specify the location and manner of installation with sufficient detail to allow the Association to confirm: (A) such installation shall not place the Dish, in whole or in part, in, on or over property owned by another, Common Area or public area; and (B) such installation is safe for adjacent Owners, their property and the users thereof, the Common Area or public area, and any users thereof.

iii. Each Lot is limited to one (1) Dish, except as permitted by OTARD, and a Dish under (a)i(A) or (B) shall be less than one (1) meter in diameter. As permitted and/or required by OTARD, an Owner shall confirm with applicable governing authorities and utility providers that the installation of a Dish is safe, including to confirm the installation shall not place a Dish within a certain distance from a power line and that installation includes the proper method to safely and properly secure a Dish. Excluding receive-only Dishes, professional installation for transmitting Dishes is recommended.

iv. Subject to (a)(ii) above, the Dish should be placed in the following preferred places: at the rear of the dwelling or pole-mounted behind the front building line and close to the dwelling to blend into the landscaping, as long as such preferred placement does not prevent reception or transmission of an acceptable quality signal or impose unreasonable expense or delay.



The Board shall have the authority to change such preferred places from time to time, in its sole discretion. Further, upon written request by the Association, an Owner shall paint such Dish to blend into the surrounding areas; provided, it will not delay installation, impair maintenance, interfere with reception or transmission, or impose unreasonable costs. Further, an inoperable, disabled or damaged Dish shall be promptly repaired or replaced, or alternatively, promptly removed by the user of the Dish. If any such inoperable, disabled or damaged Dish is not removed within thirty (30) days after the Association has notified the Owner, the Association shall have the right, but not the obligation, to remove it at the Owner's expense.

v. To the extent that any of the foregoing rules conflict with any applicable local, state, or federal laws and regulations, including but not limited to those of OTARD and the FCC, the provisions of the same shall control.

b. **Solar Devices.** A "Solar Device" shall mean any solar technology, system, equipment, or device, the primary purpose of which is the collection, storage, distribution and/or use of solar energy, including, without limitation, solar cells, photovoltaics (PV), building integrated photovoltaic systems, solar panels, solar water heating (SWH), and such new solar energy devices, technologies or systems which may be developed. All Solar Devices must be approved by the ARC prior to purchase, contracting, installation, placement, mounting, securing and/or construction. An Owner installing a Solar Device solely and fully assumes any and all risks that improvements, structures, landscaping, vegetation, foliage and the like, whether on such Owner's Lot, on another Lot, the Common Area, public area or any street, may create or cause shade or other interference which may or can impact the performance, operation, efficiency and/or use of such Solar Device.

Solar Devices shall be roof-mounted on that side of the roof of the dwelling which slopes towards the rear of the Lot and shall not be visible from the front of the Lot or street. A Solar Device shall not be installed or mounted on the front-facing roof or in a way that encroaches upon any other Lot, the Common Area or any easement. All Solar Devices shall be flush-mounted with the roof; shall be installed or mounted on the plane of the roof and conform to the same slope as the existing roof (i.e. cannot be angled differently than existing roof slope); shall not be installed higher than is necessary for the intended purpose, and in no event, shall have no more than a maximum panel clearance (distance from the roof to the top surface of panel) of six inches (6"); and the highest point shall be lower than the roof ridgeline.

**10.13 Mining.** No Lot or portion thereof shall be used for any mining, boring, quarrying or drilling, or the removal of or any other exploitation of subsurface natural resources, with the sole exception of subsurface water as provided in Section 10.19 below.

**10.14 Air and Water Pollution.** No use of any Lot (other than normal use of the residence's fireplaces and chimneys, or outdoor fire pits and fireplaces) shall be permitted which emits pollutants into the atmosphere, or discharges liquid, solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, which standards shall at a minimum meet requirements of federal and state law, and any regulations thereunder, applicable to the property within Gift Plantation. No waste, garbage, trash, refuse, yard debris or any substance or materials of any kind shall be dumped or discharged into waterways, ponds or marshes within Gift Plantation or adjacent thereof.

**10.15 Disposition of Trash Debris and Prohibition Against Burning.** Trash, garbage, recycling or other waste shall be kept only in covered containers, as authorized by the Association and/or Governing Entity. Such containers shall always be stored in such a manner that they cannot be seen from the street, and are to be placed at the street side no earlier than the day before pickup and removed from the street no later than the morning of the day after pickup. Any trash or waste which does not fit inside such container (such as furniture, appliances or large household or trash items) shall not be placed street side and shall be properly disposed of by the Owner or Occupant. Lawn, grass and other yard waste shall be stored in containers as authorized by the Association and/or Governing Entity, and, prior to being placed at the curb, larger twigs, branches and limbs must be cut to such length/size as required by the Governing Entity. Except as permitted by Section 10.14, no burning of any leaves, grass, wood, debris, trash, litter or any matter shall be permitted on any Lot or within Gift Plantation at any time.

**10.16 Tanks, Screening and Underground Utilities Service.** All residential utility service and lines to and for the Lots shall be underground. All fuel, propane and/or other similar tanks must be buried and in accordance with Governing Entity requirements. Air conditioning and heating units and generators must be shielded from street view by planting or screening not less in height at installation than the top of the same and requires prior, written ARC approval. Window air conditioning units may be authorized by the ARC on a case-by-case basis in its discretion, but if approved, shall not be visible from the front of the Lot or street.

**10.17 Animals.** No poultry, livestock, or other animals shall be kept, raised, bred or maintained on any Lot or any part of the Properties, with the exception that domestic dogs, cats, fish, reptiles, and birds inside cages may be kept as household pets upon a Lot; provided, that they are not kept, bred or raised for commercial purposes. Each person bringing or keeping a pet or any animal upon, in or about the Properties, and any part thereof, shall be solely responsible for any damages to persons or property caused by such pet or animal. Dogs must be secured by a leash and under competent control at any time they are outside of the dwelling or the fenced area of its Lot. Any pet waste deposited outside of the respective pet's Lot shall be immediately removed and disposed of properly. Pets are never allowed in the community swimming pool and the pool deck area. Pet ownership and keeping shall at all times also comply with Governing Entity requirements and law. The Board may require, in its sole discretion, vaccinations and identification. The Board, in its sole discretion, may also require the permanent and/or temporary removal of any pet and/or impose additional restrictions and conditions for or on any pet: that is a nuisance or causes an unreasonable disturbance; that has a history of biting or is a danger to any person or other animal; or that does or may increase the Association insurance requirements or costs. Such additional restrictions and conditions may include, but shall not be limited to, permanently and/or temporarily prohibiting such pet on any Common Area or public area, prohibiting the pet from being outside its Lot (except to be transported outside of the Properties), prohibiting the pet from being outside of the dwelling on the Lot unless accompanied by its owner, requiring additional assessments for any additional Association costs, etc. Notwithstanding the foregoing, service, emotional support, assistance and/or comfort animals are or may be governed by the ADA, FHA, Section 504 (Rehabilitation Act of 1973), SC Code of Laws, Section 43-33-70, and/or other applicable federal, state and local laws and regulations (collectively all hereinafter referred to as "Service Animal Law") as may be applicable. To the extent that the foregoing conflicts with Service Animal Law, such Service Animal Law shall control.

**10.18 Minor Agricultural Pursuits.** Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits do not include the raising of crops intended for marketing or sale to others. Additionally, no garden, for sole consumption, may exceed seven hundred and fifty (750) square feet in size, and no garden, or portion thereof, shall be planted or allowed to remain in front of the rear corners of any house on any Lot.

**10.19 Changing Elevations, Wells, Pumps, Excavation and Digging.** No elevation changes shall be permitted which materially affect the surface grade of or causes a material problem in water runoff, flow, drainage or accumulation for any surrounding Lots, Common Area or public area. Further, elevations shall not be increased by the addition of any mound, berm, dirt or other material buildup. No individual water supply system shall be permitted except for irrigation by a shallow well, swimming pools or other non-domestic use. No visible well, pump, or pump house may be located in front of the rear corners of any residence. As required by the Governing Entity, the same must be notified prior to the commencement of any excavation, trenching or digging of any kind on any Lot or in the Properties.

**10.20 Outside Drying.** No clothing or other household fabrics shall be hung in the open on any Lot. No clothes lines may be constructed or allowed to remain on any Lot.

**10.21 Trees.** No tree having a diameter of six (6) inches or more (measured from a point of four (4) feet above ground level) shall be removed from any Lot without the express written authorization of the ARC. The ARC shall further have the authority to require any Owner removing a tree in violation of this section to replace same at the Owner's cost. The liability of such removal shall be imparted to the Owner, even if removed by a contractor, employee, or agent of the Owner.

**10.22 Prohibition Against Offensive Conduct or Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, Common Area or the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners or Occupants. There shall not be maintained any plants, animals, or devices or things of any sort whose normal activities or existence will in any way materially and unreasonably diminish or destroy the enjoyment of other property in the neighborhood by the Owners or Occupants thereof.

**10.23 Garage Doors; Garage, Yard and Estate Sales.** It is recommended that garage doors shall remain closed as often as possible except when being used by the Owner(s). Garage doors must remain closed overnight.

Garage and yard sales are prohibited at all times on any Lot, Common Area or any other part of Gift Plantation, except that the Board, in its discretion, shall allow and set a date for a community-wide garage/yard sale to be held approximately annually at a central location or at individual homes, and may impose other requirements and restrictions, including, without limitation, related to hours and parking.

Estate sales may be held on a Lot upon the prior, written approval of the Board, and the Board may impose requirements and restrictions for a specific estate sale and for estate sales in general, including, without limitation, related to a fee; timeline for approval; dates, hours, location and duration; insurance/bonds; frequency; etc.

**10.24 Vehicles and Trailers.** No vehicle (including, without limitation, a trailer, recreational vehicles, motor homes and campers of any kind) shall be parked or kept on any street, Common Area, Lot or on any other part of the Properties overnight, except that (a) vehicles may be parked or kept in a closed garage; (b) regular passenger vehicles (cars, SUV's, vans and pickup trucks) may be parked or kept in the driveway; and (c) no more than two (2) Trailers/Boats (defined below) may be parked or kept on any Lot, but shall be parked or kept entirely within a closed garage or behind the rear building line. For the sake of clarity, the only vehicle, trailer or the like which may ever be parked or kept behind the rear building line is a Trailer/Boat. For the purposes of the Governing Documents, "Boat" shall mean a boat or jet ski, and "Trailer/Boat" shall mean (y) a utility or Boat trailer and (z) a Boat on a trailer. Except as prohibited in the foregoing for overnight parking, vehicles may temporarily park on any street, in the driveway of the respective Lot and in designated parking for any Common Area.

Notwithstanding anything to the contrary, a Trailer/Boat, recreational vehicle, motor home and camper of any kind may occasionally and temporarily be parked in the driveway for no more than three (3) days for cleaning, loading/unloading, or minor and limited maintenance, and may, upon the Board's prior, written approval in its sole discretion, be occasionally and temporarily parked in the driveway for more than three (3) days. Further, notwithstanding anything to the contrary, a kayak or canoe not on a trailer may be kept and stored on the community kayak rack, on the private dock of its respective Lot, and in the backyard or closed garage of its respective Lot.

No Commercial Vehicles (defined below) shall be parked, stored or kept at any time on any street, Common Area, Lot or on any other part of the Properties, except that they may be parked or kept in a closed garage of their respective Lot, and that they shall be exempt from the foregoing prohibition during such period of time as is reasonably necessary to provide services or to make deliveries to any part of the Properties, and, except as may otherwise be determined by the Board, may park in the driveway, on the street and in designated parking for any Common Area for the same; provided, however, the Board shall have right to require notice and/or prior written Board approval for any period of time in excess of one (1) day, and shall have the right to regulate and alter permissible locations and times for such parking. For the purposes of the Governing Documents, a "Commercial Vehicle" shall mean any vehicle and/or trailer, including a regular passenger vehicle: (i) with business or commercial lettering, signage, markings or logos, including decals or signs on or inside the windows, and magnetic signs and decals, except that the Board, in its discretion, may exempt a vehicle with such lettering, signage, markings, signs or decals if the same are sufficiently limited in size and/or number (as determined by the Board in its discretion) which exemption must be in writing; (ii) with hardware or equipment attached thereto or hanging therefrom, or extended panels; (iii) designed to transport sixteen or more passengers, including the driver; (iv) is used in the transportation of hazardous materials as that term is defined in 49 C.F.R. Section 390.5; (v) used for the purpose of transporting persons for hire; (vi) designated, used or maintained primarily for the transportation of property incident to a business; (vii) used for providing services to another person or entity for a fee or profit; or (viii) of a size that would not fit in a standard garage; provided, however, that the following vehicles shall at all times be exempt and shall not be considered a Commercial Vehicle: a handicap accessible vehicle, and a law enforcement or fire department vehicle which is required to be at the Owner or Occupant's residence as a condition of employment.

A vehicle may be kept or stored for restoration or repair if kept or stored in a closed garage. Except for the foregoing, no inoperable or disabled vehicle shall be otherwise stored, parked or

kept within the Properties and all vehicles within the Properties must be properly registered, licensed and insured as required by the Governing Entity. A vehicle shall be considered to be disabled or inoperable if it has no valid license plate and registration.

**10.25 Motorcycles, Dirt Bikes, All-Terrain Vehicles, Mopeds, Bicycles and Golf Carts.** No all-terrain vehicles, "dirt bikes" or gasoline powered go-carts/skateboards shall operate on any of the Lots, Common Area, streets or any part of Gift Plantation; provided, however, mopeds (as defined by the Governing Entity), bicycles, scooters and golf carts shall be allowed. Skateboards and bicycles are prohibited on or within the tennis courts at all times. No motorcycle may operate within Gift Plantation unless the same be fully street-licensed, including, but not limited to, muffler, brakes, lights, license plates, insurance, registration and/or other requirements of the Governing Entity. Complaints by two or more Owners or Occupants as to engine noise of any vehicle or motorcycle may require a review and opinion from the Board as to the ability of such vehicle or motorcycle to further operate within Gift Plantation unless modified for appropriate noise reduction, and the Board shall have the right to require such modification or prohibit the use of the same within Gift Plantation. All golf carts must be registered, insured and operated as required by the Governing Entity. Motorcycles, mopeds, scooters and golf carts may be temporarily parked on the street, in designated parking for any Common Area or in the driveway of their respective Lot; provided, however, overnight (a) mopeds and scooters may be parked and stored neatly (as may be determined by the Board in its sole discretion) on their respective Lot or in a closed garage, and (b) motorcycles and golf carts may only be kept or parked in the driveway of their respective Lot and shall count as one of the three (3) vehicles allowed in the driveway pursuant to Section 10.24, or in a closed garage. Golf carts may also be temporarily parked on the picnic area next to the Clubhouse. No golf carts, bicycles, scooters, mopeds, skateboards, go-carts or other vehicles are allowed to be driven or ridden on the pathway to the community dock entrance nor parked at the dock gate entrance.

**10.26 Basketball Goals, Volleyball Nets, Etc.** No basketball goals, volleyball nets, badminton nets or similar equipment may be permanently installed between the front street line and the front building line of any Lot. Further, no such net, goal or other equipment, even if temporarily placed for a limited use, may be allowed to remain for no more than three (3) consecutive days. For purposes herein, a basketball goal affixed to or mounted on the front of any residence, attached garage or detached garage not located rearward of the front of a residence shall violate this restriction.

**10.27 Prohibition on Time Shares and Fractional Ownership; Leasing of Lots and Leasing Restrictions.** The Association and its Owners/Members desire to preserve the residential character of community and maintain the value of the Lots as residential and predominantly Owner-occupied. As such, ownership, leasing and renting shall be restricted as set forth herein.

a. **Prohibition on Time Shares and Fractional Ownership.** No dwelling or Lot, or any part thereof, may be used for any vacation or time-sharing plan as contemplated in S.C. Code Ann. § 27-32-10, et seq., (2024). Fractional ownership arrangements in which ownership of a Lot, or any part thereof, is divided into separate shares and sold to and bought by multiple unrelated parties at different times and independently of the whole Lot are not permitted. This restriction against fractional ownership does not include property purchased by parties as tenants in common at the same time who reside in the Lot, but it does include properties with ownership on a fractional

basis that are marketed and sold by an entity whose business is to sell such shares on a fractional basis.

b. **Leasing of Lots and Leasing Restrictions.** Leasing and renting (“leasing”) shall mean the regular occupancy of a Lot by any person other than the Owner for which the Owner receives any direct or indirect consideration, monetary, economic or other benefit, including, but not limited to, a fee, service, gratuity or emolument; provided, however, the occupancy of a Lot by a roommate of an Owner then occupying a Lot shall not constitute leasing. The leasing of a Lot shall not be considered a business or trade within the meaning of the Governing Documents, except that short-term accommodations, short-term rentals, vacation rentals, transient lodging and the like use (collectively hereinafter, “Short-term Rentals”) shall be considered a business or trade, shall not be considered leasing, and shall at all times be prohibited, as more particularly defined below.

Except as provided in this section and the Governing Documents, leasing shall be prohibited, and all leasing shall be subject to this section, the Permit (defined below) and the Governing Documents. The Board shall have the authority to establish additional conditions, guidelines, rules, regulations, policies, fines, penalties and sanctions related the duration, use, terms and conditions of Permits and leasing.

i. **Permits and Limits and Grandfathering.** Owners may only lease their Lots if they have applied for and received a Leasing Permit (defined below) or Hardship Leasing Permit (defined below) (Leasing Permit and Hardship Leasing Permit may hereinafter from time to time be collectively referred to as “Permit(s)”). Upon receipt of a Permit, the applicable Owner may lease in accordance with the terms of the Permit and the Governing Documents.

A. **Leasing Permits.** An Owner's request for a Leasing Permit shall be approved if the Owner is In Good Standing at the time of application and has owned the Lot for at least one (1) year.

B. **Hardship Leasing Permits.** If the inability to lease a Lot shall result in a hardship to the Owner, the Owner may apply for a Hardship Leasing Permit. A “hardship” is defined as severe suffering or deprivation and/or a condition of life difficult to endure. The Board shall have the authority, in its sole discretion, to issue or deny a request for Hardship Leasing Permits, and alter the terms and duration under which the property may be leased.

A Permit shall be valid only as to a specific Owner and Lot and shall not be transferable or assignable between either Lots or Owners (including a subsequent Owner of a Lot where the Permit was issued to such Owner's predecessor in title). Any purchaser of a Lot shall have a waiting period of one (1) year before an application for a Leasing Permit may be applied for or granted.

A Permit shall be applied for at least thirty (30) days prior to any desired leasing. A Permit shall be valid for a term not to exceed one (1) year. An Owner may apply for another Permit for renewal or extension; however, if not granted, the lease and tenancy existing under such current Permit shall terminate upon the expiration of the term provided in the Permit and the Occupants must vacate.

A Permit shall be automatically revoked upon the occurrence of any of the following events:

1. the sale or transfer of the Lot, or any part thereof (but excluding sales or transfers to: a spouse, domestic partner or a direct lineal descendant of the Owner; a trust whose beneficiaries are solely the Owner, Owner's spouse or domestic partner, direct lineal descendants of the Owner and/or any combination thereof; and/or an entity in which the Owner owns, directly or indirectly, not less than fifty percent (50%) of the ownership interest in such entity); provided, however, any Occupants under a lease and Permit at time of sale or transfer may remain until the original expiration date in the Permit;
2. the failure of an Owner to lease such Lot within sixty (60) days of the Permit issue date;
3. the termination, for any reason, of the Owner's lease with Occupants, or the removal, for any reason, of Occupants from the Lot prior to the expiration of the Permit; or
4. the Owner notifies the Board in writing that the Permit is no longer needed or desired.

In addition to the foregoing, a Hardship Leasing Permit shall terminate if during the term of such Hardship Leasing Permit, the Owner is approved for and receives a Leasing Permit.

The Board shall have the right and authority to establish fees for the Permits and processing.

ii. **General Leasing Terms.**

A. All leases shall be in writing. Within ten (10) days of lease execution or possession of the Lot, the Owner shall provide the Association with a copy of the executed lease, and such information for all Occupants and/or the Lot property manager, if any, as reasonably requested by the Board. Owners shall notify the Association of any change in Occupant and/or Lot property manager information within ten (10) days of its receipt of the same.

B. All leases must be for an initial period of not less than twelve (12) months. Any lease for an initial period of less than twelve (12) months shall constitute a "Short-term Rental" (but this provision shall not affect use, without charge or remuneration, of a Lot by the close family or friends of an Owner for periods of less than twelve (12) months). Further, Lots shall be leased only in their entirety under a single agreement. Subleasing or assigning, in whole or in part, and/or leasing of only a part of the Lot, rather than a whole, is prohibited. For the sake of clarity, the following, by way of example only and not in limitation, shall be prohibited: hourly, daily and weekly rentals, the rental of a part of the dwelling (except as to roommates as set forth herein) and/or the rental of a backyard or swimming pool.

C. The Owner leasing the Lot shall be responsible for and must make available to the Occupants a copy of the Permit and Governing Documents before lease execution, and keep the Occupants updated with any new Governing Documents.

D. The lease shall reference and incorporate the Permit term expiration date as the lease expiration date, and the Permit and the Governing Documents, and if such language is not expressly contained in the lease, then such lease shall be deemed to contain the same, whether or not so expressly stated therein, and each Occupant, by use, residence and/or occupancy, covenants and agrees to the same. All Occupants shall be subject to the Permit and Governing Documents as fully as if they were an Owner, and any failure of any Occupant to comply therewith shall constitute a violation of the Governing Documents and a default under the lease.

E. The Owner shall require that all Occupants comply with the Permit and Governing Documents, and shall be responsible for any violations by any Occupant, including, without limitation, paying for any claim, loss, injury or damage caused by any such act or omission of an Occupant. No language in the lease can or shall eliminate or reduce such Owner responsibility therefor. In the event that an Occupant violates the Permit or Governing Documents for which a fine, sanction, cost, expense, charge or assessment is or may be imposed, or commits an act or omission for which the Owner and/or Lot are or can be responsible, the same shall be imposed and assessed against and made the responsibility of such Owner and Lot. For all of the foregoing, the Association shall have all rights, enforcement and remedies under the Governing Documents and the law, and all Charges shall constitute a lien against the Lot and the personal obligation of the Owner, whether or not suit is filed, and shall be collectible in the same manner as assessments. The foregoing shall not prejudice an Owner's right to collect from an Occupant any such sums resulting from any such violation, the act or omission of such Occupant.

F. If an Owner fails to timely pay any assessment or other charge as provided in the Governing Documents, then the delinquent Owner hereby expressly consents to the assignment to the Association of any rent received or to be received from any applicable Occupant during the period of delinquency, without the need for a receiver. Upon written request by the Association, the applicable Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease, and any other period of occupancy; provided, however, an applicable Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of such request, and shall not pay more than the rent obligation. All such payments made by an applicable Occupant shall reduce by the same amount the obligation to make monthly rental payments to the Owner. If the applicable Occupant fails to comply with such request, the applicable Occupant shall pay to the Association all amounts authorized under the Governing Documents as if such applicable Occupant was the owner of the Lot, and shall pay for any costs, including without limitation, collection and enforcement costs, attorneys', paralegal and legal fees and expenses, incurred by the Association to enforce this provision, whether or not suit is filed. This section shall not be construed to release the Owner from any obligation, including the obligation for assessments or any other charges, for which Owner is otherwise be responsible.

G. A leasing Owner agrees that, in the event of a violation of the Permit or Governing Documents by an applicable Occupant, the Owner irrevocably appoints and constitutes the Association, through the Board, as the Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings, or performing any or all responsibilities as may be required or necessary to be performed pursuant to this section. This power of attorney is expressly declared and acknowledged to run with the title



of any and all Lots, and will be binding upon their heirs, personal representatives, successors and assigns of the Owner. The Association shall have the right, but not the obligation, to seek as such attorney-in-fact, at the expense of the Owner, the eviction, equitable relief and/or damages of and from an applicable Occupant upon any breach of the Permit and Governing Documents, provided, the Association first gives the Owner thirty (30) days to correct such breach.

**10.28 Hunting and Firearm Discharge Prohibited.** The discharge or firing of any firearm within Gift Plantation is forbidden, except in accordance with South Carolina laws. Hunting, trapping, and/or the intentional killing and/or injuring of any animal is prohibited within Gift Plantation by any person, except that (a) an Occupant only on his Lot may hunt, trap or intentionally kill a wild or feral animal(s): (i) which constitutes a material nuisance, or a material health or safety concern to the Occupant or his Lot, (ii) in order to limit the growth and spread of the same on his Lot; (iii) to end its suffering due to critical injury or illness, or (iv) if the Occupant reasonably believes it poses a direct and immediate threat to persons or pets on such Lot, and (b) the Board shall have the right to hunt, trap or intentionally kill a wild or feral animal(s) within Gift Plantation: (i) which constitutes a material nuisance, or a material health or safety concern in Gift Plantation and/or persons or pets therein, (ii) in order to limit the growth and spread of the same in Gift Plantation; (iii) to end its suffering due to critical injury or illness, or (iv) if the Board reasonably believes it poses a direct and immediate threat to persons or pets in Gift Plantation. The foregoing shall at all times be in compliance with South Carolina law, including as may be required, the prior obtaining of any license or permit. The feeding of wild or feral animals, including indirect feeding by leaving food out for pets or companion animals and except for songbirds and hummingbirds in moderation, is prohibited within Gift Plantation.

## **ARTICLE 11** **AUTHORITY, ENFORCEMENT AND VIOLATIONS**

The Board shall have the authority to make, modify, repeal and enforce reasonable Rules governing the conduct on, and use and enjoyment of, the Lots and Common Area, and for the use and enjoyment of the Association or common services, including the establishment of Sanctions for infractions thereof. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, Rules, policies, liens, and charges now or hereafter imposed by the Governing Documents. The Association shall further have the right to enforce by Sanctions, in addition to other rights and remedies, all such restrictions, conditions, covenants, reservations, Rules, policies, liens, and charges now or hereafter imposed by the Governing Documents.

Upon a violation of the Governing Documents, including without limitation, the failure to timely pay any assessment, the Board shall have the power, in its sole discretion, (a) to impose monetary fines; (b) to suspend, in whole or in part, the right to use of and/or receipt of any of the Association services, common services and/or Common Area (including, without limitation, ARC services); provided, however, an Owner's access, ingress and egress to his Lot shall not be suspended thereby; and/or (c) to suspend the right to vote. The amount, form, manner and/or length of any Sanction shall be determined by the Board, from time to time and in its sole discretion, except that any suspension of rights under (b) or (c) shall continue until, as applicable, any sum due is paid in full and/or until the violation is cured (as determined by the Board in its sole discretion). The Board shall have the right to charge a Sanction for each violation, with repeat and continuing violations subject to additional Sanctions as determined by the Board in its sole

discretion, including without limitation, a daily fine until such time as the violation is cured or removed. The Owner shall be responsible for any Sanction for any violation caused by or arising out of an act or omission by the Owner or any Occupant, or related to any Lot.

An Owner shall be notified of a violation by written notice, including the date and nature of the violation, how to cure or abate the violation and the deadline for the same, and the Sanction(s) which may be imposed if not timely and properly cured or abated. Thereafter, the Owner shall be notified in writing if any Sanctions are imposed, and/or if additional Sanctions shall or may be imposed if the violation is not cured or abated. Fines shall be due and payable upon receipt, or as may otherwise be determined by the Board, in its sole discretion. Any fine not paid within thirty (30) days after the due date shall be delinquent, shall bear interest from the due date until paid in full at ten percent (10%) per annum, or the maximum permitted by law; shall be deemed an assessment, a lien on the Lot and the personal obligation of the Owner; and shall be collectible in the same manner as an assessment. Except with respect to the failure to pay any assessment or other charge, an Owner shall have the right to appeal the first notice of a violation. Any such appeal must be in writing and submitted to the Board within fourteen (14) days of the date of the issuance of such first notice. The Board will consider all timely appeals at its next regularly scheduled meeting, or such other date as may be determined by the Board in its sole discretion, and the Owner shall have a reasonable opportunity to be heard. The Board may from time to time establish rules of conduct for such a hearing, which may include, without limitation, limits on time, witnesses and the number of participants who may be present. The minutes of the meeting shall contain a written statement of the results of the hearing, or alternatively, in the Board's sole discretion, the Board shall issue a decision thereon in writing to the Owner. The Board's decision on such appeal shall be final. The notice requirement shall be deemed satisfied, respectively, if an Owner submits a written appeal or appears at the hearing.

In addition, the Board shall have: the right and authority, but not the obligation, to exercise self-help to enforce the Governing Documents and/or cure violations; the right to enjoin any violation by suit at law or in equity; the right to recover monetary damages; and/or the right to all or some of the foregoing, all without the necessity of the prior compliance with the procedure above. Such self-help rights shall include, without limitation, performing maintenance upon the failure by the Owner to do so or the towing of a violating vehicle. Except for the towing of cars and emergency circumstances, the Association shall give the Owner ten (10) days' written notice of its intent to exercise self-help.

Nothing herein shall be construed to prevent the Association from pursuing any other remedy under the Governing Documents or applicable law for violations of or to enforce the Governing Documents, or from combining a Sanction with any other remedy or requirement to redress any violation or enforcement to the extent permitted by the law. Failure by the Association, or any Owner as applicable, to enforce any covenant, condition, restriction or easement shall in no event be deemed a waiver of the right to do so thereafter. For any violation, enforcement or breach of the Governing Documents (including, without limitation, the failure to timely pay any assessment or charge), or self-help, abatement or cure by the Association, the Association shall be entitled to recover from the violating or breaching Owner and Lot all of its costs and expenses arising out of the violation, breach, enforcement and/or abatement/cure, including, without limitation, all Charges, whether or not any action is commenced, and all such foregoing sums shall be deemed a lien against the Lot, the personal obligation of the Owner, and an assessment and collectible as such.

**ARTICLE 12**  
**INSURANCE**

Insurance coverage, as provided in this Article, shall be purchased by the Board for the benefit of the Association and Members. Such policies and endorsements shall be deposited with and held by the Secretary. The policies shall be in such form and with such coverage and deductibles as the Board deems necessary or appropriate.

Insurance shall cover the following when reasonably available: public liability coverage covering all common areas and property owned or leased by the Association; casualty/property coverage at replacement value for the common areas and facilities insuring against loss or damage by fire or other hazards; and such other insurance as the Board may from time to time determine to be necessary or desirable, including, without limitation, worker's compensation insurance, flood insurance and D&O insurance.

Premiums for insurance policies, that portion of any covered loss not compensated for because of the loss deductible clause of the policy and any loss not covered shall be paid by the Association as a common expense and charged to Members as a portion of annual assessments or as a special assessment; provided, however, if any loss arises from or is related to the act or omission of any Owner or Occupant, then such Owner and Lot shall be responsible for any portion not covered by insurance, which sum shall be a lien against the Lot and the personal obligation of the Owner, and collectible in the same manner as an assessment (including, without limitation, all Charges) and any other amounts provided or permitted hereunder or by law).

The proceeds received from any policy shall be held by the Board. After deduction of all costs and reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy.

**ARTICLE 13**  
**DURATION AND AMENDMENT**

These covenants and restrictions hereof shall run with and bind the land and the owner thereof for a period of ten (10) years from the recording date of the Original Declaration, after which time they shall be automatically renewed and extended for additional successive ten (10) year periods, unless the then Owners of at least seventy-five percent (75%) of the Lots agree that they shall not be renewed and extended. The Declaration may be amended upon the approval of the Owners of not less than sixty-six percent (66%) of the Lots. Additionally, when reasonably determined by the Board and subject to the Board's review and approval, this Declaration may be reviewed for changes and updates by a committee comprised of not less than ten percent (10%) of the membership. Those amendments approved by the Board shall be presented to the membership and if approved by the Owners of sixty-six (66%) percent of the Lots, the Declaration shall be amended.

**ARTICLE 14**  
**NOTICE AND NEW TECHNOLOGY**

a. Notice required under any Governing Documents shall be in writing and shall be deemed to have been properly delivered when sent to the address of the party who appears as (or for) the member in the records at the time of sending: (i) five (5) business days after being deposited in the United States mail, First Class postage prepaid; (ii) upon delivery when delivered by personal delivery or a nationally recognized and reputable courier service; or (iii) unless prohibited by law, upon delivery when sent by Acceptable Technological Means (defined below); provided, however, with regard to the Board, if the Governing Documents permit notice by verbal, audio or other means, such means shall be in addition, not in limitation, to this Section. Notice to one of two or more Members or Owners shall constitute notice to all. Each party is obligated to promptly notify the Secretary, or designee, in writing of the correct address and of any change of address. If a party has not notified the Secretary or other Association designee in writing of such correct address or change of address, the notice shall be sufficient if delivered to the last known address, to the Lot, or to the address identified by an online search of the assessor's office in the county where the property is located as the address for the 'current owner' of the Lot.

b. Due to the ongoing development of new technologies and related changes in business practices, to the extent permitted by law now or in the future and subject to any other applicable conditions set forth in this Section, the Association and its Members/Owners (and Occupants as applicable) may, among other things: communicate, send and receive notices, consent, approve, vote, sign, execute, transfer funds, make/receive payments, conduct business, and perform any obligation or exercise any right by, for or under the Governing Documents or applicable law (collectively hereinafter, "Conduct Business") by the use of Acceptable Technological Means. "Acceptable Technological Means" includes, without limitation, wireless, virtual, electronic or digital delivery, communications, transmissions, means or the like over the internet, or other community, platform, application, network or the like, whether by direct connection, intranet, telecopier, email, text, instant message or other generally available technology or means which exist, or may develop, and that, by determination of the Board, in its sole discretion, are deemed to provide reasonable security, reliability, identification and verifiability.

i. Additionally, provided that (A) a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form and (B) it is not prohibited by applicable law, the following (without limitation) may be done by or through Acceptable Technological Means: (X) voting, consenting to and approval of any matter under or pursuant to the Governing Documents or applicable law; (Y) transferring funds and making/receiving payments; and (Z) signatures or execution meeting the requirements of applicable law, if any, shall satisfy any requirement for a signature under the Governing Documents.

ii. Members/Owners and applicable Occupants shall be automatically deemed to consent to Conduct Business by use of Acceptable Technological Means. A party who does not have reasonable access to Acceptable Technological Means may opt-out of Conducting Business by use of Acceptable Technological Means upon sufficient written notice to the Association of the party's need to opt-out. The Association shall make reasonable accommodation, if possible, for such party to Conduct Business without use of such Acceptable Technological Means until such

Acceptable Technological Means have become generally (if not universally) accepted in similar communities in the area. At such time, the Association may notify in writing any such opted-out party that it must Conduct Business by Acceptable Technological Means and such party shall be obligated to thereafter do so.

iii. Acceptable Technological Means shall not apply to any notice related to any lien, or any enforcement, collection or foreclosure action or like proceeding, until and except to the extent expressly permitted by applicable law.

iv. The Board may elect, in its sole discretion, to hold (A) any meeting in person, or by remote, virtual, electronic, digital and/or like communication or other Acceptable Technological Means (collectively "Other Means"), or by a combination thereof, provided that the attendance or presence of a member can be determined by the person presiding at the meeting; and/or (B) voting in person, by proxy, in writing or by Other Means, or by a combination thereof, provided that as to any voting, a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form and is not expressly prohibited by law; provided, however, with regard to Board meetings, if the Governing Documents also permit attendance, meeting or voting by verbal, audio or other means, all such means shall be in addition, not in limitation, to this Section.

c. Any reference in the Governing Documents to notice, meeting, attendance, voting, quorum, "in person", present, presence or words of similar import as it relates to meeting, voting or quorum, which shall include, without limitation, being present and/or attending by Other Means, shall hereby be revised to conform to this Section, even if any such references are not specifically otherwise amended by this Amendment. Further, any reference in the Governing Documents to printed, mailed, sent, distributed, delivered or words of similar import shall include and be satisfied by the use of Acceptable Technological Means.

**ARTICLE 15**  
**ASSOCIATION ADDRESS**

The address for the Association and ARC as of the date hereof shall be:

**GIFT PLANTATION HOMEOWNERS ASSOCIATION, INC.**

3875 Oakley Drive  
Johns Island, South Carolina 29455  
[GiftPlantationInfo@gmail.com](mailto:GiftPlantationInfo@gmail.com)

**ARC**

c/o Gift Plantation Homeowners Association, Inc.  
3875 Oakley Drive  
Johns Island, South Carolina 29455  
[GiftPlantationARB@gmail.com](mailto:GiftPlantationARB@gmail.com)

The Board may change such addresses, in its sole discretion and from time to time.

**ARTICLE 16**  
**CONFLICT WITH OTHER GOVERNING DOCUMENTS**

In the event of conflict between this Declaration and the Bylaws, this Declaration shall control.

*Remainder of page intentionally blank and signatures on last pages.*

**Restated and Amended  
By-Laws of Gift Plantation Homeowners Association, Inc.**

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**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Gift Plantation Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 3875 Oakley Drive, Johns Island, South Carolina 29455. The principal office and registered agent of the Association shall be as determined by the Board of Directors, from time to time and in their sole discretion.

**ARTICLE II  
DEFINITIONS**

Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

1. Membership. Each Member of the Association and record owner of a Lot in Gift Plantation subject to payment of assessments levied by the Association shall be a Member in the Association and such membership shall be mandatory, and shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall automatically terminate when an Owner is no longer seized and vested with title to any Lot. Members shall be entitled to one (1) vote for each Lot. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a Member, or a Member's spouse or domestic partner, or by an authorized owner, Member, officer or representative of any corporate or other legal entity, as set forth herein, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot and the Member must be In Good Standing. In any situation where there is more than one Owner of a Lot or the Owner is a corporate or other legal entity, the vote for such Lot shall be exercised as the Owner(s) determine among themselves and advise the secretary or president of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association.

The rights of membership are subject to the timely payment of annual, special, other assessments or charges levied by the Association, and compliance with the governing documents of the Association. In addition to other rights and remedies, the Board may suspend the voting rights and/or right to use common areas, facilities and services of a Member during any period in which such Member shall be in default whether in the payment of sums due the Association or in the compliance with the Association's governing documents.

2. Quorum and Voting. The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent (51%) of the total eligible vote of the Membership shall constitute a quorum for the transaction of business. Unless otherwise expressly provided in the Declaration or herein, a majority of the eligible votes cast at such meeting shall be the vote required to adopt decisions. A proxy form may be sent to Members with the notice of meeting which includes

information on the matters to be voted on and a statement that if the Member fails to properly execute and return the proxy form or attend the meeting, then the following (a) and (b) shall occur. A Member may properly execute and return the proxy form in lieu of attending such meeting. In the event a Member is afforded the opportunity to participate and vote either via the executed proxy form or in person at the meeting, and the Member neither attends the meeting nor returns the executed proxy, then such Member shall be deemed (a) to be present for the purpose of determining the presence of a quorum, and (b) to have given the proxy to and for the majority present and voting. Once quorum is established, it shall be deemed present or sufficient for quorum purposes for the remainder of the meeting.

3. Proxies. A Member may vote in person or by proxy. All proxies shall be in writing and signed by the person or authorized representative entitled to vote, and filed with the Secretary or other designee, as may be determined by the Board from time to time, before the appointed time of the meeting for which their use is sought. In the event a proxy is not limited to a specific meeting or otherwise includes a deadline, it shall continue and, in any event, automatically cease and terminate upon the Secretary or other designee's receipt of the Member's written revocation or cancellation of such proxy or the conveyance of the Lot. A proxy may be revoked prior to the time a vote is cast according to such proxy by such Member appearing and voting in person, or, prior to the call to order of a meeting, by the filing, or having filed, a written, substitute valid proxy, or by the written revocation or cancellation of the proxy with the Secretary or other designee. No person may hold the proxy for more than two (2) Members at any one time.

4. Action by Written Consent. Any action which may be taken at a meeting of the Members may be taken without a meeting by written consent to such action signed by sixty-six percent (66%) of the total eligible vote of the Association.

5. Action by Written Ballot. Any action that may be taken at any meeting of Members may be taken without a meeting and by written ballot if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. The written or electronic ballot shall: (a) set forth each proposed action and (b) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A written or electronic ballot shall: (x) indicate the number of responses needed to meet the quorum requirements; (y) state the percentage of approvals necessary to approve each matter other than election of directors; and (z) specify the time by which a ballot must be received by the Association in order to be counted. In the event a Member is afforded the opportunity to participate and vote via the ballot and the Member does not return his executed ballot, then such Member shall be deemed (a) to be present for the purpose of determining the presence of a quorum, and (b) to have given his proxy to and for the majority present and voting. Except as may be otherwise expressly provided in the Articles of Incorporation, the Declaration or these Bylaws, a written or electronic ballot may not be revoked. To the extent there is any conflict between this Section and the South Carolina Nonprofit Corporations Act, Section 33-31-101, et seq., South Carolina Code of Laws, as amended, ("Act"), the Act controls.

6. Multiple Voting Methods. As determined by the Board, in its sole discretion, for any matter voted upon, the eligible Member's vote may be cast by:

- a. that one method as determined by the Board in its sole discretion, or
- b. either one (1) of the following methods: (a) in person or by proxy at a meeting; or (b) by executed written ballot, even if a meeting is called, but which otherwise conforms to Section 5 above, and is delivered prior to the deadline in such ballot.

7. Annual Meetings. The annual meeting of the Association shall be held during the month of November of each year, or such other time as may be determined by the Board, in its sole discretion and from time to time.

8. Special Meetings. Special Meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors, and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a Special meeting.

9. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date, manner, form and/or place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Member entitled to notice not fewer than ten (10) nor more than thirty (30) days in advance thereof. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting at the time it is called to order, in which case the matter objected to shall not be taken up, or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within two (2) days following presentation of the minutes of such meeting to all Members, in which case the action objected to shall be void.

10. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the meeting unless the Member objects to lack of proper notice at the time the meeting is called to order.

11. Place of Meeting. All meetings of the Association shall be held at the John F. Dorr Community Clubhouse, unless otherwise designated by the Board, or in such other form as may be designated by the Board.

12. Adjournment. If any meeting of Owners cannot be held because a quorum has not attended, a majority of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

13. Order of Business. The order of business at all meetings of the Association shall be as follows:

Roll call  
Proof of proper notice of the meeting or waiver of notice  
The reading of the minutes of the preceding meeting (unless waived by majority of those present)  
The report of the Board of Directors  
The report of the officers  
Any reports of committees; including the ARC (if applicable)  
Election of Members In Good Standing to the Board of Directors (when required)  
Unfinished business  
Adoption of the Annual Budget and Assessments  
New business

14. Minutes. The Secretary shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The approved minutes shall be made available to all Members upon written request, on the Association's website or as may otherwise be determined by the Board.

#### **ARTICLE IV ASSOCIATION PURPOSES**

1. Purposes. The Association has been organized to provide for the operation and administration of the Association's common areas, facilities and services, and the community, including maintaining the community in an attractive condition and to provide certain benefits for its Members and residents as set forth in the Declaration.

#### **ARTICLE V BOARD OF DIRECTORS OF THE ASSOCIATION**

1. Form of Administration. The Association shall act by and through its Board of Directors.

2. Authorities and Duties. The Board of Directors shall provide for the following:

- a. the maintenance, repair and replacement of the common areas, facilities and services, and the hiring and dismissal of the personnel necessary to accomplish same;
- b. the collection of assessments and other charges from the Members;
- c. the procuring and keeping in force of insurance for the Association and common areas and facilities, as necessary and/or as reasonably desired by the Board, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies. Insurance for the Association in such amounts, for such coverages and with such deductibles as determined by the Board in consultation with insurance and/or legal professionals;
- d. the enactment of reasonable rules and regulations governing the operation and use of the common areas, including the facilities thereof, Association services, and the Lots, and the personal conduct of persons thereon, and the establishment of fines, sanctions, suspensions and/or penalties for the infraction thereof;

e. the enforcement of the terms of the Articles of Incorporation, Declaration, these Bylaws, and promulgated any rules, regulations, standards, policies and guidelines; and the administration and operation of the Association on behalf and for the benefit of all Members; and

f. the exercise of all duties, obligations, rights, authorities and remedies provided in the Articles of Incorporation, Declaration, these Bylaws, any promulgated rules, regulations, standards, policies and guidelines, and/or under the law.

3. Director Qualifications. Only a Member, or a Member's spouse or domestic partner, or an authorized owner, Member, officer or representative of any corporate or other legal entity Member (as set forth in Section 1 of Article III) may serve as a director. The director must at all times be In Good Standing.

4. Number, Election and Term. The affairs of the Association shall be managed by a Board of five (5) directors. The Board shall nominate Members to serve on the Board, and shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Nominations may also be made from the floor at the annual meeting, or any meeting called for such purpose, by any Member In Good Standing. The directors shall be elected by secret ballot. Each Lot shall be entitled to cast one vote for each director slot to be filled, but may not cast more than one vote per nominee. Cumulative voting is not permitted. The nominee(s) receiving the highest number of votes shall be the director(s) as provided above. Directors shall be elected to serve two (2) year terms. A director may be elected to succeed himself. A director shall serve his term and until a successor is elected or appointed, and qualified, or until his earlier resignation, removal from office, incapacity, or death. Newly elected directors shall commence to serve at the first Board meeting following the election.

5. Removal and Resignation. A director may be removed from the Board with or without cause by a majority vote of the Members. A director may resign at any time by delivering written notice to the Board, and unless specified therein, the resignation shall take effect upon delivery. In the event a director is absent from three (3) consecutive regular meetings of the Board without excuse, the Board may, by action taken at the Board meeting during which said third absence occurs or prior to the next Board meeting, remove that director without Member approval.

6. Vacancies. Any vacancy on the Board shall be filled by appointment by the majority of the remaining directors, even if less than a quorum, and the new director shall serve for the unexpired term of his predecessor and until a successor is elected and qualified.

7. Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

8. Written Consent. Any action which may be taken by a vote of the Board may also be taken by written consent to such action signed by all directors.

9. Annual and Regular Meetings. The annual and regular meetings of the Board shall be held as follows: (a) the annual meeting held within thirty (30) days preceding the annual membership meeting of the Association, and (b) no less than one (1) additional regular meeting

during such year. The date, time, form, manner and/or place shall be as determined by the President or as may be agreed upon by the Board.

10. Special Meetings. Special meetings of the Board may be called from time to time by the President of the Association and shall be called upon the written request of two directors. The date, time, form, manner and/or place shall be as determined by the President, the directors requesting the meeting, or as may be agreed upon by the Board.

11. Notice of Meetings. Two days' notice, including, without limitation, by personal telephone call or text message, of every meeting of the Board stating the time, date, form, manner and/or place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every director. Any and all requirements for notice of meetings may be dispensed with if all directors are present at the meeting, or if those not present at the meeting shall at any time waive or have waived notice thereof. Failure to give proper notice of a meeting of the Board shall not invalidate any action taken at the meeting unless (1) a director who was present but was not given proper notice objects prior to the call to order of the meeting, in which case the matter objected to shall not be taken up, or (2) a director who is not present and was not given proper notice objects in writing to the lack of proper notice within two (2) days following the meeting, in which case the action objected to shall be void.

12. Waiver of Notice. Waiver of notice of any meeting of the Board shall be deemed the equivalent of proper notice. Any director may, in writing, waive notice of any meeting of the either before or after the meeting. Attendance at any meeting by a director shall be deemed a waiver of notice of the meeting unless such director objects to lack of proper notice at the time the meeting is called to order. Such objection by a director shall be effective only if a written objection is simultaneously filed with the Secretary or the presiding officer at the meeting.

13. Minutes of the Meetings. The Secretary shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board. The approved minutes shall be made available to all Members upon written request or as may be otherwise determined by the Board.

14. Compensation. Directors shall receive no compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

## **ARTICLE VI OFFICERS OF THE ASSOCIATION**

1. Designation. The Association shall have a President, Vice-President, Secretary and Treasurer. The Board may elect, in its sole discretion and from time to time, to also have an Ex-Officio officer and a Member-at-Large officer as set forth below. The offices of Secretary and Treasurer may be held by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties and responsibilities provided by these Bylaws and under the law, or to the extent not so provided, by the Board.

2. Qualifications. Except for the ex-officio and Member-at-Large officers, only directors may be elected and serve as officers. All officers must be In Good Standing.

3. Election and Term. Except for the ex-officio officer, officers shall be elected at the first regular meeting of the Board following the annual meeting of the Members of the Association and at such other times as may be required to fill vacancies in any office. Except for the ex-officio officer, officers shall serve a term of (1) year and until their successors have been elected and qualified, unless they sooner resign, or are sooner removed, or otherwise disqualified to serve. An officer may be re-elected to any number of terms.

4. President. The President shall be the chief executive officer of the Association. The President shall: preside at all meetings of the Association and Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes. Further, the President shall have all of the general powers and duties which are usually vested in a corporate president and as may be provided by the Articles of Incorporation, the Declaration, these Bylaws and the law.

5. Vice-President. The Vice President shall take the place and perform the duties of the President whenever the President shall be temporarily absent or unable to act for a period of up to sixty (60) days. The Vice-President shall also perform such other duties as shall from time to time be imposed by the Board and as may be provided by the Articles of Incorporation, the Declaration, these Bylaws and the law.

6. Secretary. The Secretary shall prepare and keep, or cause to be prepared and keep, the minutes and the votes of all meetings of the Members and the Board; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board and as may be provided by the Articles of Incorporation, the Declaration, these Bylaws and the law.

7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all promissory notes of the Association; shall prepare an annual budget, a statement of income and expenditures; keep proper financial records and books of account belonging to the Association; and shall perform such other duties as required by the Board and as may be provided by the Articles of Incorporation, the Declaration, these Bylaws and the law.

8. Member-at-Large Officer. The Member-at-Large Officer shall perform the duties and responsibilities as set forth by the President, as well as provide support and assistance to the other officers of the Board as determined by the Board.

9. Ex-Officio. A past president may, by invitation only from the Board, serve as the Ex-Officio officer. The Ex-Officio officer shall have no voting authority or rights on Board matters. The term of the Ex-Officio officer shall correspond with the term of the seated President at the time of the invitation. The role of the Ex-Officio officer is advisory in nature and to provide institutional knowledge to and for the benefit of the Board.

10. Compensation. No officers may receive compensation, but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.



11. Removal, Resignation and Vacancies. Notwithstanding the above references to terms, all officers shall hold office at the pleasure of the Board and any officer may be removed from office by the Board whenever, in its judgment, the best interests of the Association will be served thereby. Any officer may be removed from office with or without cause, by a majority of the remaining directors. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of 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. A vacancy in any office may be filled by appointment or election by the Board, in its discretion. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

12. Committees. The Board may appoint such committees as it deems appropriate in carrying out its duties. Each such committee shall serve at the pleasure of the Board and each Member serving shall at all times be In Good Standing.

13. Checks and Payment. A check may be signed by or payment may be made upon written approval by any two of the following officers: President, Vice-President, Secretary and Treasurer; provided, however, that during any time of a Secretary-Treasurer, that person and office shall count as only one officer. The foregoing notwithstanding, for sums less than \$500.00, the Treasurer may unilaterally sign or make payment without the need for a second co-signing officer or the approval of a second officer. Payments may also be made as provided in Section 3 of Article VII below.

## **ARTICLE VII FINANCES**

1. Fiscal Year. The fiscal year of the Association shall be determined by the Board, in its sole discretion and from time to time. As of the date hereof, the fiscal year shall run concurrent with the calendar year (January 1 - December 31).

2. Accounts. The Board shall maintain on behalf of the Association such checking and/or savings accounts with such banks or like institutions deemed proper and necessary by the Board. All funds of the Association shall be promptly deposited in one of said accounts.

3. Payments. The Board shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval by the Board unless the Board shall otherwise direct. Emergency and/or unapproved expenditures shall be reviewed and approved by a majority of the Board before payment is made.

## **ARTICLE IX LIABILITY AND INDEMNIFICATION**

1. Liability of the Association. No Member shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

*Gift Plantation Homeowners Association, Inc. is a nonprofit corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association that represented by the assessments payable by the Member.*

2. Liability of Directors and Officers. No director, officer or committee member of the Association shall be liable to any Member for any decision, action or omission made or performed by such director, officer or committee member in the course of his duties unless such director, officer or committee member acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Articles of Incorporation, the Declaration or these Bylaws.

3. Indemnification of Directors and Officers. The Association shall indemnify and defend each director, officer and committee member of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a director, officer or committee member of the Association, if all of the following conditions are satisfied:

a. such director, officer or committee member is not required to bear such liability by the terms of the Articles of Incorporation, Declaration, these Bylaws or the law;

b. such director, officer or committee member gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and

c. such director, officer or committee member cooperates with the Association in defending against the claim.

The expense of indemnifying a director, officer or committee member shall be a common expense and shall be borne equally by all the Members, including such director, officer or committee member.

## **ARTICLE X BOOKS AND RECORDS**

The corporate books, records and papers of the Association shall be available for reasonable inspection by the Members at all reasonable hours. Copies may be purchased at reasonable cost as determined by the Board.

## **ARTICLE XI AMENDMENTS**

These Bylaws may be amended or repealed and/or new Bylaws adopted upon the approval of a majority of the eligible Members vote present, in person or by proxy.

**ARTICLE XII  
MISCELLANEOUS**

1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of his identity and the date upon and the manner in which title was acquired. The Association shall maintain a record of the names and addresses of all Members and of the dates upon which they acquired title to their Lots.

2. Notices, Advanced Technology, Meetings and In-Person. Any reference to in these Bylaws to notice, meeting, attendance, voting, quorum, “in person”, present, presence or words of similar import as it relates to meeting, voting or quorum, which shall include, without limitation, being present and/or attending by Other Means, shall be hereby revised to conform to Article 14 of the Declaration, even if any such references are not specifically amended by this Amendment. Further, any reference in these Bylaws to printed, mailed, sent, distributed, delivered or words of similar import shall include and be satisfied by the use of Acceptable Technological Means. With regard to the Board of Directors, if the Bylaws or Governing Documents also permit notice for a meeting by other verbal or audio means, such means shall be in addition, not in limitation, to Article 14 of the Declaration.

3. Waiver. No provision of the Bylaws or the rules and regulations shall be deemed to have abrogated or waived by reason or any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

4. Conflicts. In the event of any conflict between the Bylaws and the Declaration, the Declaration shall control.

5. Severability. The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

6. Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Bylaws or the intent of any provision.

7. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine and the, neutral, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

8. Rules of Order. All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

*Signatures on next pages.*



**EXHIBIT 1**

**CERTIFICATION**


Personally appeared before me, the undersigned, who being duly sworn, allege and state as follows:

1. I am the duly elected President of Gift Plantation Homeowners Association, Inc., over eighteen (18) years of age and competent, and make this certification on personal knowledge.

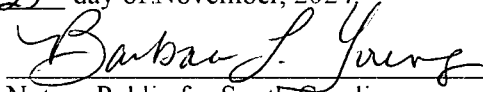
2. At a duly held meeting, the foregoing Restated and Amended Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Gift Plantation and Restated and Amended By-Laws of Gift Plantation Homeowners Association, Inc., to which this Exhibit 1 is attached, was put to a vote of the Owners/Members. The required quorum was present and the same were approved by the requisite number of Owners/Members.

3. I have certified, and am hereby certifying, the vote of the Owners/Members of Gift Plantation Homeowners Association, Inc. to have been as stated herein.

FURTHER THE AFFIANT SAYETH NOT.

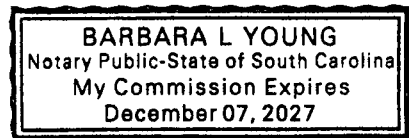
  
Edward E. Cadmus, III

SWORN and subscribed to before me this  
23<sup>rd</sup> day of November, 2024.

  
Notary Public for South Carolina

Printed Name of Notary: Barbara L. Young

My Commission Expires: December 7, 2027



# RECORDER'S PAGE



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SIMONS & DEAN ATTY AT LAW  
 147 WAPPOO CREEK DR  
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GIFT PLTN HOA

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**RECIPIENT:**

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