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STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
) DECLARATION OF COVENANTS
) CONDITIONS AND RESTRICTIONS FOR
 COUNTY OF CHARLESTON) ANGEL PLANTATION SUBDIVISION

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Angel Plantation Subdivision," dated March 24, 2016, and recorded on March 24, 2016, in Book 0542, Page 945, in the Office of the RMC for Charleston County ("Original CCRs"), MJF, LLC a South Carolina limited liability company, as Declarant, placed certain covenants, conditions, and restrictions upon certain property known as Angel Plantation, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Original CCRs state that the Declarant can amend the Original CCRs at any time; and

WHEREAS, the Declarant has determined to adopt and record the within First Amended and Restated Declaration of Covenants, Conditions, and Restrictions by setting its hand and seal as of this 19th date of April, 2018.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that undersigned MJF, LLC, a South Carolina limited liability company, hereby covenants and agrees on behalf of all the Owners in Angel Plantation, and their successors, heirs, assigns, and successors in title as follows:

WITNESSETH:

WHEREAS, the Property is known as Angel Plantation subdivision; and

WHEREAS, the Declarant desires to accomplish the following objectives for its benefit and the benefit of owners of property in Angel Plantation by the imposition of the covenants, conditions, restrictions and easements set forth herein:

- (a) to maintain the value and rural character and integrity of Angel Plantation subdivision;
- (b) to preserve the quality of the natural character of Angel Plantation subdivision;
- (c) to prevent any owner or any other person from building or carrying on any other activities in Angel Plantation subdivision to the detriment of any other owner in Angel Plantation; and

NOW THEREFORE, the Declarant hereby declares that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subordinate and subject to the following easements, restrictions, covenants, and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Property and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with the title to the Property and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases, takes, or holds any interest to the Property subject to this Declaration.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Angel Plantation Homeowners Association, an unincorporated association which shall be managed by the Owners. A non-profit corporate charter may be obtained but is not required to be obtained by the Association.

Section 2. "Bylaws" shall mean the Bylaws of Angel Plantation Homeowners Association, attached hereto and incorporated herein by reference as Exhibit B. Any actions of the Board of Directors of the Association authorized by the Bylaws or delegated to the Board of Directors of the Association by the Bylaws shall be deemed to be authorized by or delegated to the Association for so long as the Association is managed by its Owners rather than by an incorporated association with a Board of Directors.

Section 3. "Common Area" shall mean and refer to all portions of Angel Plantation subdivision that are not contained within the boundaries of an individually owned Lot.

Section 4. "Declarant" shall mean and refer to MJF, LLC, a South Carolina limited liability company, its successors and assigns.

Section 5. "Declarant Control Period" shall mean the period of time lasting until Declarant shall have sold 80% of the property subject to this Declaration.

Section 6. "Lot" shall mean and refer to any portion of the Property subdivided from the Property by Declarant and intended for sale and ownership and use by a third party Owner.

Section 7. "Member" shall mean and refer collectively to the record Owner of a Lot as a Member of the Association.

Section 8. "Occupant" shall mean and refer to any person occupying any portion of a Lot with the express permission of the Lot Owner. Such persons can be tenants under a valid lease, or an Owner's or Occupant's permitted guests.

Section 9. "Owner" shall mean and refer collectively to the record Owner of a Lot, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 10. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein by reference, and such additions thereto as may hereafter be submitted to this Declaration.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to adopt rules and regulations for the use of any Common Areas;
- (b) the right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Two-thirds (2/3) of the Owners has been recorded.
- (d) The right of the Association to assess and levy fines and penalties for failure of Owners to comply with this Declaration or for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for private, single-family agricultural residential purposes only, which may include the raising, breeding, showing, boarding, sale, and training of horses and any other collateral commercial uses related thereto that have a substantial nexus with the raising, breeding, showing, boarding, sale and training of horses. No building shall be erected, altered, placed or permitted to remain on any Lot other than the following: 1) one single-family dwelling; 2) one Accessory Unit, which can be a guest house, dependency, caretaker quarters, or similarly used living space; and 3) agricultural out-buildings, such as garages, storage sheds, barns, and stables. For purposes of this Section 1, one residential apartment or loft with no greater than 1,200 square feet of living space shall be permitted on the second story of a barn building. The barn apartment or loft is in addition to the Accessory Unit contemplated under item 2 hereof.

No retail, commercial, or industrial use shall be permitted on any portion of the Property except for the generally accepted practices for farming and agriculture, and for raising, breeding, showing, boarding, sale, and training of horses and any other collateral commercial uses related thereto. Home offices shall be allowed provided such home offices do not create significant traffic within the Property and provided that the existence of the home office involves only limited visitation of a Lot by employees, clients, and customers. Further, activities conducted from any home office shall not be apparently detectable by sight, sound, vibration, or smell from the exterior of a Lot.

No mining activities shall be allowed on any Lot. The prohibition against mining activities shall specifically include a prohibition against any pond installation on any Lot where such pond installation would require a mining permit.

Any pond installation, regardless of whether it shall require a mining permit, shall require the express written approval of Declarant during the Declarant Control Period, or the Architectural Review Board ("ARB") as more particularly defined in Item VII of this Declaration, after the expiration of the Declarant Control Period. An Owner shall submit a written application for pond approval to Declarant or the ARB, as appropriate, which shall include plans for grading and elevations to ensure proper runoff. Declarant or the ARB, as appropriate, shall have Ten (10) business days after the application is submitted to approve or deny the application. The Declarant's or the ARB's decision, as appropriate, shall be final and non-appealable, and the Declarant or the ARB, as appropriate, shall be entitled to impose restrictions on the size and scope of such pond installation in the Declarant's or the ARB's sole discretion. The Declarant or the ARB may also require an Owner to deposit funds in escrow with the Declarant or the ARB, as appropriate, to be used for restoration of the roads and Common Areas that may be damaged during the pond installation. It shall be the Owner's responsibility to restore any roads or Common Areas to their the condition they were in prior to such pond installation.

Section 2. Billboards and Signs. No advertising, signs, or billboards shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs temporary in nature for selling Lots. The provisions of this Article shall not apply to legal notices posted in connection with judicial or foreclosure sales. Notwithstanding the foregoing, each Lot may contain one sign at the entrance to the Lot no larger than Two (2') feet in height and Three (3') in length that contains the family name or farm name for the family or farm on that Lot. Any such entrance sign may not be lit except by standard landscape lighting. Any such sign and lighting are at all times subject to ARB approval for the design and installation thereof.

Section 3. Minimum Home and Accessory Unit Size Requirements. No single-family detached residence shall be erected on any Lot that contains less than 1,750 square feet of enclosed living space. Accessory Units shall have no minimum square footage requirements.

Section 4. Mobile Homes Prohibited. No mobile homes shall be allowed on any Lot. Modular construction of a single-family home shall be allowed, provided it meets the requirements of current building codes as a stick-built home, and provided that at no time was such modular home issued with a VIN or required to be de-titled to change its character from personal property to real property.

Section 5. Nuisance. No noxious or offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any Owner. No Owner shall engage in any activity that will produce excessive noise that can be heard within other homes or which otherwise disturbs the peace and tranquility of the neighborhood.

Section 6. Horses, Livestock and Other Animals. Horses may be raised or kept on any Lot. Horses, livestock, and other animals, including household pets, must not constitute a nuisance to other Owners. The raising, breeding, showing, boarding, sale, or training of horses and uses related

thereto shall not be considered a nuisance absent extraordinary impact of such activities on neighboring Lots. All owners of animals are expected to control their animals so that the peace and tranquility of the neighborhood is preserved. No commercial dog kennels shall be located on any Lot.

Section 7. Tree Removal. No live oak trees having a diameter of Six (6) inches or more (measured from a point Two (2) feet above the ground level) shall be removed from any Lot. Any Owner removing a tree in violation of this provision shall replace such removed tree with one of comparable size at the Owner's cost. Any and all tree removal shall be conducted in accordance with the rules and regulations for same imposed by Charleston County or any other applicable governmental body having jurisdiction over such matters.

Section 8. Resubdivision and Replatting. No Lot shall contain fewer than Eight (8) acres without the express written consent of Declarant. Declarant and its successors and assigns shall at all times have the right to re-subdivide and re-plat the Property or any of the Lots to which it has fee simple ownership. Each Lot Owner shall be responsible for complying with all jurisdictional guidelines to ensure agricultural zoning for their Lot. Each Lot must qualify for agricultural zoning.

Section 9. Prohibited Vehicles. No tractor trailers, school buses, mobile homes, or junked vehicles shall be permitted on any Lot. The term "junked vehicles" shall include a vehicle that is stripped, partially wrecked, unlicensed, defectively licensed, disabled, or otherwise inoperable. Further, no habitable motor vehicles such as mobile homes, campers, or RVs shall be allowed to be used for permanent dwelling purposes nor for temporary dwelling purposes for any period of time longer than two weeks. When not in use, campers and RVs must be stored inside an enclosed garage or barn outbuilding on a Lot.

Section 10. Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines required by Charleston County or any other such governmental body having jurisdiction over such matters. Notwithstanding the foregoing, no building or other structure shall be erected on any Lot which shall be located within One Hundred (100') feet of the front Lot boundary line; nor within Fifty (50') feet of any side Lot boundary line; nor within Fifty (50') feet of any rear Lot boundary line.

Section 11. Pools. Swimming pools shall be allowed in Angel Plantation, but no Lot may contain an above-ground pool.

Section 12. Fences. No fences around the boundary of any Lot shall be erected within the subdivision using hog wire, chicken wire, chain link, or barbed wire. All fences must be approved by the Architectural Review Board prior to installation.

Section 13. Entrance Gate. Access to all Lots in Angel Plantation shall be through the main entrance gate installed by Declarant. Each Lot Owner is responsible for the conduct of any person entering the gate with the permission of such Lot Owner. Any damages to the entrance gate by any Lot Owner or a Lot Owner's permitted tenants, licensees, invitees, or permitted agents and contractors shall be the sole financial responsibility of that Lot Owner.

Section 14. Sewage System. Sewage disposal shall be through septic systems for each Lot, as

approved by local and state authorities having jurisdiction over same.

Section 15. Water System. Water shall be provided through private wells for each Lot, as approved by local and state authorities having jurisdiction over same.

Section 16. Completion of Construction. The Declarant shall have the right to take action, whether at law or in equity, to compel the immediate completion of any residence not completed within Eighteen (18) months from the date of commencement of construction.

Section 17. Declarant Control Period / Homeowners Association. Until such time as Declarant has sold 80% of all the property subject to this Declaration, or upon the transfer of Declarant of its rights as Declarant to a successor, Declarant shall have the sole and exclusive power to enforce these restrictive covenants by action at law or equity. After Declarant conveys ownership of 80% of all property subject to this Declaration to new Owners, the Declarant's Control Period shall terminate and the Owners shall collectively run and manage the affairs of Angel Plantation Homeowners Association.

ARTICLE IV EASEMENTS

Section 1. Right of Way Easement. Declarant hereby declares for itself and for any Owner of any Lot a right of easement for ingress, egress, and regress over and across the roadway designated as "Existing Farm Road" also known as "Breakaway Trail" on Exhibit A attached hereto and incorporated herein by reference. Such easement shall be for access to and from any Lot within Angel Plantation subdivision.

Section 2. Utility Easements. Declarant reserves the right to dedicate easements for utilities over and across any of the Lots or rights of way in the Property prior to the sale of a Lot to a third party Owner.

Section 3. Declarant's Easements. Declarant reserves blanket easements and the right to grant such specific easements over the Property, including all Lots and rights of way, as may be necessary in conjunction with the orderly development of the Property, including without limitation the planning, construction, marketing, leasing, management and maintenance of improvements for use, enjoyment, access, construction and maintenance of public or private utilities and storm drainage (whether subsurface or surface). Declarant specifically reserves the right to grant additional easements over additional roadways within the Property. Declarant also specifically reserves the right to reconfigure and relocate any roads within Angel Plantation in Declarant's sole discretion on property owned by Declarant.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have only one class of voting membership.

Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) a capital contribution upon the purchase of a Lot; all such assessments and capital contributions to be established and collected as hereinafter provided. The annual and special assessments, together with late fees and interest at Eight (8%) percent per annum, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, which shall be given the broadest possible interpretation. Assessments are also specifically for: a) the improvement and maintenance of the Common Areas, buffer areas, fences, trails, walkways, or equipment located with the Common Areas; b) maintaining, replanting and/or improving any planter islands located within the right-of-way of any road in the Property; c) scraping, grading, striping, repaving and maintenance of any road in the Property; d) landscaping installation and maintenance of the Common Areas; e) lighting in the Common Areas; and f) purchasing equipment for the Common Areas.

- (a) Declarant shall bear the initial cost of any roadway development and installation of roadways within Angel Plantation subdivision. Each Owner shall share equally all costs for the routine maintenance of any roadways designated by the Declarant on the land contained in Exhibit A attached hereto and incorporated herein by reference, and for any reconfiguration thereof, or for any additional roadways that Declarant may dedicate to the Owners as rights of way for ingress, egress and regress to and from any Lot in the subdivision. Charleston County is not responsible for nor obligated to maintain the roadway or any ingress-egress-regress easements within the Property.
- (b) Declarant shall bear the cost for the installation of an entrance gate installed at the Property, provided such installation occurs prior to such time as Declarant has transferred its rights as Declarant to a successor. Each Owner shall share equally the

cost of and obligation to perform any and all routine maintenance, repair, and replacement of the entrance gate to the Property.

- (c) Declarant shall bear the cost for the installation of a community mailbox or bank of mailboxes or similar mail delivery receptacles to be used by all Owners in Angel Plantation, provided such installation occurs prior to such time as Declarant has transferred its rights as Declarant to a successor. Each Owner shall share equally the cost of and obligation to perform any and all routine maintenance, repair, and replacement of the community mailbox.

Section 3. Initial Annual Assessment. Until the Declarant or Board of Directors establishes a different annual assessment, the initial annual assessment shall be One Thousand Six Hundred Twenty-four and No/100 (\$1,624.00) Dollars per Lot, payable in semi-annual installments of Eight Hundred Twelve and No/100 (\$812.00) Dollars, with the first installment due on January 1 annually, and the second installment due on July 1 annually.

Section 4. Subsequent Annual Assessments. The Board of Directors, on behalf of the Association, shall have the authority and ability to review the annual budget for the Association for each calendar year and to make any appropriate adjustments to the annual assessment for each Lot. Notice of the new annual assessment for each calendar year shall be mailed to the Lot Owners at their address on file with the Association no later than Thirty (30) days before the due date for remitting the first semi-annual installment to the Association.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy on each Lot, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or for any other legitimate purpose of the Association not provided as a standard part of the Association's budget for that calendar year, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at an annual or special meeting duly called for this purpose.

Section 6. Capital Contribution Upon Purchase. Each Member shall, upon the purchase and closing of a Lot in Angel Plantation, pay to the Association a one-time capital contribution equal to Twenty Five percent (25%) of the annual assessment in place for the year in which the closing takes place. The capital contributions shall be held in a separate reserve account to be used for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or for any other legitimate purpose of the Association not provided as a standard part of the Association's budget for that calendar year. The Board of Directors shall have the authority to periodically review the capital contribution paid upon the purchase and closing of a Lot in Angel Plantation and make any adjustments to the capital contribution as they may deem appropriate in their sole discretion. Notice of any changes to the capital contribution shall be sent to the Owners at their address of record with the Association no fewer than Thirty (30) days before the effective date of the change to the capital contribution amount.

Section 7. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members not less than Fifteen (15) days nor more than Sixty (60) days in advance of the meeting. At the meeting, the presence of Members or of proxies entitled to cast Sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 9. Date of Commencement of Annual Assessments: Due Dates.

- (a) The annual assessments provided for herein shall commence upon the recording of this Declaration, except that no assessments shall be due on the account of any Lot owned by Declarant until the end of the Declarant's Control Period or such time as title is conveyed by Declarant to a third-party Owner, whichever is sooner.
- (b) Although Declarant shall not be obligated to remit annual assessments on Lots titled in its name until the end of the Declarant's Control Period, Declarant shall act as guarantor for an amount up to the annual assessment for each Lot titled in its name in the event that the Association has a deficit in a budget year that is caused by a shortfall in collections of annual assessments for Declarant's Lots.
- (c) The first annual assessment assessed against each Lot shall be pro-rated as of the number of calendar days remaining in the year in which title to that Lot transfers from Declarant to a third-party Owner.
- (d) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or its authorized Manager setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association or its Manager as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment or semi-annual installment thereof not paid within Thirty (30) days after its due date shall be subject to a Late Charge in the amount of Fifty and No/100 Dollars (\$50.00), The unpaid assessment shall also bear interest from the date of delinquency at a rate of Eight (8.0%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or an action in equity to foreclose the lien against the property. Any and all late fees, interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for

herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, which shall act as the Architectural Review Board ("ARB") during the Declarant's Control Period, or by the Board of Directors of the Association, which shall become the Architectural Review Board after the end of the Declarant's Control Period. The ARB may appoint an architectural committee composed of Two (2) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within Forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Upon ARB approval, whether specific or implied due to passage of time, the Owner whose plans have been approved shall deposit with the Association the sum of Three Thousand and No/100 Dollars (\$3,000.00) per Lot as a Building Deposit. The Building Deposit may be used to restore any roads or Common Areas damaged by the Owner or his contractor during the building process. Any portion of the Building Deposit not so used to restore roads or Common Areas damaged during the building process will be refunded to Owner within Forty-five days following notice by Owner to the ARB that the building process is complete.

ARTICLE VIII NON-DEDICATION

The designated Common Areas are not hereby dedicated for the use of the general public but are dedicated to the common use and enjoyment of the Owners in Angel Plantation Homeowners Association.

ARTICLE IX RESTRICTIONS AGAINST INTERVAL OWNERSHIP

Section 1. No Lot or portion thereof may be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et. seq., S.C. Code (1976), as amended.

Section 2. No Lot or portion thereof may be owned by an entity whose individual partners or members or shareholders collectively use the Lot for any type of interval ownership such that an ownership interest in the title-holding entity would allow each such owner a pre-determined number of days of use or occupancy of the Lot.

Section 3. Notwithstanding the foregoing, nothing in this Article IX shall be deemed to prevent a Lot from being used as a short term rental property.

ARTICLE X
GENERAL PROVISIONS

Section 1. Application. All Owners of a Lot, their invitees, licensees, tenants, and permitted agents and contractors shall be subject to the provisions of this Declaration.

Section 2. Enforcement. Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any other Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, regardless of the number of enforcement violations that may have occurred.

Section 3. Severability. Invalidation of any one of these covenants, easements, and restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the Property constituting Angel Plantation subdivision, and shall inure to the benefit of and be enforceable by the Declarant or any other Owner for a period of Twenty-five (25) years from the date of recording of this instrument, and thereafter shall automatically renew for successive Ten (10) year periods unless at least two-thirds (2/3) of the Owners shall agree in writing not to renew this Declaration. Such non-renewal must be recorded in the public records for Charleston County in order for it to be binding.

Section 5. Assignment. The Declarant shall have the right to assign to any one or more persons, firms, corporations, partnership, or associations any and all rights, powers, duties, easements, and estates reserved or given to the Declarant in this Declaration. Following the transfer by Declarant of all rights, powers, duties, easements, and estates to a successor, if MJF, LLC owns any acreage or Lots in Angel Plantation, then MJF, LLC shall be an Owner with all rights of an Owner in Angel Plantation, and shall no longer have any rights, powers, or duties as Declarant.

Section 6. Amendment by Declarant. This Declaration can be amended by Declarant at any time while Declarant owns any portion of the Property subject to this Declaration. Such amendment can be for any reason, including the addition of substantive items, the correction of typographical errors, or the addition of provisions required by any governmental authority, institutional or governmental lender, insurer or purchaser of mortgage loans such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, or the Federal Housing Administration.

Section 7. Amendment by Owners. In addition to the amendments by Declarant set forth above, this Declaration may be amended at any time by an instrument signed by the Owners of not less than two-thirds (2/3) of the total acreage in the Property, provided, however, that so long as Declarant

owns any Lot or acreage in the subdivision, no amendment shall be valid unless agreed to in writing by Declarant.

Section 8. Gender and Number. All words used in this Declaration will be construed to be of such gender or number as the circumstances require.

Section 9. Headings. The headings of sections in this Declaration are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Declaration.

Section 10. Deed Acceptance Binding on Grantee. By acceptance of a deed conveying title to a Lot within the Property of Angel Plantation subdivision by a grantee under such deed, such grantee agrees for itself and its successors in title to be bound by the terms of this Declaration regardless of whether a reference to this Declaration is included in the deed.

Section 11. Governing Law. This Agreement will be governed by the laws of the State of South Carolina without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the Declarant has set its hand and seal to this Declaration on this 19TH day of April, 2018.

WITNESS:

DECLARANT:

MJF, LLC, a South Carolina limited liability company

[Signature]
Witness #1 sign here

G. Francis Hills (seal)
By: G. Francis Hills, Member/Manager

[Signature]
Witness #2 sign here

Judith E. Hills (seal)
By: Judith E. Hills, Member/Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The execution of the foregoing Declaration was acknowledged before me this 19TH day of April, 2018, by MJF, LLC, a South Carolina limited liability company by G. Francis Hills and Judith E. Hills, its duly authorized Members/Managers, as its act and deed.

[Signature]
Notary Public for South Carolina
My commission expires: 12-21-2019



Exhibit A
Property Submitted to Declaration

Parcel 1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island, in the County of Charleston, State of South Carolina, and containing approximately 42.00 acres, more or less, as follows: all that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing 50.544 acres, 2,201,889 square feet, as more particularly shown on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County;

LESS AND EXCEPTING that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 1, containing 8.004 acres, as more particularly shown on that certain plat entitled, "A BOUNDARY SURVEY AND SUBDIVISION OF THE LANDS OF MJF, A S.C. LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA," by Robert Frank Surveying, dated April 5, 2011, revised April 18, 2011, and recorded April 22, 2011, in Plat Book S11 at Page 0083 in the RMC Office for Charleston County.

ALSO LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-001 and reconfigured to become part of that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County (TMS # 316-00-00-005).

TMS # 316-00-00-001

Parcel 2

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing approximately 75 acres as follows: All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing 93.303 acres, 4,064,274 square feet, all as more particularly shown on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County;

LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-006 and added to Lot 4 as more particularly shown on that certain plat entitled, "PLAT SHOWING THE PROPERTY LINE ADJUSTMENT BETWEEN LOT 4 AND TMS No. 316-00-00-006 TO MAKE LOT 4 A 16.000 ACRE TRACT, OWNED BY MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP, LOCATED ON JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 28, 2007, and recorded August 31, 2007, in Plat Book EK, at Page 981, in the Office of the RMC for Charleston County;

ALSO LESS AND EXCEPTING that certain piece, parcel, or lot of land containing 8.00 acres and shown and designated as Lot 5 on that certain plat entitled, "A BOUNDARY SURVEY AND SUBDIVISION OF LOT 5 FROM THE LANDS OF MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," by Robert Frank Surveying dated May 6, 2008, revised May 20, 2008, and recorded May 23, 2008, in Plat Book DG at Page 015, in the RMC Office for Charleston County. (TMS # 316-00-00-160)

ALSO LESS AND EXCEPTING that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing approximately 8 acres, as more particularly shown as Lot 6 on that certain plat entitled "A BOUNDARY SURVEY AND PROPOSED SUBDIVISION OF LOT 6 FROM THE LANDS OF MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by Robert Frank Surveying, dated April 30, 2014, and recorded June 27, 2014, in Plat Book S14 at Page 0123 in the Office of the RMC for Charleston County. (TMS # 316-00-00-169)

ALSO LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-006 and reconfigured to become part of that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County. (TMS # 316-00-00-005)

TMS # 316-00-00-006

Parcel 3

All certain piece, parcel, or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County.

TMS # 316-00-00-005

Parcel 4

All that certain piece, parcel, or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 2 Angel Plantation, containing 8.00 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated March 10, 2016, revised April 7, 2016, and recorded April 22, 2016, in Plat Book L16 at page 0185 in the RMC Office for Charleston County.

TMS # 316-00-00-170

Right of Way for Ingress, Egress, and Regress

All that certain roadway designated as "Existing Farm Road" on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County. A portion of said roadway also being shown by the name "Breakaway Trail" new 50' ingress-Egress / Utility Easement as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County.

Note to Title Abstractors: All parcels submitted to this Declaration being a portion of the property conveyed to MJF, a South Carolina Limited Partnership, by deed of HOH, a Limited Partnership, dated February 27, 1995, and recorded April 14, 1995, in Deed Book K254 at Page 509 in the Office of the RMC for Charleston County; Subsequently, MJF, a South Carolina Limited Partnership, was converted to MJF, LLC, a South Carolina limited liability company, as evidenced by the Articles of Conversion filed in the Office of the Secretary of State for South Carolina on July 25, 2013, with reference being craved to that certain Affidavit filed on August 26, 2013, in Book 0356 at page 120 in the Office of the RMC for Charleston County; and also being a portion of the property conveyed to MJF, a South Carolina Limited Partnership, by deed of HOH, a Limited Partnership, dated February 28, 1995, and recorded April 14, 1995, in Deed Book K254 at Page 497 in the Office of the RMC for Charleston County; Subsequently, MJF, a South Carolina Limited Partnership, was converted to MJF, LLC, a South Carolina limited liability company, as evidenced by the Articles of Conversion filed in the Office of the Secretary of State for South Carolina on July 25, 2013, with reference being craved to that certain Affidavit filed on August 26, 2013, in Book 0356 at page 120 in the Office of the RMC for Charleston County.

Exhibit B
BY-LAWS
OF
ANGEL PLANTATION HOMEOWNERS ASSOCIATION

ARTICLE I
IDENTITY

Name and Location. The name of the Association is Angel Plantation Homeowners Association, an unincorporated association which shall be managed by the Owners (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 632 Jennys Road, Fairfax, SC 29827, but meetings of Members and directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Angel Plantation Homeowners Association, an unincorporated association which shall be managed by the Owners. A non-profit corporate charter may be obtained but is not required to be obtained by the Association.

Section 2. "Bylaws" shall mean these Bylaws of Angel Plantation Homeowners Association. Any actions of the Board of Directors of the Association authorized by the Bylaws or delegated to the Board of Directors of the Association by the Bylaws shall be deemed to be authorized by or delegated to the Association for so long as the Association is managed by its Owners rather than by an incorporated association with a Board of Directors.

Section 3. "Common Area" shall mean and refer to all portions of Angel Plantation subdivision that are not contained within the boundaries of an individually owned Lot.

Section 4. "Declarant" shall mean and refer to MJF, LLC, a South Carolina limited liability company, its successors and assigns.

Section 5. "Declarant Control Period" shall mean the period of time lasting until Declarant shall have sold 80% of the property subject to the Declaration.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the RMC for Charleston County, as the same may be amended from time to time.

Section 7. "Lot" shall mean and refer to any portion of the Property subdivided from the Property by Declarant and intended for sale and ownership and use by a third party Owner.

Section 8. "Member" shall mean and refer collectively to the record Owner of a Lot as a

Member of the Association.

Section 9. "Occupant" shall mean and refer to any person occupying any portion of a Lot with the express permission of the Lot Owner. Such persons can be tenants under a valid lease, or an Owner's or Occupant's permitted guests.

Section 10. "Owner" shall mean and refer collectively to the record Owner of a Lot, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property.

Section 11. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein by reference, and such additions thereto as may hereafter be submitted to the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held in the month of January in the year following the sale of the last Lot owned by Declarant to a third party purchaser. Each subsequent regular annual meeting of the Members shall be held in the same month of the year thereafter, at a time to be designated by proper notice to the Members. Declarant shall act as the initial Board of Directors until the end of the Declarant Control Period as defined in the Declaration. The first annual meeting following the expiration of the Declarant Control Period as defined in the Declaration shall include the election of the Board of Directors.

Annual meetings may be conducted by a combination of in-person attendance, validly executed proxy, and telephone conference or any such other means of communication by which all Owners can hear each other and participate audibly and simultaneously during the meeting. A proxy designation, however, is only valid if the designated proxy holder attends the meeting in person. The Secretary shall conduct a roll call prior to the commencement of the meeting to determine the attendance by telephone and in person and by proxy of each Owner such that a clear list of Owners attending is compiled prior to the conduct of any business. The Secretary's roll call and list of Owners attending shall be deemed valid for purposes of establishing a quorum for the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote at least one-half (½) of all the votes of the Association.

Special meetings may be conducted by a combination of in-person attendance, validly executed proxy, and telephone conference or any such other means of communication by which all Owners can hear each other and participate audibly and simultaneously during the meeting. A proxy designation, however, is only valid if the designated proxy holder attends the meeting in person. The Secretary shall conduct a roll call prior to the commencement of the meeting to determine the attendance by telephone and in person and by proxy of each Owner such that a clear list of Owners attending is compiled prior to the conduct of any business. The Secretary's roll call and list of Owners attending shall be deemed valid for purposes of establishing a quorum for the meeting.

Section 3. Notice of Meetings. Unless otherwise stated in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least Fifteen (15) days before such meeting to each Member entitled to vote thereon, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice may also be delivered by overnight carrier, such as Federal Express or UPS, so that a tracking notice is capable of being issued to confirm delivery of the meeting notice contained in the overnight package. Any notice given hereunder shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting in person or by proxy or by telephone conference call of Members entitled to cast one-half (1/2) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot, or upon such earlier time as may be specifically stated in the proxy.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Three (3) directors, who shall be Members of the Association.

Section 2. Term of Office. At the first annual meeting following the end of the Declarant Control Period, the Members shall elect One (1) directors for a term of One (1) year, and Two (2) directors for a term of Two (2) years; and, at each annual meeting thereafter, the Members shall elect for a term of Two (2) years the number of directors whose terms are expiring. Directors appointed by Declarant shall serve until removed or until the first regular meeting.

Section 3. Removal. Any director may be removed by the Board, with or without cause, or by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be elected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the unanimous written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. After the end of the Declarant Control Period, nomination for election to the Board of Directors shall be made by such procedure approved by the Board of Directors. Nominations may also be made from the floor at the first regular annual meeting following the end of the Declarant Control Period, and at any annual meeting thereafter.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Following the end of the Declarant Control Period and the election of the first Board of Directors, regular meeting of the Board of Directors shall be held every Six (6) months, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time of the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than Three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Method of Conducting Meetings. Participation by directors at any Board meeting is permitted by conducting the meeting through the use of any means of communication by which all Board Members can hear one another simultaneously during the meeting, including but not limited to telephone conference call. A Board Member participating in a meeting by such a means of communication is deemed to be present at the meeting for purposes of quorum and voting. At any Board meeting held by such a means of communication, the Secretary shall conduct a verbal roll call of Board members prior to the commencement of the meeting to determine the presence of each Board member either in person or by audible means of communication, and shall document the verbal roll call of Board members by creating a written list of Board members attending as part of the minutes of each such Board meeting.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their Occupants, guests, invitees, and licensees thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed Sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;
- (d) contract for the management of the Association and to delegate to a professional management company ("Manager") all powers and duties of the Association except those required under the Declaration or these Bylaws to have the approval of the Board or the Association. Such Manager shall be a bona fide business enterprise or person which manages or has managed common interest or similar residential properties, and which is a licensed property manager in the State of South Carolina;
- (e) enter into contracts on behalf of the Association, including the engagement of other professionals such as attorneys and accountants, and specifically for the maintenance and repair of Common Elements;
- (f) declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from Three (3) consecutive regular meetings of the Board of Directors;
- (g) create and approve the annual budget and set the amount of the annual assessment for the Association each year, which annual assessment shall be paid in semi-annual installments by the Owners;
- (h) collect the assessments from the Owners, deposit sums into the Association's bank accounts, and use the funds to carry out the administration of the Regime;
- (i) set the amount of any special assessments deemed necessary by the Board. Any special assessment in excess of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) in any given calendar year shall require the approval of a majority of the Owners;
- (j) fix, impose, and collect penalties for violation of these Bylaws and the Rules and Regulations of the Association; and
- (k) enforce by legal means the provisions of the Master Deed, Bylaws, and Rules and Regulations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;
- (b) supervise all officers, agents managers, and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least Thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least Thirty (30) days in advance of each annual assessment period;
 - (3) authorize liens to be filed against Owners for unpaid assessments; and
 - (4) foreclose the lien against any property for which assessments are not paid within Thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer or manager to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. A reasonable charge may be made by the Board or the manager for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and casualty insurance on the Property and Common Areas as needed and as may be required in the Declaration;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as may be required in the Declaration;
- (g) cause the Common Areas to be maintained, including: a) the improvement and maintenance of the Common Areas, buffer areas, fences, trails, walkways, community docks, or equipment located with the Common Areas; b) maintaining, replanting and/or improving any planter islands located within the right-of-way of any road in the Property; c) scraping, grading, striping, repaving and maintenance of any road in the Property; d) landscaping installation and maintenance of the Common Areas; e) lighting in the Common Areas; and f) purchasing equipment for the Common Areas.
- (h) Open bank accounts on behalf of the Association and designate the signatories thereon; and
- (i) perform all other duties and responsibilities as provided in the Declaration.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Office. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. All officers shall at all times be Members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members or the annual appointment of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for One (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, President or 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, or as determined by the Board of Directors during the period of Declarant's control.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors; 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 promissory notes.
- (b) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of 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.

- (c) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such fund as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep proper books of account, cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; cause a full audit of the Association books to be made by a public accountant at the request of the Board of Directors or at least two-thirds of the Lot Owners; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. No Liability. No Director or officer of the Association shall be liable for acts, defaults, or neglects of any other Director or officer or Member or for any loss sustained by the Association or any Owner, unless the same shall have resulted from the Director's own willful or negligent act or omission.

Section 2. Indemnification. Every Director, officer, and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon such Director in connection with or resulting from any claim, action, suit, procedure, investigation, or inquiry as to whatever nature in which he or she may be involved as a party or otherwise by reason of being or having been a Director, officer or agent of the Association whether or not he or she continues to be such Director, officer or agent at the time of incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or gross neglect in the performance of duties. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

ARTICLE X COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration and in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII ASSESSMENTS

Section 1. General. As more fully provided in the Declaration, the annual and special assessments set out therein are secured by a continuing lien upon the property against which the assessment is made. Any assessments or any installment thereof which are not paid when due shall be delinquent. If an assessment or any installment thereof remains unpaid Thirty (30) days after the due date, a late charge of Fifty and No/100 Dollars (\$50.00) shall be added to it. The unpaid assessment or installment thereof shall also bear interest from the date of delinquency at a rate of Eight (8.0%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or an action in equity to foreclose the lien against the property. Any and all late fees, interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. 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 or her Lot.

Section 2. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board, according to the Declaration.

Section 3. Annual Assessment. The Board shall have the authority to review the annual budget and set the annual assessment against each Lot in an amount sufficient to balance the budget for that year. The Board's authority to adjust the annual assessment shall be perpetual and shall be allowed once in each calendar year.

Section 4. Special Assessments. The Board of Directors may levy on each Lot, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or for any other legitimate purpose of the Association not provided as a standard part of the Association's budget for that calendar year, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at an annual or special meeting duly called for this purpose.

Section 5. Capital Contribution. The Board of Directors shall have the authority to periodically review the capital contribution paid upon the purchase and closing of a Lot in Angel Plantation and make any adjustments to the capital contribution as they may deem appropriate in their sole discretion. Notice of any changes to the capital contribution shall be sent to the Owners at their address of record with the Association no fewer than Thirty (30) days before the effective date of the change to the capital contribution amount.

Section 6. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures affecting (i) the Property, (ii) the Lots, and (iii) the Common Areas, specifying and itemizing the common expenses incurred.

Section 7. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance, which in the opinion of the Board may constitute a lien against the Property or the Common Area, other than a lien against only a particular Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 8. Forbearance. The Association shall have no authority to waive the payment of assessments by any Owner.

ARTICLE XIII AMENDMENTS

Section 1. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. There is no requirement that any amendment to these By-Laws be recorded in the public records for Charleston County.

Section 2. Conflict. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date the Declaration is filed.

Section 2. Applicability of Documents to Lessees of a Lot. The Declaration, By-Laws, and other Rules and Regulations of the Association shall be applicable to any Occupant leasing a Lot and shall be deemed to be incorporated by reference into any lease for any Lot.

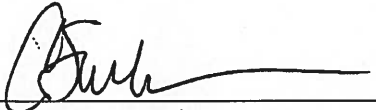
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, being the Declarant and organizer of the Angel Plantation Homeowners Association, Inc., has hereunto set its hand this 19TH day of April, 2018.

WITNESSES:

ANGEL PLANTATION HOMEOWNERS ASSOCIATION, INC.

By: MJF, LLC, a South Carolina limited liability company, as Declarant



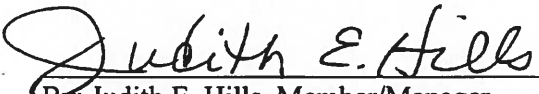
Witness #1 sign here



By: G. Francis Hills, Member/Manager (seal)



Witness #2 sign here

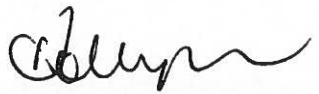


By: Judith E. Hills, Member/Manager (seal)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The execution of the foregoing Bylaws were acknowledged before me this 19TH day of April, 2018, by Angel Plantation Homeowners Association, Inc., by MJF, LLC, a South Carolina limited liability company, as Declarant, by G. Francis Hills and Judith E. Hills, its duly authorized Members/Managers, as its act and deed.



Notary Public for South Carolina
My commission expires: 12-21-2019



Exhibit A
Property in Angel Plantation

Parcel 1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island, in the County of Charleston, State of South Carolina, and containing approximately 42.00 acres, more or less, as follows: all that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing 50.544 acres, 2,201,889 square feet, as more particularly shown on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County;

LESS AND EXCEPTING that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 1, containing 8.004 acres, as more particularly shown on that certain plat entitled, "A BOUNDARY SURVEY AND SUBDIVISION OF THE LANDS OF MJF, A S.C. LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA," by Robert Frank Surveying, dated April 5, 2011, revised April 18, 2011, and recorded April 22, 2011, in Plat Book S11 at Page 0083 in the RMC Office for Charleston County.

ALSO LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-001 and reconfigured to become part of that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County (TMS # 316-00-00-005).

TMS # 316-00-00-001

Parcel 2

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing approximately 75 acres as follows: All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing 93.303 acres, 4,064,274 square feet, all as more particularly shown on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County;

LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-006 and added to Lot 4 as more particularly shown on that certain plat entitled, "PLAT SHOWING THE PROPERTY LINE ADJUSTMENT BETWEEN LOT 4 AND TMS No. 316-00-00-006 TO MAKE LOT 4 A 16.000 ACRE TRACT, OWNED BY MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP, LOCATED ON JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 28, 2007, and recorded August 31, 2007, in Plat Book EK, at Page 981, in the Office of the RMC for Charleston County;

ALSO LESS AND EXCEPTING that certain piece, parcel, or lot of land containing 8.00 acres and shown and designated as Lot 5 on that certain plat entitled, "A BOUNDARY SURVEY AND SUBDIVISION OF LOT 5 FROM THE LANDS OF MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," by Robert Frank Surveying dated May 6, 2008, revised May 20, 2008, and recorded May 23, 2008, in Plat Book DG at Page 015, in the RMC Office for Charleston County. (TMS # 316-00-00-160)

ALSO LESS AND EXCEPTING that certain piece, parcel or tract of land, together with the buildings and improvements thereon, if any, located on Johns Island in the County of Charleston, State of South Carolina, and containing approximately 8 acres, as more particularly shown as Lot 6 on that certain plat entitled "A BOUNDARY SURVEY AND PROPOSED SUBDIVISION OF LOT 6 FROM THE LANDS OF MJF, A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by Robert Frank Surveying, dated April 30, 2014, and recorded June 27, 2014, in Plat Book S14 at Page 0123 in the Office of the RMC for Charleston County. (TMS # 316-00-00-169)

ALSO LESS AND EXCEPTING that certain piece, parcel, or strip of land taken from TMS No. 316-00-00-006 and reconfigured to become part of that certain piece, parcel or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County. (TMS # 316-00-00-005)

TMS # 316-00-00-006

Parcel 3

All certain piece, parcel, or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 3, containing 15.800 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County.

TMS # 316-00-00-005

Parcel 4

All certain piece, parcel, or tract of land located on Johns Island in the County of Charleston, State of South Carolina, known as Lot 2 Angel Plantation, containing 8.00 acres, as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated March 10, 2016, revised April 7, 2016, and recorded April 22, 2016, in Plat Book L16 at page 0185 in the RMC Office for Charleston County.

TMS # 316-00-00-170

Right of Way for Ingress, Egress, and Regress

All that certain roadway designated as "Existing Farm Road" on that certain plat entitled "PLAT SHOWING THREE EXISTING TRACTS OF LAND KNOWN AS T.M.S. NO. 316-00-00-001; -005; -006 OWNED BY MJF A SOUTH CAROLINA LIMITED PARTNERSHIP LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," by George A.Z. Johnson, Jr., Inc., dated March 18, 2003, and recorded April 4, 2003, in Plat Book EG at Page 280 in the Office of the RMC for Charleston County. A portion of said roadway also being shown by the name "Breakaway Trail" new 50' ingress-Egress / Utility Easement as more particularly shown on that certain plat entitled, "A Boundary Survey and Subdivision of the Lands of MJF, A S.C. Limited Partnership Located on Johns Island Charleston County South Carolina," by Robert L. Frank, P.L.S. No. 4177, dated January 21, 2016, revised March 2, 2016, and recorded March 4, 2016, in Plat Book S16 at page 0115 in the RMC Office for Charleston County.

Note to Title Abstractors: All parcels submitted to this Declaration being a portion of the property conveyed to MJF, a South Carolina Limited Partnership, by deed of HOH, a Limited Partnership, dated February 27, 1995, and recorded April 14, 1995, in Deed Book K254 at Page 509 in the Office of the RMC for Charleston County; Subsequently, MJF, a South Carolina Limited Partnership, was converted to MJF, LLC, a South Carolina limited liability company, as evidenced by the Articles of Conversion filed in the Office of the Secretary of State for South Carolina on July 25, 2013, with reference being craved to that certain Affidavit filed on August 26, 2013, in Book 0356 at page 120 in the Office of the RMC for Charleston County; and also being a portion of the property conveyed to MJF, a South Carolina Limited Partnership, by deed of HOH, a Limited Partnership, dated February 28, 1995, and recorded April 14, 1995, in Deed Book K254 at Page 497 in the Office of the RMC for Charleston County; Subsequently, MJF, a South Carolina Limited Partnership, was converted to MJF, LLC, a South Carolina limited liability company, as evidenced by the Articles of Conversion filed in the Office of the Secretary of State for South Carolina on July 25, 2013, with reference being craved to that certain Affidavit filed on August 26, 2013, in Book 0356 at page 120 in the Office of the RMC for Charleston County.

Index legal per BOZ

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

JENSEN LAW FIRM
125-G WAPPOO CREEK DRIVE
CHARLESTON SC 29412

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Time:	12:06:02 PM	
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Elaine H. Bozman, Register Charleston County, SC		

MAKER:

MJF LLC

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# of References:			

RECIPIENT:

N/A

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Extra Reference Cost	\$ -
Extra Pages	\$ 26.00
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Chattel	\$ -
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