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**DECLARATION OF COVENANTS, CONDITI\_ONS\_,· AND. RESTRic7F s**

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**FOR PHASE** I .•

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**TRADITION AT.WILLB.ROO PLANTATION.** .

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Thj.s Declarati n of Covenants, Conditio.ns, and Restrictions is made this - day of December, 1·994,. by .CENTEX REAL ESTATE CORPORATION,.\_hereinaf er referred to as "CENTEX" ..

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WITNESS ET \_H:

WHEREAS, L.itchfield-·By-The-Sear a Joint Venture, organized unde1; ·the Uniforl)l Partnership· Act of South Caro.lina ( "Joint Venture"·) has· previously • imposed that certain • Declaration of Cove.nants and Restrictions of Willbrook Plantation Community J).ssociat'ion, ·Inc., as amended, dated April 16, 1987, and ·recorded May, 12, 1987, in Deed Book 246 at page·7S8, in the office of the Clerk of Court for Georgetown County, South Carol.ina, upon the . property described in Exhibit "A". attached heret\_o; and

.,,,

WHERE:AS,. Litchfield-By-The-Sea, ·a Joint Venture, organized under the Uniform P\_artnership Act of . South Carolina ( "Joint Venture•) has· previously• imposed that certain Declaration .of Special Covenants for the Willbrook Plantation Road Maintenance District Association, ·Inc·. recorded April 30, 1993 in Deed Book 518, at page 35; a!'ld Suppiemented in Deed.Book 525, at page 283,' office of the Clerk of Cqurt for Geor etown County, Sou.th.Carolina, upon .\_the· property described as Exhibit "A" attached her.etc; and

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WHEREAS, CENTEX intends by this Declaration to .\_impo e upon the

property additional mutually ·beneficial restrictions under a

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general plan\_ o\_f· improvem1mt for the benefit of all owners ;Jf

residential prbpert\_y within Tradition at Willbrook Plantation; <1nd

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\*\*\* re-,recorded to corr.ect error on.' Page 14..

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WHEREAS, CENTEX desires to provide a flexible and reasonable

procedure for. the overall development of the property a.nd to

establish a method for the .maintenance, preservation, use·, and enjoyment of such property as is now or may hereafter be:submitted to this Declaration; and

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WHEREAS, CENTEX·has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Tradition at Willbrook P'lantation Property Owners Association, Inc., . for.the purpose of exercising the functions aforesaid; and

WHEREAS, CENTEX has ·subdivided said property into Sixty-\_two

(62) lots, as more particularly shown.on a plat entitled Phase \_2, Parcel 1 of Tradition ·Club Subdivision,· Georgetown County, South Carolina, prepared by\_ Trice Engineering & Surveying, Inc., dated November 16., 1994, and recorded in the office of the. Clerk of Court for Georgetown County, South Carolina, at slide 160, at page 1, said plat ("The Plat") being incorporated by reference herein· as part of this descriptjon.

I NOW' THEREFORE'. CENTEX hereby 'declares that the·lots a·escribed in Exhibit "A"- and any additional property as may by subsequent·

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' amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements,

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restrictions, covenants-, and \_conditions which are for the purpose of protecting the value and desirability .of· and which shall run with· the real property subm.itted • to this Decla\_ration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their· heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner the eof.

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Article I Definitions

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section 1. 11·Ass·ociation". shall. mean the "Tradition at Willbrook P.lantation Property Owners Associ\_ation, Inc. 11 as established herein.

ection 2.

Corporation.

"Declarant" shall mean Centex· ·Real Estate

Section 3. -"Lot" ·shal:l. mean and refer to the·· hereinbefore described Lots 1-62, as shown on The Plat and.additional lots added by annexation as provided herein.

Section **4.** "Owner" shall mean and refer to.the record-Owner, whether one or more persons or !,!ntities, of any lot or Residential Unit• hich\_ is part. of the Propertiea, but excluding in ail cases any party holdip.g an interest merely as secur,ity for the performance ol; an obligation.

Secti,;m s. "Person"· shall mean a. natural ·.person,. •a

corporation, a partnership, trustee, lim;i.ted liability company, limited liability partnership or other legal entity.

Section 6. "Plat shall me.in· the plat\_ of· Lots 1-62 prepared by Trico· Engineering & Sur\_veying, Inc. for· CENTEX REAL. ESTATE• CORPORATION, dated November 1 , 1994 in. slide 160·, c1t page i, Gec;;rgetown County records.

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Section 7.

"Properties" • shall mean and refer· to the real.

property described in Exhibit "A" attached hereto and shall further

refer to such ad,ditional property as may hereafter be-annexed bl:'. amendment to this Declaration.

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Section 8. \_"Member" sl:iallmean and refer to ev ry person who is a member of ·the Association.

Article-II

Property Rights

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Section l, Owner• s Easements of Enjoyment. **Every** ·OWner shall have\_ the right andeasement of .enjoyment in and to the Comnion Area, which shall be appurtenant to and pass with the title to every-Lot, subject to the following provisions:

1. . The right of the Assiciation to formulate and publish, enforce rules a d regulations regarding the use of .th Common Area and ·to charge reasonable admission and other fees for the use of recreational areas;

(bl Theright of the Association to suspend the-voting rights

and the right to the use of. the recreationa\_l facilities I

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* + by an Owner fo\_r any period during which any assessment

•. against· his/her lot remains unpaid;\_ arid for a period· not

to excee\_d sixty· days (60) days, for any infraction of its I

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published rules and regulations; and

·(c) The right of the Association i:o dedicate or transfer all

 

or • part of the Common Area to any public agency, authority or utility for su.ch purposes· and subject\_ to such conditions as may be agre\_ed ·to by the Members.

Section 2. Title- to Common Area. The Declarant\_hereby covenants for- itself, • its \_successors and assigns, that it ·will convey ·fee simple title\_ to the Common Area\_ to the Association,· free and clear of·all liens andencumbrances, within two (2). years after the .Declarant has completed improvement·s thereon, if such be required. Upon such conveyance,· the Association shall become immediately responsible for. all :maintenance, operation and

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additional. improvements. • It is the purpose *o{* this provision to provide that the Association shall be· responsible for all mainten!clnce of Common Properties upon. which· all improvements required to be made by the Declarant have been. completed, notwithstanding the fact \_that the Declarant is not obligated to. convey such properties to the Assoc\_iation u\_ntil two (2) years after such have be\_en• completed thereon.

Natural areas, trails, roads, etc., shall .beconveyed in large or smal,l parcels from time to time after the Declarant has completed the surveying and platting of the subdivision.

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Membership and Voting Rights

Section 1. . Memhership. .Every. Owner of a Lot which •is subject to assessment shall be a member of the Association. Membership shall be· appurtenant and may not· be separated from ownership.of any lot which is subject to assessment.

Section 2. Voting Rights.

1. classes of vot:i.ng membership;·

The Association shali have two

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	+ **(a).** Class A. Class A members shall be a\_ll Owners, with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned. If more than one person.owns an interest in any Lot, all £/UCh persons shall b\_e members, and. the vote f\_or such Lot shall be exercised as they may determine, but in no. event shall. ·more than one (l') vote be cas't wj th respect to any Lot.

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(bl Class B. The Class B member **shall** ·be the Declarant and it shall be entitled to three (3i votes for each Lot owned.· The .Class B membership shall· terminate and· be converted to Class A membership. when the tota1 :votes outstanding in the Class **A** membership . • equals 'the total votes outstanding in the Class B. Membership.

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Article IV Ownership and Easements

Section 1. "Easements", The. ownership interests in· the Common Area and Lots described in this Article are subject to the

easements ·granted and reserved herein. Each of the easements

reserved or granted herein shall be deemed to b\_e established upon the recordation of this document and shall thenceforth be deemed to be covenants running .with the land \_for the use and. benefit of the Owners and th ir L ts superior to· all oth r encumbrances applied gainst or in favor of any portion of the Project. Individual grant deeds or plats to Lots may, but shall not be r·equired to, set

i forth the easements specified. in this Article..

I Section 2. "Maint:enance of .Residences". There is reserved

and granted to the Owner of each Lot, as dominant tenement, over and across each adjacent Lot,. as. s.ervient tenement,\_ a non-exclusive easement to enter the servient tenement upon reasonable notice to the Owner of t·he. Owner of the servient tenement and at reasonable times for the purpose of maintaining-portions 6f'the Residence and landscaping located on the dominant te.nement, including walls·, eaves, overhangs, plants, grass, vegetat.ion and appurtenances thereto adjacent to the servient tenement. Entry on the servient tenement shall be at times reasonably convenient t·o the Owner of the serv'ient tenement and shall.be limited solely for purposes of landscape maintenance and the maintenance or repair ·of .the

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Residence on the dominant . tenement. \_ Such entry and maintenance shall be undertaken in such manner as to protect the. sectirity of. the ·servient tenement and .all . Improvell!ents thereon. The .own r of the dominant tenement shall· be.. responsib e for seeing that no damage is causec;I . to the • Owner of the servient tenement ·or. his property by reason of. the entry, and that the se!vient teriemen.t is c\_leaned and left in f;:he same condition following the ent.ry as prior theret·o:

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Section 3. "Alterations to Residences". Owners may. alter or·

remodel the· interiors f the.ii:- Res\_i?,ences f • the Owner complies

with all laws and ,·ordinances regarding alterations and·remodeling. Any proposals for alteration , additions· or other improvements to·

exteriors of esidences. and/or Lots shall be made· in accordance with, the p:i;-ovisions of the.· Dec\_laration regarding\_ Arch:j.tectural-

ReviE!W Committ'ee a11d Article IV contained herei\_n ... T.he ·costs of ciny·

alter tion or,adµitiori shall .b.e paid by. the -Owner who has obtained · ..

.the· approval. The paint color of the ex.terior of Res.idence ·anc;l fences .shall \_not be modified without the approval of the Architectural Committee in accordance with the .Declaration.

Section 4. "Landscapingn, All landscaping in the Project shall be maintained and cared for in a manner·consistent.l"{ith the standards, design and quality originally established by Declarant and CENTEX iri a· condition comparable to that of other first class residential sub\_divisions in the County. Specific restrictions on landscaping. may be established :i,n the Rules of the . Association. All landscaping .shall be· maintained in. ·a neat and orderly condition. Any weeds or diseased or dead lawn, ·trees, groµnd cover· **or** shrubbery shall be.removed and replaced. All lawn areas shall be ne·at'ly mowed 'and trees and s.11,rubs shall be .neatly trimmed.

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Article V

Annexation of Additional Property

Sect.ion 1, As the Owner thereof, or if not the· Owner, with the consent of the Owner thereof, CENTEX shail have the unilateral right, privilege,· and ciption, from time to time at any time until Ten (10) years from the date this Declaration is recorded in the

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-o.f f ice of the Clerk· of Court for Georgetown County, to subject to the provisions of the De·claration all or any portion of the• real property described in Exhibit "B" ·attached hereto and·by ref.erence made a part thereof, whether in f°ee simple or leasehold, by filing in the Georgetown County, South Carolina records, an ·amendment annexing -such property. Any such annexation shall be effective

upon the filing fo.r 'provided therein.

re.cord of such amendment, unless otherwise

·CENTEX shall have the unilateral right to transfer· to any other person the said right, privilege, and option tc;> annex additional property whi\_ch is herein reserved to· CENTEX, provided that such transferee ·or assignee shall be the developer of at le.ast a portion of said. real property described in said Exhibit "B"

* attached hereto.

Such supplementary Declaration may\_ contain such complimentary additions and modifications of this Declaration as may·be necessary to reflect the different character; if any, of the· added. Property

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as are not inconsistent with the scheme· of thi\_s document.

Article VI A!'chitectural.Standards and control

section 1. "Declaration. Standa.rds". \_The .Owner of. any lots subject to this document shall be subject to those architectural

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stand<1rds ancf control as contained in the original Declaration. :i:n addition thereto, \_all residences built on· any lot shall be of a plan similar to or\_.being that pla designated by the CENTE as the

·Tradition at Willbrook Plan.

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Article VII

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·• Use Restrictions

Section· 1. "Prior Restrictions". All Use Restrictions co tained herein . are in addition to those Use Restrictions as contained.in the Declaration.

Section 2.. "Building Restrictions". No structures shall be erec ea,·altered, placed or permitted -to remain on any of the·Lots

a.a shown o the plat ·other than One (1) single family· dwelling of not less than One Thol.iaand Two Hundred (1,200 l ·square feet of heat€d spac exclusive of porches, garages and decks. Said dwelling shall not exceed two (2) stories in height. above ground level, and'.the bottom of the first floor· sh?ll not be greater than Five (5) . feet above the finished· ground level without • express peclarant approval. No dwelling shall be utilized for\_.any activity. normally conducted as a. business, • Each pare.el. sha.11 have of\_f

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street paJ'.'.king for· the nun))::,er of vehicles• regularly parked there !

. • but not less than. two ( 2) parking spaces.

Section 3. 11S gnage" I No "for sale" or "for. rent" sign boards shall. be displayed on any l'ot or house, unless approved by' the Association• s Board of Directors. This section doe,s not \_apply to Declarant.

* Section 4. "Mailboxes", !;:ENTEX shall determine the location, color, .size, design, lettering, house numbers, and all other particulars of all mail or paper delivery boxes, and standards and brackets and·name signs for such boxes in order that the area may

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be strictly uniform in appearance with respect thereto.

Section· 5. 1iTrash Pickup". . Each lot Owner shall provide garbage receptacles or a roll out garbage r·ack. of a type approved by CENTEX or the Association which shall be visible from streets on garbage pick up days only. No garbage or trash incinerators shall

be permitted upon the.premises.



Section 6. "Vehicle and Storage Restrictions"·. No vehicle without current fnspection sticker, camper trailer, recreational vehicle,• motor hoine, bus or vehicle designated by the S. C. Highway Department of Highways and Public Transportation as having a gross

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weight of six thousand (6, OOCJ) pounds or more shal.l be parked ove.rnight on ariy lot except in a .enclose;d garage. Fi.rewood, may be

stored only cin that part . of·. any lot away .from ·the street lying· bey6nd the front line of the house so·that it is not vie able from any street. No automobile, other• vehi.cle ( s) , motorcycle ( s) or other similar items shall be repaired. or placed "on blocks" or sta.nds except in an enclosed garage. Bicycles,· motorcycles or other items ·have to.be stored in house or garage.

Section 7. "Clotheslines.". No ciothesline .shall be located upon the lot.

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Section 8. "Yard Ornaments". No· furniture, bird baths, statutes, etc .. shall be permitted or placed in the front yard of the Parcels.and/or Lots except as approved by the CENTEX.

Section 9. Exterior Completion". The ex.terior of a11 buildings and other structures mus.t be completed within six (6) months a.fter the construction of same shall have. commenced, excep.t where such completion is impossibl or would result in great hardship to the Owner.or builder·due to strikes, fires, national emergency or natural calamities. No structure.may be temporarily or permanently occupied until. the . exterior thereof has been •

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completed,· and the Cert"ificate of Occupancy has been issued by· Ge\_orgetown C\_ounty or appropriate governmental- authority.

Section 10 .. "Fences and Wa1ls". ·All walls and fences must be approved by ·the Architectural Review Board in accordance with the guidelines· in existence. Generally fences are to be located to\_ the rear of the d elling, not· to enclose the entire yard,-\_ ·be of the same-m terials as'the main dwelling and\_ relate.architect1,1rally to­ the main: dwelling. No fences\_ are to be constructed on the golf course fairway lots unless otherwise approved by the Architectural Review Board. The construction side of all fences shall face the

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intedor *ot* the lot. - No chain link fences shall be allowed.

Fences shall no-t exceed six f\_eet in height.

Section 11.. ·"Setbacks". The setback lines for each lot shall be determined by the CENTEX pursuant to the Plat· and \_to• any

.individual plat recorded for·each ·1ot,

Section 12. "Fences and Shrubbery Height", No fence, \_wall, hedge or shrub planting shall be placed or permitted on the front yard, unless· approved by the CENTEX or· Architectural Review Committe.e,

Se\_cti\_on 13. "Trees",- ·Except• as to development or construction by CENTEX or orig\_inal builder, or as: may be· approved b}' the Declarant, no t\_ree four (4) inches in\_ diameter\_ at any· location on said tree or ten (10) feet in height-shall be cut,: removed or intent.ionally damaged on any Lot unless first approved by CENTEX .

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Section 1'1. "Pool\_s"\_, Outdoor swimming\_ pools, ·hot tubs, jacuzzi( and other similar facilities may be located·on·a lot only after CENTEX, or the Architectural Review Committee, approves said facility, and same shall be screened and fenced. All\_ such

improvements shall be subject to approval of and compliance with

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all governmental laws and regulations.

Section 15. "Parking•. Vehicles shall not be parked anywhere in the Project except wholly within garages and Parking **Areas. No** ve\_hicles 13hall be parked in driveways unl\_ess the length of the driveway is sufficient \_to hold the entire vehicle, and in no event shall vehicles be parked .in such manner as to inhibit or block access to Residences,\_ garage, or Parking Area. All Parking Areas shall be used solely for.the parking and\_ storage of motor vehicles used for personal transportation. No boat, tra\_iler, camper,

\_ motorcycle, golf cart, commercial vehicle., mobile home, other recreational vehicJe or dilapidated vehicle shall be parked or

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stored in any Parking· Area. Garage-· doors shall remain c\_lo-sed

except when the garage is in use. No part of the Common Area shall be used for repair, construct\_ion or reconstruction of any\_ vehicle, boat, or-any other item or thing except.in an emergency. As long as applicable ordinances- and la;,,,s are observed, the Association may cause the removal of any vehicle which is in vioiation of - this Declaration.

·section \_16. Use of. Outbuildings, No- stru·cture of a temporary nature, unless approved- in writing - by the Architectural\_ Review B-oard\_, shall be e::-ected or allowed to rema·in on any lot, andno trailer, tent garage .or other simi-lar s.tru\_cture shall be used as a residence, either temporarily or -permanently\_; provided, however, this paragraph shall not prohibit the:Developer·from using.sheds, trailers or other temporary -structures during. construction·.

Section 17. Animals. -No animals, l\_ivestock m;' poultry ·of any kind shall be raised, bred or kept on ·any lot, except that dogs,

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cats.or other household pets ma be kept provided that they are not kept, bred or maintained for a\_commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary\_ conditions. such household pets shall be maintained upcin the owners'lot.and'it\_ shall. be considered a nuisanc.e if such: pet is ·allowed to go upon

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another's· lot o;r to be -.upo:n the streets unles.s unde;r leash of carried by owner.

ARTICLE VIII

Covenants for Assessments

s\_ection 1-.

Assessments.

Crea ion 'of the Lien and Personal Obligation of The· Declarant·, for each Lot owned within the

Propert'iea, • hereby .covenants,

•• \_ acceptance of a \_ c;ieed theref\_o\_r\_,

and each· Owner of any Lot by

whether or· i;iot, it shall be so

expressed in such deed, is deemed to covenant a d agree to pay, to the ·Association:

(ii Annual assessments\_ or charges; and

(ii) Special assessments for capital improvements, such assessments to- be establish,ed and collected as hereinafter provided.

Section 2 .. Purpose of Assessments. The as-sessments levied by the Association shall be used exclusively for the administration, acquisition, improvement and maintenance of properties, and providing . the services and facilities -devote\_d to this purpose, including, \_but not Jjmited to; the cost-\_of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, manage ent, maintenance and supervision, the payment·of taxes assessed against the Common Area·, the pro\_curement ·and • maintenance of insurance in accordance with the By-Laws, the

- establishment of the adequate- ·reserve for the maint\_enance, repair

* and replacement of -the improvements· in the Common Area, the employment of attorneys· to represent the· Association when

\_necessary, and such other need·s· as my arise .

. ection 3. Amount of "Annual As·sessments. The maximum annual assessment for each Lot in the Properties shall be payable annually in adyance,· and· the amount thereof shali\_ be determined by the Board

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of Directors· for e11ch year and· may be increased by the Board of Directors without approval by the membership by an amount not. to exceed .Ten Percent (lotr of the maximum annual· ass.essment of the

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; previous. year. ·However, the maximum. annual aersessment• may be increased without limit by the affLrmative vote of Two-thirds (2/3)

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·of each class of members. wl:io a.:i:e votihg in person or by proxy, at a ·meeting· ·duly· called for· this • purpose.· Wheri the Board of Directors fixes the annual assessments for each calendar year., the Board shall, at the same time.and in connection therewith prepare, or cause to be prepared, ·an annual. budget showing the services furnished by the Association and the costs thereof per Lot. The

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initial maximum annual a.sse erit sha1·1 not be more than 'ttlloo!lll Six

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Hundred and no/100 ( i ) .\_ lla:i:s. •

Section 4. Special Assessinents for Capital Improvements. In addition ·to the annual assessments ·authorized above, the Association may·levy, in any calendar year, a special assessment applicable to that ye.ar 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 Area, including the • necessary • fixtures and personal property

related thereto, or.for the repair•or reconstruction of residences as hereafter provided, provided that.any such·assessment shall have the assent o.f Two Thirds (2/3) of the votes cast in. person or by proxy at a eeting duly. c lled f.or 'this purpose. All special

.assessment shall be fixed.at a uniform rate for alr Lots.

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Section 5. Notice and Quorum for any Action.Authorized under Sections 3 and 4. Written notice of any meeting· called for the purpose. of taking any action authorized unde·r Sections 3 and. 4 shall be sent to all member.a not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first sue? meeting called, the .presence of members .or proxies entitled' to cast Seventy-Five P.ercent (75%) of all of· the votes of each class

of. me·mbership shall constitute a·quorum.

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Section· 6. . Uniform Rate· of Assessments. Both annual and spf;!cial assessments.· shall .be-fixed at a uniform rate for.all Lots and shall be collected on an annual basis, or any\_ other. basis approved by.the Board of Directors.

Section 7. Date of Commencement of Annual Assessments Due pates. ··The annual assessments provided for herein shall commence. as to all Lots on the date of the conveyance of the first lot by the Declarant•: The first annual assessment shall be adjusted according t\_o the n ll)ber of months remaining ;j.n· the calendar yea:r;. At least· thirty\_ (30) ·days *in* advance of ·-each annual assessments, the • Board of Directors • shall fix the· amount to the annual assessment a.nd have every Owner subject thereto written notice of each ·assessment. Due. dates· shall be established by the Board or Directors ..

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Section a. Ef°fect of nonpayment of Assessments;·Remedies of

· the Association. Any annual assessme t not paid within thirty (30)• days after t e due date .shall ·bear interest f\_rom the due da.te at\_ that rate which is equal to the rate of intere\_st chargeable by law *in* the \_State of South Carolina on money judgll)ents. The Assoc.iation may bring an action at law against- the Owner personally obligated tq pay the 'same or foreclose the lien against the property in like manner as • a mortgage of real property, and, :i,n •either event, interest, costs and a :reasonable attorney's fee s\_hall be added to the amount of such assef?sment.• Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual asi,essment · clue \_and payable and collect·the same through foreclosure.

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Sec.tfon 9. Subordination of Lien to Mortgagees; The lien provided of·the assessments for herein shall be subordinate .to (1) the·lien of any first m rtgage, and .(2) the lien of any unpaid•ad valorem taxes. Sal·e. or transfer of any ot shall not affect the assessment 'lien. However, the ·sale or transfer of anyLot pursuant

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to a.mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due·pripr tci such sale or transfer; No such sale or transfer shall release such.Lot from liability for any assessments thereafter becoming due- or from .the lien thereof.·.

Article IX

Special Restrictions for Golf Course Lots

Section 1. Structural Additions or Landscape Changes:. In the ev nt the Architectural -Review Committee of the Association

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receives.a.-request for approval of·structural changes.or ad. ditions

to a lot..bordering a golf course, •including addition.or deletion-of landscaping or lands.caping structures, the Architectural **Review** Committe\_e shall notify the Golf Course Owner of such application. The Golf Course Owner shal\_l have a· period of ten (10) .days in which to review and comment upon such apptication... Any comments should be directed to the Architectural Review Committee. of the Association. While the Golf Course Owner's comments shall not be binding upon the Architectural Committee, the\_Architectur l Review Committee shall in good faith congide:r· any· and all. comments and recommendations of the Golf ·course ·Owner prior· to ruling· on ·the application. Iri the event the Golf Course Owner does not respond within ten\_ (10)' days, then the Architectural Review Committee shall assume that .the.'Golf course Owner has no comments with regard to the application.

Section 2. Golf Course Pn:>perty-: A .golf·course is currently under construction or has been construct'ed within or adjacent to the Property.. The golf course· is privately owned and operated and. is not, and is ncit intended to be,. common area of the. Association (as defined- in the Declaration). Such. golf course shall be made available for use by. residents of the Property on such terms and conditions and payment of such fees and charges as are established

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by the Golf course Owner ·from time to time, so long as it . ie. operated as a ·golf course. Purchase\_ of property .in the 'Developme\_nt does .not guarantee or yest in the purchaser the right to use of the

\_ golf course\_. •Declarant -acknowledges that rio property owner,

· including the Declarant, acquires any interest in the golf course\_ by virtue of ta\_kiilg 'title to property within the Development. Each

. lot o"'?tler acknowled\_ges that no representations or warranties, : either verbal or written, have been or are made by the Declarant, Golf Co rse Owner, or any othe:i;- person· regarding the continuing ownership o:i;- operation of or use·rights \_in the golf· course\_, or that th gol{ course • is owner by or will become common arf:la of the Assoc\_iation \_or· any othe-r owner'\_s association. Declarant agrees to

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-inform each purchaser of a residential lot: withi\_n the Development· from De\_clarant of the matters set forth. in this section, either in the homebuilding contract of sale or ·by separate written acknowledgement signed y such purchaser.

Section 3. • Easements. Until such time as a residence is constructed C?n a\_ Lot bordering the go\_l-f course, Declarant hereby reserves u to the Golf Course Owner an easement to- permit and authorize registered Golj: Course Players and their caddies to enter

* + upon such a lot t\_o recover a ball or play a bail subje t to the

. official rules of the. course, without such entering arid playing being deemed a tre·spass. A\_ftE;r constructio\_n of a dwell ins, unit upon a Lot bordering the.golf course, "ou of.bounds" markers s\_hall be placed on said Lot lines at the expense, of the Golf. Course. Owner .

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E\_very Lot bordering a golf ·course and the, Common Area bordering a: golf- course are burdened ·with an e\_asement permitting golf balls unintentionally to come upon the Lot 0 \_Common Area

immediately adja\_cent to. the goif cours.e and for golfers or their caddies at reasonable tim ·s\_ an!i in a reasonable nrier to·com\_e upon the exterior portions of such Lot or Common Area •. in order to retrieve errant golf\_ balls. However, if any lot is fenced or

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· walled, the golfer will seek· the owner's permission. before entry. The -existence of this easement shall not relie:.Ve golfers of

* liability for damage caused by errant golf\_ balls; Under no circumstances shall the Declararit, the . Association or the Golf Course Owner be ·held liabl\_e or any damages or injury caused from­

er·ran.t golf balls. or the exercise o.f thfs easement.

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Section 4·, :Golf Course Maintenance: Each owhe:i;-, occupant or

. other person acquiring any interest· in a lot within t\_he Development is\_ hereby deemed to acknowledge being aware t·hat for uch period of time as the golf course is· being used as a golf course, it can be expected that (al maintenance activities on the golf.course shall begin early in the morning and extend late into the evening; (bl during certain periods of the year the goH cours·e. will be heavily fertilized;· and (cl golf balls are ·not susceptible of being easily cont·rolled and accordingly may land o'.r strike· beyo!'ld the golf course boundaries. Neither the. Declarant, \_nor any .employee or

\_agent of th·e Declarant, nor he \_Golf Course Owner or operator, nor any employees or agents of the Golf Course Owner or operator, shall be liable for pe·rsonal injury of property damage caused by err.ant golf balls.

Section 5. Actions of Lot· Owners: • Owners or occupants of



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Lots bordering the golf cour,se fairway \_shall be ·obligated to refrain from any \_actions which would detract. from the playing qualities of \_the g·olf course or unreasonab.ly distract golfers \_from the play of golf. Such prohibited actions shall include, but are not necessarily limited to activities such as burning trash on a

* lot when the smoke would blow on the fairwa·y ,' the playing of loud music or other sounds or noise which would distract the play. of golf \_and the keeping o.f unfenced· dogs or other pets· which would interfere with play on the golf course due to loud barking, running on the fairways, picking.up balls or other like interference with play.

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Section 6. , Special· Restrictions Affecting all Waterfront

- Declarant acknowledges· .that the Golf Cotirse Owner reserves any wat r rights which it may·have in a11y lake or ponq within ..t)1e golf course property; and (al lot owners may not. ithdraw water

.from such ·lake or ·pond without written· permission- of the Gcilf

Course Owner; (bl Golf cou se Owner shall not be respons.ible for any damages caused to a lot owner by.reason of the flooding of said-

* + ,Lot. SimilarlY., Goi"f Course Owrier \_shall not be lic\ble for damages by rea·son of breaks in any dam creating such lake cir pond causing waters therein to subside;. cmd (cl Golf· Course\_ Owner may withdraw wate:z;- from such lake or pond for the purposes· of irrigation andmay

.lower the water· level at necessary times for maintenance of the

**lake** ·or pond.

Article X

General Provisions

Section 1. . The ·covenants and restrict.ions of this Declaration shall run with ·and bind the land for·a term of thi'rty

* + (30l· years from the date this ·Declaration is recorded; after which- time,• theY' sh ll l::ie automatical\_ly extended for succ\_essive periods

·of ten (10) years.

Section 2. Amendment. Except as hereinafter set forth, this Declaration may· be - amended only by the writt.en consent ,;,f two thirds (2/3l of the lot Owners and Mortgagees, • if any, of said properties. Provided, however,· that all property rights andother rights reserved to CENTEX shall\_ continue forever to CENTEX, its successors and assignf!, except as ot-herwise provided herein .

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CENTEX and/or the Association has the· right at any time to amend the Declaration at any time without the consent of the Owners to conform the Declaration to requirements of.FNMA, Freddie Mac, VA•

* + and FHA.

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Section 3. Seyerability. Invalidation of any one·of these covenants or restrictions by judgment· or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned CENTEX has executed this Declaration under hi's hand and seal this . *J-1-fJ* day of

DetMkw *I* 1994 •

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PERSONALLY, appeared before me the . unders\_igned witne\_ss and made .oath that \_s/he saw the within named. C ntex -Real E tate Corporation by. **John D·. Carpenter** its Divisional \_Pr12sident,: sign·, s\_eal and as its corporate act and deed deliver the ·with written Declarat;.ion of Covenants, Condit.ions and Restricti\_ n for Phase I, Tradition at • Willbrook Plan.tation and that s/he with• the

undersigned Notary witnessed the e !tion ther.e f;\_ *u,*

*Ci!RLJAJ. LJ. a/*

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**Exhibit A·**

.All and Singular, that° certain piece., ·parcel or tract of land described as Phase 2, .Parcel 1 of the Subdivision of Parent.Tax Map No. 4-409-01, known as the Tradition Club Subdivision, • locat·ed in Willbrook .Plantation, Property of Centex Homes, • located in Litchfield Beach, Georgetown County, South.Carolina, as shown on a map 'prepared by Trice Engineering & Surveying, Inc., dated November 16;\_ 1994 and re·corded in Slide· 160 at **page** 1, Office of the Cler of Court for Georgetown County, South Carolina,.

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EXHIBIT "B "· .

Description of the Pr.operty

T)'le four hundred (400} acres, more or· less, are part of larger tract known as the Willbrook. Plantation Planned Unit J;)evelopment (·P.U.D.) which is located on the Waccamaw ·Neck. region of Georgetown County. The property is identified on· Willbrook Plantation P.U.D .. Conceptual Site Plan map dated

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* + November 23, 1992 (attached as Exhibit "B") as "Community II Hunter· Pla·ce." Ti\e property is QOUnded oi:i the North by the ri9"ht of way of existing Allston -Boulevard, a two\_-lane paved, privately maintained public road, on 'the ·East by the proposed

. camelli.a Drive right of way, on the South. by portions· of

-Litchfield country Club residential area and the River Club

. gC;ilf course an.d on the West by tl;i:e right of. way of· existing River Road, a two lane paved, privately nia:1.ntained public ro<!,d and the right of way f.or the proposed extension of River Road to the intersection. with existing .Allston Boulevard-.

The above description will be supplemented 

sub ect to the final plat of the property.

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BYLAWS OP'

**TRADITION AT WILLBROOX PLANTATION PROPERTY** OWNERS **ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

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The name of the corporation is Tradition at Willbrook Plantation Property Owners As\_sociatiori, Inc., hereinafter referred to as the "Association·." The principal office of the corporation shall·. be located at 411\_1 Highway 17 North, **Pawleys** Island, south . Carolina 29585, ·but meetings of members and directors may be held at such places as may be designate\_d by the Board of Directors.

ARTICLE II

Definitions

Se<:tion 1. "Associa):ion" ·shall mean and refer to Tradition at Willbrook Plantation Property ·owners Association, Inc., its

* successors and assign\_s.

Section 2• - •Properties" shall mean and refer to that

. certain real property described in the Declaration of Covenants, Conditions and· Restrictions, and such adaitions thereto as may herea"fter be brought within the jurisdiction of the Association.

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section 3, "Common Area" shall\_ mean all real property·

. owned by the Association for the c·ommon use and enjoyment of the Owners.

section 4. "Owner" shall mean and refer i:o any plot of

land shown upon any recorded\_ subdivision-. map of the Properties with the exception o the Common Area.\_



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sections. "Owner•

shall mean

'and refer to the record

owner,. whether one or more pefsons\_or entities, of the fee simple title\_ t.o• any Lot which ·is a part of the Properties, including contract s·ellers; but excluding those having such interest merely as s.ecurity. for the\_ performance of an .obligation.

Section 6. "Declarant" shall mean and refer to Centex Real Estate Corporation, its\_ succe.ssors and ssigns·, if \_such successors or asi;Jigns - hould acqui\_rl;! more than one undeveloped X.,ot froin the Decla\_rant for the purpose of development.

section 7. "Declaration" shall mean and - refer to the i

Declaration of Covenants; Conditions and Restrictions applicable to ! •

the Properties ;recorded \_in the Office of the Clerk ·of Court for Georgetown County, South Carolina.·

Sect\_ion 8. "Member" ·s\_hall mean and refer to those persons entitled -to members ip as provided fn the Declaration. •

* + ARTICLE III

.Meeting of Members

Section 1. Annual. Meetings. the members shall be held within

The first annual meeting of ' i

\_one year -from the date of. !

incorporation of the Association, . and each , subsequent· -regular• annua'l meeting of.the members shall. bl;! held on the same dayof·the same month of each year thereafter, at the hour of 7: 00 o'clock

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**P.M.** If the day for the annual meeting of th members is a legal holiday, the meeting will ;,e held at the, same hour on the first day following which ·is\_ ot a le l holiday

section: **2.** -Special Meetings, Special meetings of the

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members· may **be called at** any time by the president or by the Board of Directors, or upon .written reque·st of the· members who are entitled to vote one-fourth (1/4) of ail of the votes of the Cl ss A membership.

section 3. HQ.l:ice of Meet.ings, Written notice of each meeting of the members shall be given by, or· at the direction of, the secre-tary·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 entitle to. v\_ote thereat, addressed to !:he member's address last appearing on the books of• the Association, or supplied by such member to the Association for the purpose of notice. ·Such notice shall. specify the place, day and hour of the meeting, and,. in the case of a special meeting, the purpose· of the meeting.

Sectibn'4, Quorum. The presence at ·the\_ meeting of members entitled to cast, -or of proxies entitled to cast, one-tenth (1/10) of \_the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of··Incorporation, the Declaration, or these·Bylaws. If, howe\_ver, such quorum shall. not be present or represe·nted at any meeting, .the members entitled to vote thereat shall have power to adjourn the meeting from time to ':ime, without notice other'than announcement

. a the meeting, until a quorum,-as stated above,· shall be present or represented,.

Section 5. . Proxies, At all meetings of members, each

member may vote in person or by p\_roxy. All proxies shall be in

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writing\_ and filed. with the secretary. Every ·proxy shall . be

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revocable and shall automatically cease upon ·conveyance by the

member of his. Lot..

ARTICLE. !V

Boa d\_of Directors; Selection; Term of Office

Section 1,\_ . Nt1mber. The affairs f this Assocj, tion shall be managed by a Board of three (\_3) directors,• who need not be members of the Association.

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·section 2. Term of Office.-. At the first annual

.meeting, the members shall e ect one (1) director for the·term of one (1) year, one ·11) dir.ect\_or of the term of two (2) years, and one ,(1) director for the -term of three (3) years; and at each ann al meeting. there.after, the· members shall elect .a succe·ssor director for the terms of three. (3) years. -

Section 3. Removal. Any director may be removed from the Board, ·with or without cause,. by a majority vote of the members of the Association. ·rn th\_e event of dea\_th., resignation or .removal of a director, his·. succes\_sor shall be selected by the remaining members of the Board and shall serve for the. unexpired term.of his predecessor.

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section 4, Compensation, No- director shall receive compe sation for any. service he may render to the association. However, any director. may be • reimbursed for his. actual expenses incurred in the performance of his duties.

sections. Action Taken Without. a Meeting I The dlrectors

shall have the right to take any action in the.absence of a meeting

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which· they could takti at a meeting by obtaining the written

approval of all·the directors, Any action so approved shall have

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. the same effect as though taken at a meeting of the directors, \

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ARTICLE V i

### Nomination and Election of Directors

section **1,** Nomination, Nomination for election to the Board :of Directors shall be made by a Nominating Committee.

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Nom.inations may also be made from the floor at. the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a.member of the Board of Directors, and two or more members of the Association. • The Nominating Committee shall be appointed by the Board· of Directors at each annual meeting until the close of the next· annual eeting an.such appointment shall be al'.lnounced at each annual meeting. The Nominating Commit.tee .shall make as many nominations for election to the Board of Directors as it shall in

·its discretion determine, but not less than the number• of vacancies that are to be· filled. Such nominations may be made from among members or nonmembers,·

Section 2,. Election. Election to the Board of• Directors shall.be by secret.written.ballot. At such election, the members or their proxies niay.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.

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ARTICLE \i'I

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Meetings of Direc\_to;,;s

Section 1. ·Regular Meetings. The Board o Directors may

·pro.vide· by Re.soluti9n the time· and plac.e for regul.ar me. et.ings. section 2.• • Special Mee'tings I. Special meetings \_of. the

Board \_of Directors shall be held when called by the President of the Association, -or by any two (2) directors, after not less than three (3) days notice to each director.

·section 3, Quorum. A majority of the number of directors hall constitute a quorum for·the transaction of business. Every

*:* act or decision done or made .by a m.ajority o! the directors ··present

at a. ,;iuly hel\_d meeting· ·at which a: quorum is present shall be rega ded as the act of. the Board.

ARTICLE VII

Powers and Duties of the Board of .Directors

section 1. Power\_s. The Board o:e- • Directors sha\_ll have

power to: \.

1. Adopt and puh.lish rules andregulations governing the use of the Common Area and fa ilitie , andthepersonal conduct of the membri'rs and their ·guests· thereon, and- t<,>. establish penalties for the infraction thereof·;

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{b) -suspend the voting ,!:ights and right· to use of tl;ie

recreational ·facilities of a member during any period in which such member sha11 be in- default in the paymen. t .of any . as.sessment levied by the Association. Such. rights may also be susi:>ended after notice

·and hearing, for a. period not to exceed sixty (60) days for·· infra·ction. of published rules and regulations;

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1. exercise for the Association all ·powers, duties and authority vested in. or delegated to this Association and not rese.rved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d). declare. the office of a member cif the Board of Directors

to be vacant in the event such member shall be absent from three

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(3) consecutive regular meetings of the Board o.f Directors unless

such absence shall have been excused by a majority of the\_Board; and

·(el· employ a manager, an independent contractor, or .such other. employees as they deem nece.ssary, and to prescribe their . duties.

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

(a) c;ause to be kept a complete record of. all its acts and corporate affairs andto present a statement thereof to the members at· the annual meeting of the ·members, or .at any special meeting when such statement is requested in writing by.one-fourth (1/41 of the Class A members who a e entitled ·to vote;

(bl supervise all bfficers, agents and employees. of **this**

Association, arid to see that their duties ·are properly \_performed; (cl as more fully provided in the Declarations, to:

tll fix the amount of the: annual ass.essment against each Lot at least thirty (301 days in advance of each annual assessment period;

(21 send written notice of each assessment· to **every**

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Owner subject thereto at least thirty (30) days.in advance of each annual assessment period; and

(3) .-fore.closure the lien against any property for which

assei'ssments are not paid-within.thirty (30) dqys after duedate or to bring an act on at law against the Owner personally obligated- to pay the same.

1. issue, or to cause an appropriate of\_ficer -to issue upon

-demand by any person, a certificate setting forth whether or *not* any\_ assessment has been paid. A reasonabl.e charge may be made *y* the Board for the issuance of -these certificates. If the

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certificate stat.es an assessment has been paid, -such certificate

shali be conclusive.evidence of such payment;

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(el procure· and maintain- adequate liability and hazard insurance·on property owned by the Association;

(f.) ,cause all· officers- or employees hav;i.ng' fiscal responsibilities to be boncj.ed, as it -may de d appropr!ate·; and

(g) cause the Common Area to be maintai!'led.

ARTICLE VIII

Officers and Their Duties

.Section 1. Enumeration of Offices. The officers of . the

Association shall be a president and vice president, who shall-at.

all times be members of the Board of Directors, a \_secre.tary and a. treasurer, and such other officers as the Bo.ard·may from time to I

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time by resolution create.

section 2, Election of Officers, The election of !

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officers shall take place at th first ·meeting. of the Board of

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Directors following each annual meeting of the members.

seetion 3, The officers of this Association shall be electe\_d annually by the Board, and each \_shall hold office for one (1) Y.ear unless he shall sooner resign, ·or shall be removed or otherwi e 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 h\_old office for such pe·riod, have· such authority

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and perform such duties as the Board may,· from time to time, determine.

sections, 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, 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.

section 6. Vacancie·s, • A vacancy in· any office may be

·ftlled byappointment by the Bo.:ird. The officer appointed to such vacancy shall serve £or the remainder of the term of the officer he

replaces.

\_·section ·*"1,*• Multiple Offices, • The offices of secretary ••

and treasurer may be held. by the sam\_e. person. No person shall simultaneo sly hold more than one of any of . the other offices except in the case o·f special offices created pursuant to Secti.on

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· 4 of t.his Article.

Section 8.

follows:

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Duties, The duties of .the officers • are . as

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(al President. The·. president fi!hall preside.· at all

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meeti gs of the Board of . Directors; shall· see that. orders· and

resolut;ions o.f the Board .are carried out; shall si·gn alL le·ases, mortgages,. deeds and other written instruments and shall cci.:-sign\_

·all check and promissory µotes .

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1. Vice Presid2nt. The vice president shall.act in the place and stead of the president in the event of his absence, inability,· or refusal to act,·. and shail exercise and discharge such othe duties as may be. required of him by the Board ..
2. Secretary. The secretary shall record the votes and· keep the minutes·and procee ings of the Board and of .the members; keep the orporate seal of· the Association and\_ affix it on a'il 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 tog\_ether with their addresses; arid shall perform such other duties as·required by the Board.
3. Treasurer. The treasurer shall receive and deposit in appropriate bank·.accounts all monies of the Association and shall disburse s1.fch funds as directed by· resolution of the .Board of Directors;· shall sign all checks and promissory notes of the Association; J;ceee proper books of acco1,1nt; cause an ann.ual audit of\_ the Associatipn' s books to be ··made by a publ.ic .acco:untant at the. completion of each fiscal year; shall prepare an annual budget and

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**a,** statement of income and expenditures -to be presented to the• 1<·

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membersbip at its regular annual-.meeting; and deliver a .copy of

each .to he members,

. ARTICLE IX

committees

The. Association shall appoint an Architectural control Committee, a1:1 provided in the· Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board·of Directors shall appoint other.committees as deemed appropriate in carrying out its purpose.

Books and Records

The books, records ·and papers of the-·Association shall at all t:i.mes,· during reasonable . business ·hours, or· other reasonable circumstances, be subject· to inspec\_t\_ion by any member and by any

•• I \_ holder, -insurer or guarantor of any first mortgage. The.

Declaration\_, the Article of Incorporation, .·and the Bylaws ·of the Association..shall be available for inspection by any me er at the principal office of the Asso iation, where.copies may be purchased

•·

a reasonable cost.

Upon request, ·any owner or holde:r of any\_ first· morcgage on any lot, shall be entitled to a financial statement 'showing the statement of operations and the balanc;:e\_sheet of the Association

for the immediately proceeding,fiscal.-year.

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- ·. ARTICLE XI .

Asse ·sments

As more fully provi\_ded in• the Declaration, each member , is

obligated to pay to the Association annual and specia . assessments

which are secured by a continuing lien upon the property against t

j.

which the assessment is made. Any assessments which are not paid when due shall be.delinquent. If the assessment is not paid within thirty• (3 o) days after the 4ue date, the assessment shall bear interest from the date of de\_lin9t1ency at the rate of interest charged on judgmerits in the· State of :south Carolina, and \_the Association· may bring al). a·ction .at law against the ,;>wner personally obligated to pay them or .foreclose the ·lien against the property.

* Interest, cost1;1, arid reasonable attorney's fees of anysuch actions

*I*

* + shall be added to the amount of such assessment.· No Owner may waive or otherwise escape liabil:i.ty.for the assessments \_provided for herein by nonuse of the Common rea or abandonment of his Lot.

AR'l'ICLE XII

Corpora·te seiai

The 'Associati,on may have a seal ·in circu.lar form having within

·its circumference the words·: **Tradition ait Willbrook Plantation** -

Property Owners Association, Inc•.

section **1.**

ARTICLE.XIII

Amendments·

These Bylaws may be amended, at a regular or

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: I special meeting of the members, by a vote of a majority of **a**

quorum of members present in. person or by proxy.

section 2, In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control;· and in the case of any conflict between the Deciaration and these Bylaws, the Declaration shall control.

•

ARTICLES XlV

Misce'ilaneous·

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 of 'incorporation.

IN WITNESS WHEREOF, we, beir:ig .all ofthe.dir ctors of

Tradition at'Willbrook Plantation Property Owners Association,

* . . "'  **bA-**

Inc., have hereunto set. o\_ur hands this d).'f "•.day o\_f **'Ne,.6111$ol',**

1994.

* + - WITNESSES:



Willbrook Plantation Property· **Owners.**

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STATE OF SOUTH CAROLINA: *.rK816PAGE* ***228***

COUNTY OF

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oath, says that (s)he saw the within named Willbrook Plantation Property **Owne s** Association, Inc. by John D. Carpenter, Director,

PERSONALLY appeared b\_efore me *E;//-frJ w. vvv+ffa-11;,,-:-S I* who, on

sign, seal and as its corporate act and deed, delive,r the within­

written Bylaws for the uses and purposes therein- mentioned, and

that (:9)he with

*lyrJ,v* @rwJ *'S U-e.-../S*

.

-----------' witnessed.the execution thereof. •



to before.me this. of De ember, 1994,

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