

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00**

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Bridgewater Villages Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
3575 Highway 17 Business

(Street Address)

Murrells Inlet, South Carolina 29576

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

Eldon D. Risher III

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. ☐ The nonprofit corporation is a public benefit corporation.
b. ☐ The nonprofit corporation is a religious corporation.
c. ☒ The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. ☒ This corporation will have members.
b. ☐ This corporation will not have members.

5. The principal office of the nonprofit corporation is
448 Viking Drive, Suite 220

(Street Address)

Virginia Beach, Virginia 23452

(City, State, Zip Code)

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a".**

a. ☐

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b. ☐

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (i) above.

☐

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. ☒

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. ☐

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

9. The name and address of each incorporator is as follows (**only one is required, but you may have more than one**).

Eldon D. Risher III

(Name)

3575 Highway 17 Business

(Business Address)

Murrells Inlet, South Carolina 29576

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

11. Each incorporator listed in #9 must sign the articles

Eldon D. Risher III

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:



Legal Description:

Bridgewater Villages Homeowner's Association, Inc,
located off Rt. 9 in Little River, SC

Contact Information:

448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Instrument#: 2018000141530, DEED BK: 4167
PG: 952 DOCTYPE: 082 12/14/2018 at 02:24:24
PM, 1 OF 28 MARION D. FOXWORTH III,
HORRY COUNTY, SC REGISTRAR OF DEEDS

The Rules and Regulations of the above named Association were approved for filing on
December 11, 2018.


Rick Ryan, President

BRIDGEWATER VILLAGES HOMEOWNERS ASSOCIATION

RULES and REGULATIONS



October 19, 2018

Table of Contents

<u>SECTION I – INTRODUCTION</u>	<u>PAGE</u>
1. Authority	1
2. Governing Documents	1
3. Architectural Guidelines	1
 <u>SECTION II – GENERAL USE POLICIES</u>	
General Use.....	2
 <u>SECTION III – AMENITY COMPLEX</u>	
Amenity Complex.....	2
Assumption of Risk.....	2
Authorized Users.....	2
Hours of Operation.....	2
Dress Code.....	3
Guest Policy.....	3
Code of Conduct.....	3
Guest Privileges.....	4
Member Use and Room Scheduling Policies.....	4
Pool Rules.....	6
Fitness Center.....	7
Dog Park.....	8
Bocce Ball.....	9
 <u>SECTION IV – USE OF PROPERTY</u>	
Animals.....	9
Television and Radio Antennas/Satellite Dishes.....	10
Association Property.....	11
Casualty.....	11
Clothes Drying Equipment.....	11
Commercial Use.....	11
Emissions.....	11
Fences.....	11
Fishing Rules and Regulations.....	12
Garage Doors.....	12
Grills.....	12
Group Outdoor Recreational Activities.....	12

Hazardous Use; Waste.....	12
Holiday/Seasonal Decorations.....	13
Hoses.....	13
Irrigation.....	13
Lakes and Water Bodies.....	13
Central Lake.....	14
Boating Rules and Regulations.....	15
Landscaping; Sight lines.....	17
Lawful Use.....	17
Leaf Collection.....	17
Leasing.....	17
Maintenance.....	17
Oil and Mining.....	18
Moving.....	18
Noise.....	18
Nuisances.....	18
Obstructions.....	18
Resident Contacts.....	18
Parking and Vehicular Restrictions.....	18
Recreational/Athletic Equipment-Portable Basketball Goals.....	20
Other Recreational/Athletic Equipment.....	20
Play Equipment, Strollers, Etc.....	20
Pools, Above Ground.....	20
Signs.....	21
Energy Conservation Equipment.....	21
Solicitation/Pamphleteering.....	21
Temporary Structures; Trailers.....	21
Trash.....	21
Trees and Vegetation.....	22
Utilities.....	22
Window Treatments.....	22
Yard/Garage Sales.....	22

SECTION V - COMPLAINT RESOLUTION PROCEDURES

1. Informal Procedures for Violations of the Governing Documents.....23
2. Formal Procedures for Violations of the Governing Documents.....23

SECTION I INTRODUCTION

1. **Authority.** Article VI Section 7 of the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater (the "Declaration") and the Bylaws of BRIDGEWATER VILLAGES Homeowners Association (the "Bylaws") provide that the Board of Directors (the "Board") of BRIDGEWATER VILLAGES Homeowners Association (the "Association") may adopt general rules, including, but not limited to rules regulating potential problems relating to the use of the Association Property and the Property (as defined in the Declaration) and the well-being of Members, and that such rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Association Property and the Property, except where expressly provided otherwise in such rule. By resolution effective October 19, 2018, the Board adopted the following rules governing the Association Property and the Property which rules are set forth below (the "Rules").
2. **Governing Documents.** The Rules should be considered with the Declaration, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), and the Architectural Committee Guidelines (the "Guidelines") adopted by the Architectural Committee of the Association (the "Architectural Committee") from time to time. The foregoing documents are collectively referred to as the "Governing Documents". If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
3. **Architectural Guidelines.** Article VIII of the Declaration provides that no improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any exterior addition, modification or alteration be made on or to such Lot or other portion of the Property or to the improvements located thereon, unless written plans therefore have been approved by the Architectural Review Committee. Article VIII of the Declaration establishes the Architectural Review Committee for the purpose of reviewing, and, as appropriate, approving or disapproving all plans submitted by Owners in accordance with Article VIII of the Declaration. Pursuant to Article VIII of the Declaration, the Architectural Review Committee may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove plans. Accordingly, by resolution effective October 19, 2018, the Board approved the Guidelines adopted by the Architectural Committee to facilitate its review of plans. These Rules are closely related to the Guidelines, and in many instances specific reference is made to the Guidelines for additional requirements and guidance.
4. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

SECTION II GENERAL USE POLICIES

The facilities and programs at Bridgewater were developed by Bridgewater Villages Homeowners Association, Inc. specifically for our residents (also called members) and their guests.

These operating rules and regulations serve as an integral part of the policies included in the Association's Governing Documents. As such, the attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every homeowner. These guidelines are not intended to be burdensome, but rather are created to provide an enjoyable environment for all residents.

Members of the Bridgewater community have priority for full use of the Amenity Complex and other open spaces over guests and/or other authorized visitors.

The HOA Board will assess fines and adopt a fee schedule for violations of the rules and regulations. The HOA Board may also impose additional penalties in conjunction with fines.

All use of the Bridgewater facilities and all participation in programs is purely voluntary. Correspondingly, the recreational nature of all activities and programs potentially involves some personal or physical risk on the part of the participant. Participation by a member or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.

SECTION III AMENITY COMPLEX

Amenity Complex. The amenity complex includes facilities of the Villages of Bridgewater community provided for the recreational pleasure of Members and their guests (indoor and outdoor amenities of the clubhouse, outdoor lounge, fitness facility, bocce ball, dog park, community gardens and common areas).

Assumption of Risk. Use of the facilities in the Amenity Complex and participation in any activities are purely voluntary. All activities potentially involve some personal or physical risk on the part of the participant, and such participation by a Member or their guest is deemed an acknowledgement and acceptance of the risk inherent in the activity.

Authorized Users. All members are authorized users and have amenity complex privileges. Upon receipt of the Waiver, access FOBs will be issued. Unauthorized use or misuse of the access FOB by a member or a guest may result in loss of Amenity complex privileges. An owner will be charged \$25.00 to replace a lost access FOB.

Hours of Operation. The Clubhouse and Amenity Complex will be open via access FOB from 6AM until midnight daily (pool hours 8AM until 8PM). Members may neither enter, nor attempt

to enter, the Clubhouse or other facilities outside of the designated hours of operation. The security system is armed when the building is closed and will sound if any attempt is made to enter or exit the building other than during designated hours of operation. Access FOBs are required at all secured entries.

Dress Code. Members and their guests should dress in a manner appropriate to the activities enjoyed in the clubhouse and Amenity Complex. Wet swimwear is NOT permitted in the clubhouse. Shirt and shoes are required. Management may request those improperly dressed to change or to leave.

Guest Policy. Guests are welcome; however, they may be excluded when Management determines that the safety requirements, conveniences or right to enjoyment of the Members is infringed upon. Members are responsible for their guests' actions and for informing them of the Rules and Regulations. Guests must be accompanied by a Member and remain in view of the Member at all times. Management may allow more than four guests at their discretion.

Code of Conduct.

1. A Member or guest shall not discipline, correct or abuse any of the Management, other Members, guests, directors, officers, or committee persons, verbally or otherwise.
2. Neither Members or guests shall direct any employee(s) to leave the Amenity Complex for any purpose whatsoever, unless such purpose is under the direction and with the approval of Management.
3. Management, while on duty, are prohibited from rendering special personal services to Members or their guests.
4. Members and guests must conduct themselves so as not to infringe upon the rights and privileges of other Members and guests.
5. Members are solely responsible for the conduct and actions of their guests.
6. Members and guests will refrain from loud, profane, indecent or abusive language.
7. Members and guests are responsible for any damage incurred to the Amenity Complex.
8. Members and guests shall obey all rules and shall immediately discontinue the prohibited activity when directed by Management and/or the Board of Directors.
9. It is the responsibility of Management to inform Members or guests of any violation of the Amenity Complex Rules and Regulations, and when necessary, will report such actions to the Board of Directors.
10. Members or guests who conduct themselves in an unbecoming manner or who knowingly break Amenity Center Rules and Regulations are subject to disciplinary action by Management

and/or the Board of Directors. In egregious cases this includes, but is not limited to, removal from the Amenity Complex premises and loss of Amenity Complex privileges.

11. Members may request to appear before the Board to explain their actions, and have the right to appear before the Board if disciplinary action is considered.

Guest Privileges. Each household is allowed to bring up to 4 guests to the clubhouse and amenity complex for their casual enjoyment (pool, fitness area, etc.). Owners should check with Management about availability for special events since owners take precedence over guests.

Member Use and Room Scheduling Policies.

1. Use of the Amenity Complex or any part thereof may be restricted at any time. Activities will be approved by Management and be in keeping with the Amenity Complex Rules and Regulations.

2. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Amenity Complex must be addressed to Management.

3. Members and their allowable guests may use any public area of the Amenity Complex for their casual enjoyment, unless the area/room has previously been reserved.

4. Events that Management deem immoral, illegal or which interfere with other Member use of the Amenity Complex are prohibited.

5. Clubs, committees, classes, special interest groups and Members wishing to hold an event shall gain approval from Management.

6. Rooms may be temporarily decorated with the approval of Management. Under no circumstance may the decorations damage or permanently alter the existing décor.

7. Consumption of alcoholic beverages in the Amenity Complex by those age twenty-one (21) years and older is permitted. Individuals under the age of twenty-one (21) years may NOT consume alcohol. Persons exhibiting signs of being under the influence of drugs, alcohol or any other judgment altering substance shall be prohibited entry or removed from the Amenity Complex. Alcohol is NOT permitted to be consumed within the fenced pool area.

8. Management is responsible for the general operation, scheduling and use of the Amenity Complex, including regular and special events. Operating hours for all activities coincide with those of the Amenity Complex. Exceptions are at the discretion of Management and/or the Board of Directors.

9. Clubs, committees, classes, special interest groups and Members may reserve the use of the two flex spaces in the clubhouse building and will not be charged for the use of the flex space unless these activities incur extra costs for damages, set-up, take-down, cleaning, or when there is a "Contract for Services" fee in effect. Reservation forms may be obtained from Management.

All reservations require a \$100 security deposit. The security deposit will be refunded after an inspection by management confirms the space is clean, all trash removed and left in its original condition. Management reserves the right to decline a reservation request, at their discretion.

10. Entertainers/instructors/caterers may NOT use the Amenity Complex without an executed Event Authorization Form pre-approved by Management.

11. Clubs, classes or individual Members who want to obtain qualified experts, instructors and/or services to use the Amenities Complex venues must coordinate with Management. Management will assist in identifying cost effective service providers, facilitate contracting with vendor and will present an Event Authorization Form to be filled out.

12. A generally accepted fee schedule 10% of a total contract but may be adjusted or waived during the contact preparation. Insurance coverage can NOT be waived.

13. The representing Member should obtain all the information necessary to complete the contract. This includes the vendors' legal name, social security number or tax identification number, proof of tax exempt status for charities, address, phone numbers, proof of liability insurance in a minimum amount of \$1,000,000 and terms of the contract.

14. The club representative or individual Member who negotiates with a vendor should be mindful of the fact that the Association may require a usage fee for the use of the Amenity Center facilities, which is withheld from the total amount of the contract.

15. It should be noted that a usage fee does not apply to sponsored events which are open to all residents or to authorized charitable events. However, any additional clean-up or damage costs ARE the responsibility of the event sponsor.

16. To make a reservation contact Management who is responsible for scheduling all activities. Management determines room availability, based largely on whether an event will restrict the general use of the Amenity Complex by the Members.

17. Management will manage potential scheduling conflicts.

18. Reservations for charitable events are possible. The Registration Agreement will require proof of tax exempt status but will NOT assess the usage fee as with other "Contract of Service" events. Any cleanup, take-down or repair fees are NOT waived.

19. Members, clubs, committees, special interest groups, and/or guests may set-up, take down and move tables and chairs for an event with the prior approval of Management. All who use any area of the Amenity Complex are responsible for clean-up and assuring the area is in the original condition. Failure to do so may result in fines for damages or additional clean-up fees.

20. Dogs or other pets (with the exception of service dogs for the physically challenged) are not permitted inside the amenity buildings, except under special circumstances and when authorized by Management.

21. No commercial advertisements shall be posted or circulated at the Amenity Complex and no solicitations of any kind shall be made within the Amenity facilities.
22. No petitions shall be originated, solicited, circulated or posted in the Amenity Complex.
23. Fireworks will not be permitted anywhere with the Amenity Complex or adjacent areas.
24. No Amenity property may be removed without written approval by the Board or Management.
25. A member, club, committee or special interest group may NOT use any facility location for the personal financial gain of any Member.
26. The Amenity Complex is primarily a smoke-free environment. Smoking is allowed in areas specifically designated as smoking areas.
27. Kitchen must be left clean and in good order.
28. Trash must be collected and removed from the premises.
29. Refrigerator must be emptied and, if necessary, wiped down at the end of use.
30. Insure that cooking surfaces are turned off and cleaned.
31. Wipe down all counter top surfaces, cabinet surfaces and floors where food or drink may have been spilled.
32. Dishwasher should be emptied prior to the end of your event.
33. Failure to properly clean up after use or to remove trash from the premises may result in a charge to the Member for having Management take care of your duties.
34. Report any problems to Management.

Pool Rules

1. Lifeguards are NOT provided. SWIM AT YOUR OWN RISK.
2. It is the responsibility of the Member to monitor all their guests at all times.
3. Hours for the pool are posted by Management. These hours may be interrupted by required maintenance operations and scheduled activities.
4. For number of allowable guests and hours, see "Guest Privileges".

5. Proper bathing attire is required at all times. Cut-offs, dungarees and Bermuda shorts are NOT permitted in the pool.
6. Breakable containers of any kind are NOT permitted in the pool or pool area.
7. NO one using diapers or incontinence products may use the pool.
8. Personal sound equipment may be used only with earphones.
9. Any person with skin, eye, ear, respiratory infections, open lesions or wounds, diarrhea illness or nausea may NOT use the pool.
10. Pool capacity is determined by state and local regulations. If capacity exceeds regulations, the number of people using the pool will have to be limited.
11. Diving, jumping in, running or horseplay is prohibited.
12. "Saving chairs" or cabanas for persons absent from the pool area is prohibited.
13. Lounges, chairs and tables may be moved but please return them to their original positions and close umbrellas before leaving.
14. NO food is allowed in the pool.
15. Before leaving the area, place all trash in the trash receptacles.
16. Children who are non-swimmers must have adult in-the-pool supervision at all times.
17. Only flotation noodles, kickboards, life vests or "swimmies" (flotation armbands) approved by the U.S. Coast Guard may be used.
18. Children under the age of 15 must be accompanied by a Member over the age of 16.

Fitness Center

1. Appropriate workout attire is required. No Swimsuits, cutoffs, flip flops or street shoes.
2. Personal headphones are required for any audio play. The TV remote is available for changing channels only. Please do not make any other adjustments to the TV's.
3. Be courteous and wipe down equipment after use.
4. Observe all guidelines for using equipment safely.
5. If other individuals are waiting to use equipment, please limit use to 30 minutes.

Dog Park

1. Use of the dog park is at your own risk.
2. Dogs using the park must have a current license and rabies tag on their collar.
3. Dogs are not allowed into the park that are younger than three (3) months, in heat, sick or aggressive.
4. Owners are responsible for any damage or injury caused by their dogs while in the park.
5. No prong or spike collars are allowed.
6. Owners are required to clean up after their dogs, inside and outside the fenced area.
7. No other animals are allowed inside the dog park fenced area.
8. Any dog behaving aggressively must be immediately controlled or removed from the park.
9. No more than four (4) dogs per person at any one time.
10. Children under twelve (12) years of age must be supervised by an adult.
11. People not with a dog or with a dog owner should remain outside the fenced dog park area.
12. No large dogs in the small dog area; no small dogs in the large dog area. Small dogs are defined as those weighing no more than 40 pounds. Large dogs are defined as weighing more than 40 pounds.
13. Dog food in bowls, long-lasting chews, and glass containers are not allowed within the fenced dog park area.
14. Owners must repair holes or disturbed areas created by their dogs.
15. Dog park users must immediately leave the fenced dog park area when requested to do so by Management, Board of Directors or law enforcement personnel.
16. Professional dog trainers may not use the park to conduct their business unless it is by invitation of Management or the Board of Directors sponsored event.
17. Bicycles, rollerblades, skates, skateboards and strollers are prohibited within the fenced dog park area.
18. All local animal ordinances apply within the dog park.

Bocce Ball

1. Bocce courts are open daily from dawn until dusk, weather permitting. Use will be allowed on a first-come-first serve basis. As participation levels increase with Bridgewater, additional rules and restrictions on duration of play, reservations or other topics may be created.
2. Upper and lower body garments must be worn at all times and soft soled shoes are recommended.
3. An adult Member or authorized user over the age of 16 must accompany children under the age of 16.
4. Care and replacement of equipment is the responsibility of the users.
5. When playing bocce, individuals should walk back and forth on the perimeter of the courts, rather than on the court itself.
6. If others are waiting to use the bocce courts, limit your play to 1 hour.

SECTION IV USE OF PROPERTY

Animals. In recognition of the need for animal control within Bridgewater and the residents' right to enjoyment of the Association, the following rules and policies are hereby established to address animal problems, and to provide guidelines for processing animal questions and complaints.

- a. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or on any of the Property, except that the keeping of guide animals and up to four (4) orderly domestic pets (e.g., dogs, cats or caged birds) is permitted; provided that such pets are not kept or maintained for commercial purposes.
- b. The number of ordinary domestic pets (excluding caged animals and birds and those maintained in an aquarium or terrarium) shall not exceed four (4) pets.
- c. When outdoors, pets shall be attended by a responsible person who can control the pet; pets may not be left unattended except while in a fenced private yard. Pet owners who want to install invisible, underground electric fences to keep their animals inside of their Lot should file an application for exterior alteration with the Architectural Committee. Pets shall not be permitted upon the Association Property unless accompanied by someone who can control the pet and unless carried or leashed. No pet may be leashed to any stationary object on the

Association Property. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Property.

- d. Any Owner who keeps or maintains any pet upon any portion of the Property agrees to indemnify and hold the Association, each Owner and the Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.
- e. The Association will monitor written complaints concerning dogs off leash and/or dog excreta nuisances. A notice of violation and/or fine after applicable notice and cure opportunity will be issued if the violation is observed and verified by the Association.
- f. Written complaints received by the Association concerning nuisance animals on the Property will be processed for a hearing pursuant to Section V of the Rules by the Association if: (i) the alleged nuisance has affected at least two (2) additional Owners, residing on separate Lots, in Bridgewater; and/or, (ii) at the discretion of the Association. A written complaint form must be submitted to the Association along with the signatures of the additional two affected Owners, stating the particulars (dates and times) of the alleged nuisance. All owners signing the statement must be willing to attend a Board meeting, to which the animal's Owner has also been invited, for a hearing.
- g. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis or demonstrating aggressive behavior or a threat to the health and welfare of the residents, guests and invitees, may be removed from the Property after the Owner thereof has received ten (10) days' written notice from the Association and has failed to take corrective action. The foregoing notwithstanding, any pet which threatens the safety of any person(s) lawfully on or occupying the Property, shall be permanently removed from the Property immediately if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Association shall provide such notice as is reasonable under the circumstances. The Association will refer all residents to the Horry County Animal Control Department if an alleged domestic animal (dog or cat) control problem exists on residential private property, or if the problem concerns an undomesticated animal such as birds, opossums, deer, etc.

Television and Radio Antennas/Satellite Dishes. No antenna or satellite dish shall be erected on any Lot or other portion of the Property, except that not more than one satellite dish not exceeding one meter in diameter may be erected and maintained on each Lot in an inconspicuous location. Plans for placing such a satellite dish on any Lot must be submitted to the Architectural Review Committee for prior review and approval or disapproval. This prohibition shall include any similar apparatus or equipment for receiving or transmitting radio, television or other transmissions not presently in use but which may be developed, invented, adopted or created subsequent to the date hereof.

Association Property. The Association Property shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Association Property shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Association Property without the prior written approval of the Board. These areas are available on a first come – first serve basis.

Casualty. Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board permits a longer time period, such work must be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty; provided, however, that any unsafe structure must be immediately secured and fenced. An extension of time may be granted by the Board, in its sole and absolute discretion.

Clothes Drying Equipment. Outdoor clotheslines or other facilities for the drying or airing of any clothing or bedding shall not be permitted on any Lot or any portion of the Property.

Commercial Use. Except for those activities conducted as part of the marketing and development program of the Developer or Builder Owners within the community and home occupations in accordance with the Declaration, no Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. An Owner may maintain an office in a dwelling constructed on such Owner's Lot if (i) such office generates no significant number of visits (as determined by the Board) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the Horry County. As a condition to such use, the Board may require the Owner to pay an increase in the rate of insurance or other costs for the Association that may result from such use.

Emissions. There shall be no emissions of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or outdoor grill emissions and no production, storage or discharge of Hazardous Materials on the Property or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water.

Fences. Except for any fence installed by the Developer, or the Association, no fence shall be installed except in conformance with standards established therefore and with the written approval of the Architectural Committee. See Article III, Section 4. of the Declaration and any Guidelines.

Fishing Rules and Regulations.

- a. A South Carolina fishing license is required.
- b. Fishing permitted in the central lake only.
- c. Fishing by rod and reel, a line attached to a pole or rod, or by handheld line is permitted.
- d. Seines, gig, basket traps, submerged tires, eel pots, trot lines, turtle hooks, nets, cast nets, jugs and all other similar methods of non-game fishing devices are not allowed.
- e. Fishing with twenty (20) feet of lake fountains is prohibited.
- f. A maximum of five fish (excluding grass carp) may be harvested by a community member or a guest of a community member each week. Grass Carp are catch and release only. Grass Carp and at times other fish are added to the lake for water quality and vegetation management purposes. Therefore, these fish are catch and release only.

Garage Doors. To enhance the aesthetics of the neighborhood, garage doors must be kept closed when the garage is not in use.

Grills. Use of portable outdoor grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling, no closer than six (6) feet from the exterior of the dwelling and positioned so that smoke will not disturb adjoining Lot(s). Fires must be extinguished promptly after cooking. Permanent grills require approval from the Architectural Committee. Grills, with the propane tank removed, shall be stored when not in use inside a shed, garage, patio, deck area or other outdoor enclosure, approved by the Architectural Committee. Due to fire department regulations, the propane tank must be stored in an open outdoor area and must be shielded from the view of other Lots and Association Property.

Group Outdoor Recreational Activities. Group outdoor recreational activities may be permitted from sunrise to sunset in designated areas on Association Property if approved by the Board. All Lot Owners shall be responsible for ensuring that their family members and guests comply with posted behavior and use rules, and signs which identify parking areas for bicycles and other play equipment (skateboards, etc.), and providing for trash disposal.

Hazardous Use; Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance applicable for permitted uses for the Association Property or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance covering the Association Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or

explosive cargo may be kept or driven on the Property at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, or any portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Association Property.

Holiday/Seasonal Decorations. "Holiday/Seasonal Decoration" as used herein means, those temporary decorations associated with a particular national, state, local or religious holiday. Seasonal decorations may be displayed without Architectural Committee approval for up to seven (7) days before and seven (7) days after such holiday, except Christmas and Hanukkah and other religious holiday decorations which may be displayed from Thanksgiving through January 7th of each year. Owners desiring to display Seasonal Decorations for longer periods shall apply to the Architectural Committee for permission.

Hoses. Except when in use, hoses shall be stored in a neat and orderly fashion.

Irrigation. Subject to the rights retained by Developer, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or surface waters within or adjacent to the Property shall be installed, constructed or operated within the Property without the written approval of Developer, except that the Association shall have the right to draw upon water from such water bodies for irrigation of the Association Property. However, this Paragraph shall not apply to the Developer and may not be amended without Developer's written consent, so long as Developer has the right to add property in accordance with Article X, Section 2 of the Declaration.

Lakes and Water Bodies. As provided in the Declaration and subject to the use of the lakes for irrigation purposes by the Developer and the Association, all lakes, except the central lake on which the amenity site is situated, within the Property are aesthetic amenities only, and no other use thereof, including, without limitation, swimming, boating, fishing, playing or use of personal floatation devices shall be permitted. No piers or docks shall be constructed on any portion of the lakes nor attached to the shoreline or banks thereof, except for those approved by the Board or the Developer. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds, streams or other bodies of water within the Property.

Central Lake. As it relates to the central lake, kayaks, canoes and paddle boats are permitted the following rules and regulations apply:

- a. Use of the lake and common areas owned by the Association is at your own risk. No life guard is provided.
- b. Water activities are permitted sunup to sundown.
- c. Community members and their guests acknowledge that the lakes, as with all waterways in the State of South Carolina may contain alligators, snakes and other wildlife which may be harmful to humans and pets. Lake users are cautioned to be careful when in the vicinity of the water, high grasses and common areas.
- d. Kayaks, canoes and paddle boats are permitted on the central lake and must be removed from the common area immediately after use. Motorized boats of any nature are not permitted.
- e. Boats are not permitted within 20' of any storm drainage, inlet or outlet structure on the lake or any lake fountain. Any damage caused by encroachment, by a member or their guest, shall be the responsibility of the member.
- f. Fishing is permitted on the central lake only.
- g. Guests must be accompanied by a member at all times.
- h. No swimming, diving, or wading is permitted in any of the lakes.
- i. Members shall be held responsible for any damage to community property, lake fountains and/or personal injury caused by members or their guests. Lake privileges may be revoked for causing such damage or injury. In addition, the Association may levy fines and other monetary penalties pursuant to the Association's Declaration, By Laws and Rules and Regulations.
- j. The use of alcohol, drugs and tobacco is prohibited.
- k. Animals (including waterfowl) are not permitted in the lake. No community member shall stock the lakes with fish, waterfowl or other wildlife, except as specifically authorized by the Declarant or the Association. The Declarant and the Association reserve the right to stock the lakes with fish or other wildlife which in their opinion may be beneficial to the lakes.
- l. Hunting on the lakes or on the common areas owned by the Association is prohibited.
- m. Feeding or baiting wildlife is prohibited.

- n. Persons using the lake must be considerate of lake users, community members and adjoining property owners. The Association reserves the right to revoke the lake use privilege and/or impose fines for any behavior which creates a nuisance or disturbance.
- o. Chemicals, fertilizers or pesticides may not be used within ten (10) feet from the lake to minimize harmful run off. The Declarant, Developer and Association reserve the right to use these chemicals, when necessary to properly manage the lake, manage the vegetation within the lake or to complete the development of the community. The Association consults with professional lake management companies and, on occasion, will need to utilize chemical applications for the management of the lake.
- p. No person shall pollute the waters or common areas owned by the Association with sewerage, garbage, rubbish, tree limbs, stumps, debris or waste of any kind. No person shall use gasoline, oil lubricants or any other substance in such a manner as to cause pollution of the water as previously described. The Developer, Declarant and Association reserve the right to use equipment which may require gasoline or oil based lubricants for construction, repair, or to further develop the community and lake. The Declarant, Developer or Association may also install tree stumps or other materials to create fish habitats or otherwise properly manage the lake.
- q. Lake waters may not be drawn for any private use. The Declarant, Developer and Association reserve the right to draw water from the lake for construction or management of the property. Drawing water from the lake requires written approval of the Declarant or Association.
- r. Homeowners, guests and other people using the lake are prohibited from installing fire pits or starting fires in the common areas surrounding the lake except with the approval of the Association and in an area which may be designated appropriate by the Association. The Association reserves the right to create a designated area for a fire pit should the Association choose to do so.

Members having property directly adjoining the central lake are allowed direct access to the central lake in order to launch a kayak, canoe or paddle boat. This privilege is limited to the Member or tenant who resides at the property having direct access to the central lake. All boats must be promptly removed from the lake after use and must be stored out of view.

Boating Rules and Regulations:

THE USE OF KAYAKS, CANOES AND/OR PADDLE BOATS IS AT YOUR OWN RISK.
NO LIFEGUARD PROVIDED.

If the boat has been used in another body of water, it must be rinsed prior to entering the water.

Coast Guard approved life vests must be provided for each person in the boat and worn at all times by all persons under the age of 14. It is the boat owner's sole responsibility to ensure that there is one Coast Guard approved life vest for each person on the boat or watercraft and that all South Carolina boating rules are followed.

Boats are not allowed on the lake during inclement weather, before sunrise or after sunset.

Boats must remain at least twenty (20) feet away from any storm drainage structure, inlet or outlet structure or lake fountain.

Children under the age of sixteen (16) must be accompanied by a parent or guardian over the age of eighteen (18) while boating on the lake.

No person shall use any vessel in a negligent manner so as to endanger life, limb or property.

No jumping, horseplay, or bumping of boats is allowed.

All boats must be removed from the lake and common areas after use. Overnight mooring of boats or watercrafts of any kind on the lake is prohibited. Boats and watercrafts which are found moored on the lakes or secured to the Association's common areas may be removed and stored at the Members expense. Costs and expenses incurred to remove the boat or watercraft and to restore the lakes or common areas will be charged to the member.

No boats, boat trailers, watercrafts or similar vessels shall be stored in or on the Association's common areas or sub-association's common areas between the residential unit and the water of the adjacent lake. Boat, boat trailer, watercraft or similar vessel storage on a private lot shall be adequately screened from view from the lake and the surrounding area.

Member's boats must be approved by the Association. Minimum requirements are:

No gas powered motorized watercrafts are permitted except those which may be used by the Association for management purposes.

No boats over 16' in length. The Association reserves the exclusive right to use larger boats or watercrafts for maintenance, construction, community events and other management purposes.

No houseboats.

No water rafts, hydroplanes or tire tubes.

No windsurfers, paddle boards or water skiing.

No jet skis, wave runners or similar watercrafts.

Landscaping; Sight lines. No tree, hedge, shrub or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic, or otherwise creates a traffic problem for vehicular traffic on public streets. Pavement, paving stones, edging and curbing material, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the public utility standards; or (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow channels of any drainage channels. No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, electrical wire, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

Lawful Use. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, the Developer, or any owner's association, whichever shall have the obligation for the upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be included in the Special or Maintenance Assessments, as appropriate.

Leaf Collection. The burning of leaves and other yard debris within the Property is strictly prohibited. At no time shall leaves be piled in streets for collection without being put in bags approved by the trash collection company. Bags shall not be placed by the curb until the night before collection. A Lot owner shall not rake or blow leaves onto the Association Property for collection by the Association.

Leasing. No dwelling located on the Property shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than twelve (12) months. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the lessee to comply with the Governing Documents, including, without limitation, the Rules; and (ii) providing that failure to comply with such documents constitutes a default under the lease. Subletting is not permitted. No portion of a dwelling unit, other than entire dwelling unit, shall be leased for any period. All absentee Owners shall promptly notify the Association of their new address and phone number and the name, work and home phone numbers of their tenants and management/leasing company, as applicable. It is the responsibility of the Owner to ensure that any management/leasing company acting on his or her behalf provides the Association with information regarding tenants. Please see Article II, Section 6. of the Declaration for other provisions related to the leasing of Property.

Maintenance. As provided in Article IX, Section 1 of the Declaration, each Owner shall keep all Lots owned by him, and all improvements thereon in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board shall have the right to enter

upon such Lot to correct such failure. All costs related to such correction shall become a Special Assessment upon such Lot and as such shall be regarded as a Special Assessment with respect to lien rights and remedies of the Association.

Oil and Mining. No portion of the Property shall be used for the purpose of boring, drilling, refining, mining or quarrying.

Moving. Move-ins and move-outs should be conducted between the hours of 7:00 A.M. and 9:00 P.M. unless otherwise approved by the Association's Association.

Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. The foregoing sentence shall not apply to the noise emitted by or in connection with the construction of improvements by Developer, or a Builder Owner.

Nuisances. No nuisance shall be permitted to exist on any Lot. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on Association Property or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board shall have the power to make and to enforce reasonable rules in furtherance of this provision.

Obstructions. No person shall obstruct any of the Association Property, or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Association Property without the approval of the Board. Nothing shall be altered or constructed in or removed from the Association Property except with the proper written approval of the Board.

Resident Contacts. All Owners must provide the Association with the name, address and phone number(s) of each occupant and of persons to be notified in emergencies.

Parking and Vehicular Restrictions.

- a. Parking in the Property shall be restricted to private automobiles, passenger vans, and personal use pickup trucks and only within the driveways and parking areas designed and/or designated for parking. All vehicles must be parked so as not to impede traffic, sidewalks, mailbox access, or damage vegetation. No parking on lawns shall be permitted. On street parking is prohibited except for temporary parking, such as guests.
- b. No junk or derelict vehicles or other vehicle not displaying current registration plates and current city/county and state permits shall be kept on any portion of the

Property, except within an enclosed garage. Repair or restoration of any vehicle of any kind upon or within a property is not permitted except within enclosed garages and for emergency repairs, and then only to the extent necessary to enable the movement of the vehicle to a proper repair facility.

- c. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles (e.g. non-licensed motorcycles, etc.), boats, or commercial vans shall be parked or stored within the Property, except in garages.

The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services nor shall any such restrictions apply to any vehicles of the Developer or the Association. Service vehicles for repairs and/or construction may park within the Property between 7:00 A.M. and 8:00 P.M. except in the case of emergencies.

No motorcycle, go-kart, ATV, scooter, mini-bike or other motorized or self-propelled machine shall be operated on any portion of the Property or any adjacent property except as may be lawfully permitted on streets, parking areas or similar portions of the Property or such adjacent property intended for motor vehicle traffic. In addition to being a violation of these Rules, a violation of this restriction by an Owner may be a violation of local or state laws and subject a violating Owner to civil or criminal penalties. If any such penalties are imposed on or asserted against the Association as a result of a violation by an Owner, such Owner shall be responsible for and pay such penalties, as well as any other costs incurred by the Association as a result thereof.

Golf carts are permitted to be operated within Bridgewater provided they comply with any and all Horry County regulations, if any, and must be parked and stored within an enclosed garage. Golf carts must remain on hard surfaces and not permitted to be operated on any turf or landscaped areas.

- d. Subject to applicable laws and ordinances, any vehicle, recreational vehicle, boat, or trailer (hereinafter "vehicle"), parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or fire lane, double parked or otherwise blocking throughways, sidewalks, mailbox access or causing an emergency situation, it will be subject to towing without notice; and (ii) if the vehicle is parked in violation of these or other restrictions but not parked as provided in (i), then it may be towed by the Association without notice. The Association shall not be liable to the owner of the towed vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any

kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.

Recreational/Athletic Equipment - Portable Basketball Goals. Full-size portable basketball goals are authorized, provided they are not near streets and are stored in a garage or enclosed back yard when not in use and are subject to approval by the ARC. The following guidelines must be observed for portable basketball goals.

- a. Basketball goals may not be located on any Association Property.
- b. The base of a portable goal should be filled with sand or other suitable material to provide stability to the structure. Objects may not be placed on the goal's base.
- c. Play is prohibited between sundown and 9:00 A.M.
- d. Only one portable basketball goal is permitted on a Lot.

Other Recreational/Athletic Equipment.

- a. Except for those basketball goals in accordance with the paragraph above, no permanent recreational/athletic equipment (i.e., baseball cages, skateboard ramps, hockey or soccer nets, basketball hoops/backboards, etc.) shall be permitted on any Lot.
- b. All permanent recreational equipment to be installed on Association Property must be approved by the Architectural Committee.
- c. All equipment must be stored inside a storage building, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.
- d. Portable freestanding athletic equipment may not be set up and used on any Association Property.
- e. Play is prohibited between sundown and 9:00 A.M.

Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from the Association Property and/or adjoining Lots when not in use. When not in use, wading pools should be emptied so as not to cause a drainage or insect problem. Swing sets and similar playground equipment require Architectural Committee approval.

Pools, Above Ground. No above-ground pools shall be permitted on any Lot or portion of the Property. Hot tubs, swim spas and similar facilities approved by the Architectural Review Committee and otherwise complying with all applicable laws, codes and zoning and other ordinances of the Horry County shall not be deemed to be above-ground pools, and subject to the foregoing requirements, shall be permitted.

Signs. No sign of any kind may be displayed to the public view on any Lot except as provided for in the Declaration and as follows:

- a. One (1) sign of not more than two (2') feet by three (3') advertising the property for sale, provided the sign is removed no later than fourteen (14) days after the sale (closing) of the Lot to a new owner; and
- b. Signs used by the Builder to advertise the property during the construction or sale period.
- c. No sign of any kind shall be placed or displayed in any window.

Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment require approval of the Architectural Committee. See Article II, Section 29 of the Declaration. All such equipment shall be an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Solicitation/Pamphleteering. Soliciting and pamphleteering is prohibited within the entire community of Bridgewater.

Temporary Structures; Trailers. Except for any storage building permitted by the Declaration, no structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the development of the Lots or the construction of any structures thereon. Such temporary structures shall be removed immediately upon completion of construction. To the extent boats and recreational vehicles are permitted by the Declaration, at no time shall they be used as temporary or permanent residence.

Trash. All garbage and trash stored on the Property shall be kept in covered containers, and, except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be screened from view of the street and adjoining properties inside a garage or inside a fenced or screened area. Trash containers shall not encroach on the building setback lines. Accumulation or storage of litter, refuse, bulk materials, building materials, garbage or trash of any other kind shall not be permitted on any Lot. No incinerator shall be kept or maintained upon the Property. The burning of trash, leaves or other debris is strictly prohibited within the Property.

Unless provided by the waste management service provider, each Owner shall provide receptacles of an approved type, size and style for garbage on each Lot. All garbage receptacles, tools and equipment for use on the Lot or otherwise, shall be placed within any permitted storage building or behind a visual barrier in the rear portion of the Lot(s) to shield same from general visibility from roads abutting, or having a direct view of, the Lot(s). Trash receptacles may be maintained in the front or side yard of any Lot only for the purposes of collection, and then only for the shortest time reasonably necessary for such collection.

Trees and Vegetation. No trees or vegetation exceeding four inches (6") in diameter shall be removed from any Lot or other portion of the Property except with the written permission of the Architectural Committee; provided, however, this restriction shall not apply to dead, diseased or storm damaged trees or vegetation and shall not prevent the pruning of trees or vegetation to promote healthy growth of same. Owners shall use their best efforts to preserve all existing trees and vegetation exceeding four inches (6") in diameter located on the Lots other than those that must be removed for the construction, operation and maintenance of street and/or utility lines, construction of dwellings, or purposes required or approved by any governmental authority having jurisdiction over the Lots.

Utilities. No utility facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits, shall be placed or maintained above the surface of the ground, unless there is prior written approval given by the Association.

Window Treatments. Drapes and other window treatments (such as blinds or shutters) must have a white lining or backing.

Yard/Garage Sales. Yard/garage sales are permitted within the Property provided the following items are observed:

- a. Horry County regulations must be followed and the proper permit needs to be obtained.
- b. No more than four (4) yard/garage sales are permitted at one residence per year.
- c. Signs advertising yard/garage sales shall not be placed on any property other than that of the residence of the person conducting such sale and removed immediately afterward.
- d. Yard/garage sales may only be conducted between the hours of 7:00 A.M. and dusk.

SECTION V COMPLAINT RESOLUTION PROCEDURES

Courtesy and cooperation among residents are a must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Association Manager to request assistance. The complaint filed with the Association should be in writing and should document the problem as thoroughly as possible. The Association will attempt to resolve the problem informally. Final recourse is available through the Board, which will schedule a panel to hear the complaint.

Informal Procedures for Violations of the Governing Documents.

- a. Noncompliance with the Governing Documents may be noted by a resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Association. Such notice shall specify the time, date, place and nature of the violation.
- b. Upon receipt of such notice and determination by the Board, in its sole discretion, that the complaint is valid the Association shall attempt to secure compliance by phone call, personal contact or by sending notice to the Owner stating the time, date, place and nature of violation to be corrected and notice that noncompliance repetition or such violation may result in imposition of sanctions, fines and/or legal action after notice and hearings by the Board. A record of this action and a copy of all notices sent by the Board or Association and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

Formal Procedures for Violations of the Governing Documents.

- a. The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Resident or Owner may file a complaint unless the informal procedures set forth in Paragraph 1 above have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Board or Association. The complaint shall identify the specific provisions of the Governing Documents which the Owner or resident is alleged to have violated or to be in continuing violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.
- b. Every resident or Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint, the proposed sanction to be imposed and a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed. Before any disciplinary action is taken against such resident or Owner, the resident or Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel, at their expense, before the Board. z Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner and, if applicable to the resident, at the address(es) of record with the Association at least ten (10) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Rules has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are

responsible. The amount of any fines assessed by the Board shall be in an amount up to Fifty and 00/100 Dollars (\$50.00) for a single offense or Ten and 00/100 Dollars (\$10.00) per day for any period not to exceed ninety (90) days for any offense of a continuing nature and shall be treated as a Special Assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

- c. If the Board finds that the same violation is recurring within a six (6) months' time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a fine of up to Fifty and 00/100 Dollars (\$50.00) per occurrence will be levied for each day the violation is noted during a specified period of time (e.g. six (6) months) and shall be treated as a Special Assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

Prepared by:

Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

May 1, 2020

Document: Fifth Amendment to Declaration of Protective Covenants, Restrictions,
Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of
Amendment: Phasing Amendment to submit Seaglass Village – Phase 2 and Waterside
Village – Phase 1 to the Bridgewater Subdivision covenants and
restrictions.

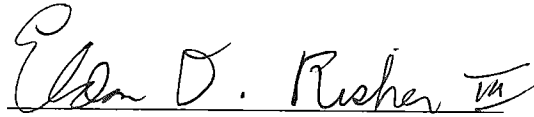
Location: Rt. 9, Little River, SC

Governing
HOA: Bridgewater Villages Homeowner's Association, Inc.

Person
Recording: Name: Eldon D. Risher, III
Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

STATE OF SOUTH CAROLINA	)	FIFTH AMENDMENT TO DECLARATION OF
	)	PROTECTIVE COVENANTS, RESTRICTIONS,
	)	EASEMENTS, CHARGES AND LIENS FOR
COUNTY OF HORRY	)	BRIDGEWATER

This Fifth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant").

RECITALS:

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Deed Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated April 13, 2018, recorded in the office of the Horry County Register of Deeds on April 17, 2018 in Deed Book 4099 at page 1002 ("the First Amendment"), the Declarant submitted Portside Village at Bridgewater – Phase 1 to the Declaration; and

WHEREAS by Second Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated May 25, 2018, recorded in the office of the Horry County Register of Deeds on June 21, 2018 in Deed Book 4117 at page 1984 ("the Second Amendment"), the Declaration was amended to amend the definition of "Lake Maintenance Easement" and amend Article II Section 20 restrictions on animals and pets; and

WHEREAS by Third Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated October 3, 2018, recorded in the office of the Horry County Register of Deeds on October 9, 2018 in Deed Book 4148 at page 2535 ("the Third Amendment"), the Declaration was amended to amend Article III, Section 4 regarding Fences, Walls and Animal Pens and amend Article VI Section 14 Party Walls and Fences to provide for an Interior Lot Maintenance Easement; and

WHEREAS by Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated April 29, 2019, recorded in the office of the Horry County Register of Deeds on May 8, 2019 in Deed Book 4205 at page 3449 ("the Fourth Amendment"), the Declarant submitted Seaglass Village – Phase 1 and Sawgrass – Phase 2 to the Declaration; and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.

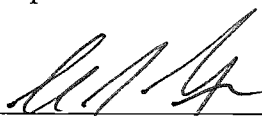
Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this April 30, 2020.

Signed, sealed and delivered
In the presence of:


BAYTREE SC, LLC
a Virginia limited liability company (Seal)



Witness



Witness

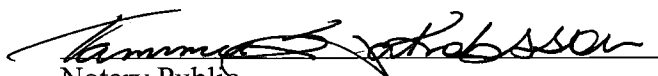
By: 

Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose
name as such is signed to the foregoing Fifth Amendment to Protective Covenants, Restrictions,
Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged
the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 30 day of April, 2020.



Notary Public

My commission expires: 2/28/2021

Registration No. 7556642

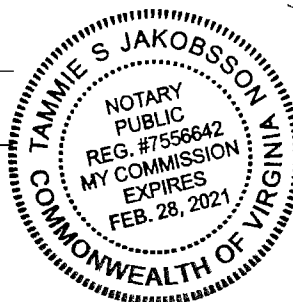


EXHIBIT "A"

Legal Description

Seaglass Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 51 thru 67 and Lots 81 thru 95 and Lots 103 thru 110 on “Final Plat Seaglass Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 7, 2019, last revised March 4, 2020, and recorded April 14, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 292 at pages 120 & 121, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #1A”, “Open Space #5”, and “Open Space #6” on the above plat.

Lot 51 thru 67 – Pin No. 31305030046 thru 31305030062
Lot 81 thru 95 – Pin No. 31305030063 thru 31305030077
Lot 103 thru 110 – Pin No. 31305030078 thru 31305030085
Open Space 1A – Combined with Pin No. 31300000028
Open Space 5 and 6 – Pin No. 31305030086 and 31305030087

AND

Waterside Village – Phase 1

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 1 thru 34 on “Final Plat Waterside Village – Phase 1, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 7, 2019, and recorded February 17, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 291 at page 222, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Common Area 0.03 ± ac.” and “20’ Private Alley” on the above plat.

Lot 1 thru 34 - Pin No. 31305040030 thru 31305040063
Common Area – Pin 31305040064
Private Alley – Pin 31305040065

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: whardin@inletlaw.com

Related Document(s): book **4095** , page **1508**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
RESTRICTIONS EASEMENTS CHARGES AND LIENS**

TAX MAP NUMBER (TMS #) . / PIN NUMBER: .

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. **BAYTREE SC LLC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **BRIDGEWATER**

Prepared by:

Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

September 29, 2020

Document: Seventh Amendment to Declaration of Protective Covenants, Restrictions,
Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of
Amendment: Phasing Amendment to submit Shadowbay Village – Phase 1 and
Portside Village – Phase 2 to the Bridgewater Subdivision covenants and
restrictions.

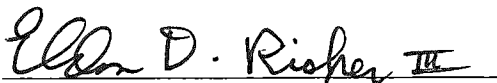
Location: Rt. 9, Little River, SC

Governing
HOA: Bridgewater Villages Homeowner's Association, Inc.

Person Name: Eldon D. Risher, III
Recording: Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

This Seventh Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant").

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Deed Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 13, 2018, recorded in the office of the Horry County Register of Deeds on April 17, 2018 in Deed Book 4099 at page 1002 ("the First Amendment"), the Declarant submitted Portside Village at Bridgewater – Phase 1 to the Declaration; and

WHEREAS by Second Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated May 25, 2018, recorded in the office of the Horry County Register of Deeds on June 21, 2018 in Deed Book 4117 at page 1984 ("the Second Amendment"), the Declaration was amended to amend the definition of "Lake Maintenance Easement" and amend Article II Section 20 restrictions on animals and pets ; and

WHEREAS by Third Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated October 3, 2018, recorded in the office of the Horry County Register of Deeds on October 9, 2018 in Deed Book 4148 at page 2535 ("the Third Amendment"), the Declaration was amended to amend Article III, Section 4 regarding Fences, Walls and Animal Pens and amend Article VI Section 14 Party Walls and Fences to provide for an Interior Lot Maintenance Easement; and

WHEREAS by Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 29, 2019, recorded in the office of the Horry County Register of Deeds on May 8, 2019 in Deed Book 4205 at page 3449 ("the Fourth Amendment"), the Declarant submitted Seaglass Village – Phase 1 and Sawgrass – Phase 2 to the Declaration; and

WHEREAS by Fifth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 30, 2020, recorded in the office of the Horry County Register of Deeds on May 1, 2020 in Deed Book 4308 at page 2780 ("the Fifth Amendment"), the Declarant submitted Seaglass Village – Phase 2 and Waterside Village – Phase 1 to the Declaration; and

WHEREAS by Sixth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated September 25, 2020 recorded in the office of the Horry County Register of Deeds on September 29, 2020 in Deed Book 4347 at page 1816 ("the Sixth Amendment"), the Declaration was amended to modify Article III and Article IX; and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.

Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this September 25, 2020.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)

Marie Beach
Witness

Lee S. [Signature]
Witness

By: *[Signature]*
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose
name as such is signed to the foregoing Seventh Amendment to Protective Covenants, Restrictions,
Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged
the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 25 day of Sept., 2020.

Tammie S. Jakobsson
Notary Public

My commission expires: 2/28/2021

Registration No. 7556642

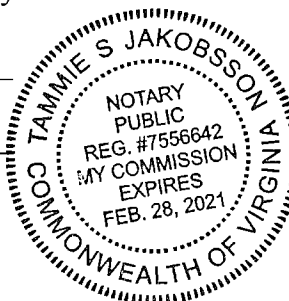


EXHIBIT "A"

Legal Description

Shadowbay Village – Phase 1

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 1 thru 9 and Lots 53 thru 82 and Lots 96 thru 105 on “Final Plat Shadowbay Village – Phase 1, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated February 3, 2020, last revised April 23, 2020, and recorded May 27, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 293 at pages 42 & 43, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #1” and “Open Space #2” on the above plat.

Lot 1 thru 9 – Pin No. 31306010001 thru 31306010009
Lot 53 thru 77 – Pin No. 31306010025 thru 31306010049
Lot 78 thru 82 – Pin No. 31306010014 thru 31306010010
Lot 96 thru 98 – Pin No. 31306010017 thru 31306010015
Lot 99 thru 105 – Pin No. 31306010018 thru 31306010024
Open Space 1 – Pin No. 31306010050
Open Space 2 – Pin No. 31306040164

AND

Portside Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 1 thru 42 on “Final Plat Portside Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated February 7, 2020, and recorded May 18, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 292 at page 332, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Common Area #2”, “Common Area #3” and “Common Area #4” on the above plat.

Lot 1 thru 6 - Pin No. 31311020064 thru 31311020069
Lot 7 thru 17 – Pin No. 31306030002 thru 31306030012
Lot 18 thru 42 – Pin No. 31311020070 thru 31311020094
Common Area #2 – Pin No. 31311020062
Common Area #3 – Pin No. 31311020095
Common Area #4 – Pin No. 31311020096

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: whardin@inletlaw.com

Related Document(s): book **4095** , page **1508**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

BRIEF PROPERTY DESCRIPTION: Lots 1-9 and Lots 53-82 and Lots 96-105 Shadowbay Village Ph. 1 and Lots 1-42 Portside
Village Ph 2

TAX MAP NUMBER (TMS #) . / PIN NUMBER: .

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. **BAYTREE SC LLC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **BRIDGEWATER VILLAGES HOMEOWNERS ASSOCIATION INC**

Prepared by:

Joye, Nappier, Risher & Hardin, LLC

September 28, 2020

3575 Highway 17 Business
Murrells Inlet, SC 29576

Document: Sixth Amendment to Declaration of Protective Covenants, Restrictions,
Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of
Amendment: Amendment to Article III, Section 4 and amendment to Article IX of the
Declaration of Protective Covenants to add Section 6.

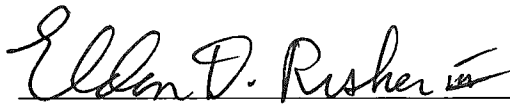
Location: Rt. 9, Little River, SC

Governing
HOA: Bridgewater Villages Homeowner's Association, Inc.

Person Name: Eldon D. Risher, III
Recording: Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

STATE OF SOUTH CAROLINA	)	SIXTH AMENDMENT TO DECLARATION OF
	)	PROTECTIVE COVENANTS, RESTRICTIONS,
	)	EASEMENTS, CHARGES AND LIENS FOR
COUNTY OF HORRY	)	BRIDGEWATER

This Sixth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant") and **BRIDGEWATER VILLAGES HOMEOWNERS ASSOCIATION, INC.** (the "Association").

RECITALS:

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Deed Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 13, 2018, recorded in the office of the Horry County Register of Deeds on April 17, 2018 in Deed Book 4099 at page 1002 ("the First Amendment"), the Declarant submitted Portside Village at Bridgewater – Phase 1 to the Declaration; and

WHEREAS by Second Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated May 25, 2018, recorded in the office of the Horry County Register of Deeds on June 21, 2018 in Deed Book 4117 at page 1984 ("the Second Amendment"), the Declaration was amended to amend the definition of "Lake Maintenance Easement" and amend Article II Section 20 restrictions on animals and pets ; and

WHEREAS by Third Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated October 3, 2018, recorded in the office of the Horry County Register of Deeds on October 9, 2018 in Deed Book 4148 at page 2535 ("the Third Amendment"), the Declaration was amended to amend Article III, Section 4 regarding Fences, Walls and Animal Pens and amend Article VI Section 14 Party Walls and Fences to provide for an Interior Lot Maintenance Easement; and

WHEREAS by Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 29, 2019, recorded in the office of the Horry County Register of Deeds on May 8, 2019 in Deed Book 4205 at page 3449 ("the Fourth Amendment"), the Declarant submitted Seaglass Village – Phase 1 and Sawgrass – Phase 2 to the Declaration; and

WHEREAS by Fifth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 30, 2020, recorded in the office of the Horry County Register of Deeds on May 1, 2020 in Deed Book 4308 at page 2780 ("the Fifth Amendment"), the Declarant submitted Seaglass Village – Phase 2 and Waterside Village – Phase 1 to the Declaration; and

WHEREAS Article XIV, Section 11 of the Declaration provides that the Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time by two-thirds (2/3) vote of membership in Association as evidenced by an instrument certified by the Board of Directors and duly recorded in the Office of the Register of Deeds; and

WHEREAS, the Declarant and the Association desire to amend certain provisions of the Declaration as set out below; and

WHEREAS Class A and Class B members were provided proper notice of the amendment described below and were given the opportunity to vote. The below described amendment was properly approved in accordance with the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 4. Fences, Walls and Animal Pens. is deleted in its entirety and the following language substituted therefor:

“Section 4. Fences, Walls and Animal Pens. Any fences, walls or animal pens sought to be constructed on any Lot shall require the specific written approval of the Declarant or the ARC prior to construction. Approval as to location, size, composition, configuration, exterior materials, color, design and other similar matters is at the sole discretion of the Declarant or the ARC, and such approval may be withheld for purely aesthetic considerations.

No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on any Lot or Lots across the front street line of the said Lot or Lots or on either of the side lines of the said Lot or Lots until such time as the Declarant or the ARC approves same as to location.

The use of visually permeable (i.e. wrought iron or aluminum) fences, black or dark bronze in color and being no more than four (4') feet in height, is required for fences on single family lots. In the case of townhomes, villas, duplexes and courtyard single family homes, fences installed by the

Developer, Builder or Owner may be built out of vinyl, masonry, or other material approved by the Developer and being no more than six (6') feet in height. Developer, however, reserves the right to alter the above requirements on a Village by Village basis, including but not limited to Portside Village - Phase 2, Shadowbay Village - Phase 1, Waterside Village - Phase 1 and such other Villages as may be brought into Bridgewater Villages Subdivision in the future.

It is contemplated that lawn maintenance will be provided by the Association for specific Villages. If the Association provides lawn maintenance and in the event a Lot Owner desires to install a fence, such fence shall provide for a gate along the rear line of the fence to provide access to the rear yard for purposes of maintaining the Lot. If no such gate is installed, the fenced area will not be provided with lawn maintenance services."

2. Article IX. Exterior Maintenance, Reasonable Access and Maintenance of Common Area. is hereby amended to add Section 6 as follows:

"Section 6. Maintenance of Single Family Homes within Designated Villages. The Association will provide, subject to the provisions of Article VII, Section 5, such maintenance as the Board of Directors shall determine is necessary, including but not limited to the following:

a. Full lawn maintenance, to include grass cutting, weeding, edging, trimming bushes and trees, application of fertilizer and weed control and annual application of pine straw or mulch."


Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

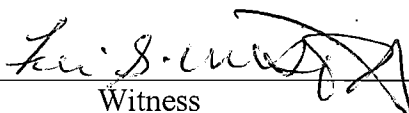
[Signature Page to Follow]


IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this Sept 25, 2020.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

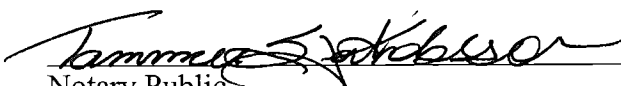

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

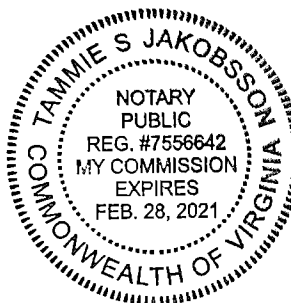
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose
name as such is signed to the foregoing Sixth Amendment to Protective Covenants, Restrictions,
Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged
the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 25 day of Sept, 2020.


Notary Public

My commission expires: 2/28/2021

Registration No. 75561642



IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this Sept. 28, 2020.

Signed, sealed and delivered
In the presence of:

**BRIDGEWATER VILLAGES
HOMEOWNERS ASSOCIATION, INC.**
(Seal)

Marsha von Ah
Witness

Eldon D. Risher III
Witness

By: *Rick L. Ryan*
Rick L. Ryan
Its: President

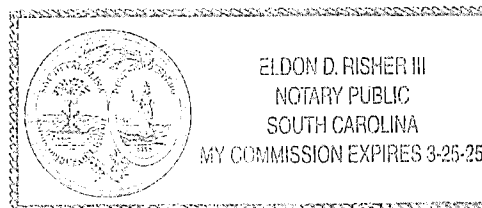
STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, Eldon D. Risher III, Notary Public for South Carolina, do hereby
certify that Rick L. Ryan as President of Bridgewater Villages Homeowners
Association, Inc., a South Carolina corporation, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 28 day of September, 2020.

Eldon D. Risher III
Notary Public for South Carolina
My Commission Expires: 3-25-25



**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: whardin@inletlaw.com

Related Document(s): book **4095** , page **1508**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

BRIEF PROPERTY DESCRIPTION: Sixth Amendment to Protective Covenants Restrictions Easements Charges and Liens for
Bridgewater

TAX MAP NUMBER (TMS #) . / PIN NUMBER: .

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. BAYTREE SC LLC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. BRIDGEWATER VILLAGES HOMEOWNERS ASSOCIATION INC

Prepared by:

Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

August 30 2021

Document: Eighth Amendment to Declaration of Protective Covenants, Restrictions,
Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of
Amendment: Phasing Amendment to submit Shadowbay Village – Phase 2, Waterside
Village – Phase 2, Waterside Village – Phase 3 and Waterside Village –
Phase 4 to the Bridgewater Subdivision covenants and restrictions.

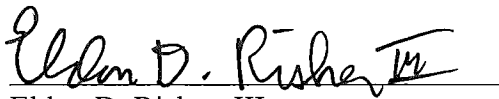
Location: Rt. 9, Little River, SC

Governing
HOA: Bridgewater Villages Homeowner's Association, Inc.

Person Name: Eldon D. Risher, III
Recording: Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

WHEREAS by Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 29, 2019, recorded in the office of the Horry County Register of Deeds on May 8, 2019 in Deed Book 4205 at page 3449 ("the Fourth Amendment"), the Declarant submitted Seaglass Village – Phase 1 and Sawgrass – Phase 2 to the Declaration; and

WHEREAS by Fifth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 30, 2020, recorded in the office of the Horry County Register of Deeds on May 1, 2020 in Deed Book 4308 at page 2780 ("the Fifth Amendment"), the Declarant submitted Seaglass Village – Phase 2 and Waterside Village – Phase 1 to the Declaration; and

WHEREAS by Sixth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated September 25, 2020 recorded in the office of the Horry County Register of Deeds on September 29, 2020 in Deed Book 4347 at page 1816 ("the Sixth Amendment"), the Declaration was amended to modify Article III and Article IX; and

WHEREAS by Seventh Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated September 25, 2020, recorded in the office of the Horry County Register of Deeds on September 29, 2020 in Deed Book 4347 at page 2503 ("the Seventh Amendment"), the Declarant submitted Shadowbay Village – Phase 1 and Portside Village – Phase 2 to the Declaration; and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.

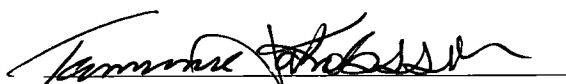
Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

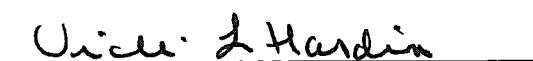
[Signature Page to Follow]


IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this August 27, 2021.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

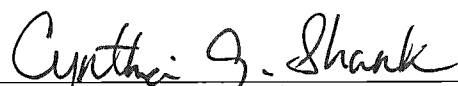

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose
name as such is signed to the foregoing Eighth Amendment to Protective Covenants, Restrictions,
Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged
the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 27 day of August, 2021.


Notary Public CYNTHIA G. SHANK

My commission expires: 10/31/2024

Registration No. 213972

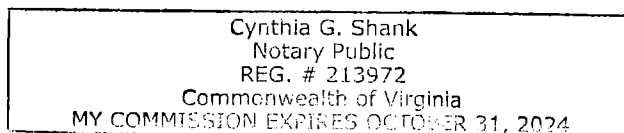


EXHIBIT "A"

Legal Description

Shadowbay Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 10 thru 52 and Lots 83 thru 95 and Lots 106 thru 114 on “Final Subdivision Plat - Shadowbay Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated January 18, 2021, last revised February 2, 2021, and recorded March 12, 2021 in the Office of the Register of Deeds for Horry County in Plat Book 297 at pages 289 & 290, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #2” and “Open Space #3” on the above plat.

Lot 10 thru 12 - Pin No. 31306010058 thru 31306010060
Lot 13 thru 38 - Pin No. 31306040181 thru 31306040206
Lot 39 – Pin No. 31306010061
Lot 40 thru 51 - Pin No. 31307020017 thru 31307020028
Lot 52 – Pin No. 31306010001 thru 31306010009
Lot 83 thru 95 – Pin No. 31306010063 thru 31306010075
Lot 106 thru 107 – Pin No. 31306010076 thru 31306010077
Lot 108 thru 109 – Pin No. 31307020029 thru 31307020030
Lot 110 thru 114 – Pin No. 31306010078 thru 31306010082
Open Space 2 – Pin No. 31306040207
Open Space 3 – Pin No. 31306040208

AND

Waterside Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 35 thru 59 on “Final Subdivision Plat - Waterside Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 15, 2020, revised November 16, 2020 and recorded December 17, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at page 226, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “20' Private Alley” on the above plat.

Lot 35 thru 59 - Pin No. 31306030013 thru 31306030037
Private Alley – Pin No. 31306030071

AND

Waterside Village – Phase 3

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 60 thru 93 on “Final Subdivision Plat - Waterside Village – Phase 3, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated February 3, 2020, last revised November 16, 2020 and recorded December 18, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at pages 233 thru 235, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Common Area #1”, “Common Area #2” and “Common Area #3” on the above plat.

Lot 60 thru 71 - Pin No. 31306030038 thru 31306030049
Lot 72 thru 78 - Pin No. 31306020001 thru 31306020007
Lot 79 thru 81 - Pin No. 31306010051 thru 31306010053
Lot 82 thru 92 - Pin No. 31306020008 thru 31306020018
Lot 93 - Pin No. 31306030050
Common Area # 1 – Pin No. 31306030070
Common Area # 2 – Pin No. 31306010057
Common Area # 3 - Pin No. 31306040180

AND

Waterside Village – Phase 4

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 94 thru 136 on “Final Subdivision Plat - Waterside Village – Phase 4, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 10, 2020, last revised November 16, 2020 and recorded December 18, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at page 236, which plat is incorporated herein and made a part hereof by reference.

Lot 94 thru 100 - Pin No. 31306030051 thru 31306030057
Lot 101 thru 112 - Pin No. 31306040165 thru 31306040176
Lot 113 thru 115 - Pin No. 31306010054 thru 31306010056
Lot 116 thru 122 - Pin No. 31306020019 thru 31306020025
Lot 123 thru 126 - Pin No. 31306030058 thru 31306030061
Lot 127 thru 129 - Pin No. 31306040177 thru 31306040179
Lot 130 thru 136 - Pin No. 31306030062 thru 31306030068

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: whardin@inletlaw.com

Related Document(s): book **4095** , page **1508**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

BRIEF PROPERTY DESCRIPTION: Shadowbay Village Ph 2, Waterside Village Ph 2, 3 and 4

TAX MAP NUMBER (TMS #) / PIN NUMBER: .

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. **BAYTREE SC LLC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **BRIDGEWATER**

Prepared by:

Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

August 30 2021

Document: Eighth Amendment to Declaration of Protective Covenants, Restrictions,
Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of
Amendment: Phasing Amendment to submit Shadowbay Village – Phase 2, Waterside
Village – Phase 2, Waterside Village – Phase 3 and Waterside Village –
Phase 4 to the Bridgewater Subdivision covenants and restrictions.

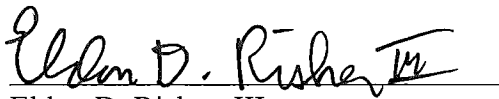
Location: Rt. 9, Little River, SC

Governing
HOA: Bridgewater Villages Homeowner's Association, Inc.

Person Name: Eldon D. Risher, III
Recording: Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

WHEREAS by Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 29, 2019, recorded in the office of the Horry County Register of Deeds on May 8, 2019 in Deed Book 4205 at page 3449 ("the Fourth Amendment"), the Declarant submitted Seaglass Village – Phase 1 and Sawgrass – Phase 2 to the Declaration; and

WHEREAS by Fifth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated April 30, 2020, recorded in the office of the Horry County Register of Deeds on May 1, 2020 in Deed Book 4308 at page 2780 ("the Fifth Amendment"), the Declarant submitted Seaglass Village – Phase 2 and Waterside Village – Phase 1 to the Declaration; and

WHEREAS by Sixth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated September 25, 2020 recorded in the office of the Horry County Register of Deeds on September 29, 2020 in Deed Book 4347 at page 1816 ("the Sixth Amendment"), the Declaration was amended to modify Article III and Article IX; and

WHEREAS by Seventh Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater dated September 25, 2020, recorded in the office of the Horry County Register of Deeds on September 29, 2020 in Deed Book 4347 at page 2503 ("the Seventh Amendment"), the Declarant submitted Shadowbay Village – Phase 1 and Portside Village – Phase 2 to the Declaration; and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.

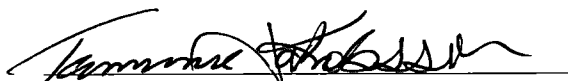
Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

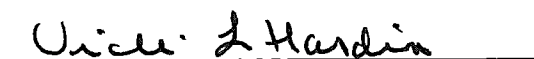
[Signature Page to Follow]


IN WITNESS WHEREOF, the undersigned have caused this instrument to be
executed this August 27, 2021.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

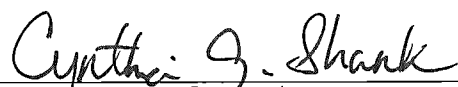

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose
name as such is signed to the foregoing Eighth Amendment to Protective Covenants, Restrictions,
Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged
the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 27 day of August, 2021.


Notary Public CYNTHIA G. SHANK

My commission expires: 10/31/2024

Registration No. 213972

Cynthia G. Shank Notary Public REG. # 213972 Commonwealth of Virginia MY COMMISSION EXPIRES OCTOBER 31, 2024
--

EXHIBIT "A"

Legal Description

Shadowbay Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 10 thru 52 and Lots 83 thru 95 and Lots 106 thru 114 on “Final Subdivision Plat - Shadowbay Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated January 18, 2021, last revised February 2, 2021, and recorded March 12, 2021 in the Office of the Register of Deeds for Horry County in Plat Book 297 at pages 289 & 290, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #2” and “Open Space #3” on the above plat.

Lot 10 thru 12 - Pin No. 31306010058 thru 31306010060
Lot 13 thru 38 - Pin No. 31306040181 thru 31306040206
Lot 39 – Pin No. 31306010061
Lot 40 thru 51 - Pin No. 31307020017 thru 31307020028
Lot 52 – Pin No. 31306010001 thru 31306010009
Lot 83 thru 95 – Pin No. 31306010063 thru 31306010075
Lot 106 thru 107 – Pin No. 31306010076 thru 31306010077
Lot 108 thru 109 – Pin No. 31307020029 thru 31307020030
Lot 110 thru 114 – Pin No. 31306010078 thru 31306010082
Open Space 2 – Pin No. 31306040207
Open Space 3 – Pin No. 31306040208

AND

Waterside Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 35 thru 59 on “Final Subdivision Plat - Waterside Village – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 15, 2020, revised November 16, 2020 and recorded December 17, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at page 226, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “20' Private Alley” on the above plat.

Lot 35 thru 59 - Pin No. 31306030013 thru 31306030037
Private Alley – Pin No. 31306030071

AND

Waterside Village – Phase 3

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 60 thru 93 on “Final Subdivision Plat - Waterside Village – Phase 3, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated February 3, 2020, last revised November 16, 2020 and recorded December 18, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at pages 233 thru 235, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Common Area #1”, “Common Area #2” and “Common Area #3” on the above plat.

Lot 60 thru 71 - Pin No. 31306030038 thru 31306030049
Lot 72 thru 78 - Pin No. 31306020001 thru 31306020007
Lot 79 thru 81 - Pin No. 31306010051 thru 31306010053
Lot 82 thru 92 - Pin No. 31306020008 thru 31306020018
Lot 93 - Pin No. 31306030050
Common Area # 1 – Pin No. 31306030070
Common Area # 2 – Pin No. 31306010057
Common Area # 3 - Pin No. 31306040180

AND

Waterside Village – Phase 4

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 94 thru 136 on “Final Subdivision Plat - Waterside Village – Phase 4, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated October 10, 2020, last revised November 16, 2020 and recorded December 18, 2020 in the Office of the Register of Deeds for Horry County in Plat Book 296 at page 236, which plat is incorporated herein and made a part hereof by reference.

Lot 94 thru 100 - Pin No. 31306030051 thru 31306030057
Lot 101 thru 112 - Pin No. 31306040165 thru 31306040176
Lot 113 thru 115 - Pin No. 31306010054 thru 31306010056
Lot 116 thru 122 - Pin No. 31306020019 thru 31306020025
Lot 123 thru 126 - Pin No. 31306030058 thru 31306030061
Lot 127 thru 129 - Pin No. 31306040177 thru 31306040179
Lot 130 thru 136 - Pin No. 31306030062 thru 31306030068

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business

Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: whardin@inletlaw.com

Related Document(s): book **4095** , page **1508**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

BRIEF PROPERTY DESCRIPTION: Shadowbay Village Ph 2, Waterside Village Ph 2, 3 and 4

TAX MAP NUMBER (TMS #) / PIN NUMBER: .

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. **BAYTREE SC LLC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **BRIDGEWATER**

1

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article I, Definitions. Section 1, paragraph (o) is deleted in its entirety and the following language substituted therefor:

“(o) “Lake Maintenance Easement” shall mean and refer to that certain easement area located around the lakes at Bridgewater, more particularly described as “Lake Maintenance Easement” on the recorded plat(s) of the Subdivision.”

2. Article II, Section 20. Animal and Pets. is deleted in its entirety and the following language substituted therefor:

“Section 20. Animals and Pets. The maintenance, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Lot or upon the Common Areas, except in accordance with this Section, provided however, this shall not prohibit the keeping of up to a total of four (4) dogs, cats, caged birds or other small domestic animals as pets, provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; (iii) such pets are maintained in strict conformance to all laws and ordinances. The Board of Directors shall have authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance and such determination shall be conclusive. The Association reserves the right to prohibit pets from certain portions of the Common Areas when its determined by the Board in its sole discretion to be in the best interests of the community. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Lots or the Common Areas unless accompanied by a responsible person and unless they are carried, leashed, or otherwise contained. The person accompanying any pet is responsible for the removal and disposal of any solid waste deposited by the pet upon any portion of the Lots or the Common Areas. Any member who keeps or maintains any pet upon any portion of the Association shall indemnify and hold the Board of Directors and each of its members free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. Pets that are permitted to roam free or which are determined by the Board in its sole discretion to endanger the health and safety of any other Owner(s), make objectionable noise, or constitute a nuisance or inconvenience to any other Owner(s), shall be promptly removed upon request by the Board of Directors. The Board of Directors shall have the right to adopt such additional rules regarding pets as it may from time to time consider necessary or appropriate.”

3. Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this May 25, 2018.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)

[Signature]
Witness

[Signature]
Witness

By: [Signature]
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing Second Amendment to Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 25 day of May, 2018.

Cynthia G. Shank
Notary Public

My commission expires: 10/31/2020

Registration No. 213972



R

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

STATE OF SOUTH CAROLINA	)	FIRST AMENDMENT TO DECLARATION OF
	)	PROTECTIVE COVENANTS, RESTRICTIONS,
	)	EASEMENTS, CHARGES AND LIENS FOR
COUNTY OF HORRY	)	BRIDGEWATER

This First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant").

RECITALS:

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

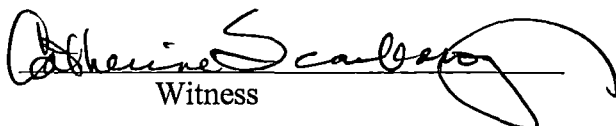
DECLARATION:

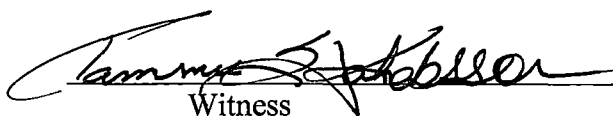
NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.

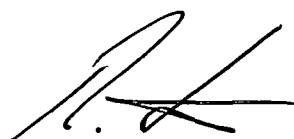
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this April 13, 2018.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

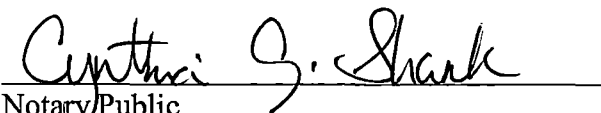

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing First Amendment to Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 13th day of April, 2018.


Notary Public

My commission expires: 10/31/2020

Registration No. 213972



EXHIBIT "A"

Legal Description

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lot 1A, Lot 1B, Lot 1C, Lot 1D, Lot 1E, Lot 2A, Lot 2B, Lot 2C, Lot 2D, Lot 3A, Lot 3B, Lot 3C, Lot 3D, Lot 3E, Lot 4A, Lot 4B, Lot 4C, Lot 5A, Lot 5B, Lot 5C, Lot 5D, Lot 6A, Lot 6B, Lot 6C, Lot 6D, Lot 6E, Lot 6F, Lot 7A, Lot 7B, Lot 7C, Lot 7D, Lot 7E, Lot 7F, Lot 8A, Lot 8B, Lot 8C, Lot 8D, Lot 8E, Lot 9A, Lot 9B, Lot 9C, Lot 9D, Lot 9E, Lot 9F, Lot 10A, Lot 10B, Lot 10C, Lot 11A, Lot 11B, Lot 11C, Lot 12A, Lot 12B, Lot 12C, Lot 13A, Lot 13B, Lot 13C, Lot 13D, Lot 14A, Lot 14B and Lot 14C on "Final Plat Portside Village @ Bridgewater – Phase 1, Little River Township, Horry County, South Carolina" prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated December 20, 2017, last revised March 5, 2018, and recorded April 9, 2018 in the Office of the Register of Deeds for Horry County in Plat Book 280 at page 164, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as "Common Area #1", "Common Area #2", and "Future Development – 35,281 ± sf" on the above plat.

This being a portion of the property conveyed to Baytree SC, LLC by deed of REDUS, LLC dated June 1, 2015 recorded June 5, 2015 in Deed Book 3826 page 637, Horry County Register of Deeds.

PIN Numbers: 31311020001 through 31311020063

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

Instrument#: 2018000116357, DEED BK: 4148
PG: 2535 DOCTYPE: 069 10/09/2018 at
03:18:56 PM, 1 OF 4 MARION D. FOXWORTH
III, HORRY COUNTY, SC REGISTRAR OF
DEEDS

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF HORRY)
THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
BRIDGEWATER

This Third Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant").

RECITALS:

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated April 13, 2018, recorded in the office of the Horry County Register of Deeds on April 17, 2018 in Book 4099 at page 1002 ("the First Amendment"), the Declarant submitted Portside Village at Bridgewater – Phase 1 to the Declaration; and

WHEREAS by Second Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated May 25, 2018, recorded in the office of the Horry County Register of Deeds on June 21, 2018 in Book 4117 at page 1984 ("the Second Amendment"), the Declaration was amended to amend the definition of "Lake Maintenance Easement" and amend Article II Section 20 restrictions on animals and pets ; and

WHEREAS Article XIV, Section 12 of the Declaration provides that Declarant may amend the Declaration at any time prior to the closing of the first conveyance of a Lot by Declarant;

and

WHEREAS the first conveyance of a Lot by Declarant has not yet taken place; and

WHEREAS, the Declarant desires to amend the Declaration to amend certain provisions of the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 4. Fences, Walls and Animal Pens. is deleted in its entirety and the following language substituted therefor:

“Section 4. Fences, Walls and Animal Pens. Any fences, walls or animal pens sought to be constructed on any Lot shall require the specific written approval of the Declarant or the ARC prior to construction. Approval as to location, size, composition, configuration, exterior materials, color, design and other similar matters is at the sole discretion of the Declarant or the ARC, and such approval may be withheld for purely aesthetic considerations.

No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on any Lot or Lots across the front street line of the said Lot or Lots or on either of the side lines of the said Lot or Lots until such time as the Declarant or the ARC approves same as to location.

The use of visually permeable (i.e. wrought iron or aluminum) fences is required except in the case of party fences installed by the Developer. Party fences may be of white vinyl construction. Wrought iron or aluminum fences on home sites adjoining lakes, open space or adjacent to highly visible roads shall have a height restriction of four (4') feet. Requests for fence heights in excess of four (4') feet will be considered on a case by case basis, for home sites NOT adjoining lakes, open space or highly visible roads. Except for party fences, fences shall be black or dark bronze in color.

For townhomes, villas and duplexes, the Developer may but is not obligated to install 6' privacy fence (party fence) to provide for privacy between patios or outdoor spaces. Otherwise, fencing material and heights shall be in accordance with this Declaration and the Rules and Regulations.

It is contemplated that lawn maintenance will be provided by the Association for Townhomes, Villas and Duplexes (“Attached Dwelling”). If the Association provides lawn maintenance and in the event a Lot Owner desires to install a fence, such fence shall provide for a gate along the rear line of the fence to provide access to the rear yard for purposes of maintaining the Lot. If no such gate is installed, the fenced area will not be provided with lawn maintenance services.”

2. Article VI, Section 14. Party Walls and Fences. is hereby amended to add subsection 14(g)

as follows:

“(g) Interior Lot Maintenance Easement. In cases where Dwelling improvements on three or more adjacent Lots are attached (“Attached Dwellings”), the Owners of each of the interior Lots (each, an “Interior Lot Owner”), their guests, mortgagees, licensees and invitees and the Association shall have an easement for ingress and egress in common with each other over (i) the rear five feet (5’) of each of the other Lots on which the Attached Dwellings, including the Dwelling owned by such Interior Lot Owner, are located, (ii) the outermost two and one-half feet (2.5’) of the side yard of each of the exterior Lots on which the Attached Dwellings, including the Dwelling owned by such Interior Lot Owner, are located (“Exterior Lots”), and (iii) the adjacent two and one-half feet (2.5’) of the side yard of each Lot adjacent to the Exterior Lots on which the Attached Dwelling, including the Dwelling owned by such Interior Lot Owner, are located, for the purposes of providing access to the rear of the Lot owned by such Interior Lot Owner to enable such Interior Lot Owner or lawn maintenance personnel to mow grass and otherwise maintain such Interior Lot Owner’s Lot. Notwithstanding the foregoing, if any or any portion of any Interior Lot Maintenance Easement on any Lot is located within a lake maintenance easement depicted on any subdivision or other recorded plat of the Property, or any portion thereof, then the Interior Lot Maintenance Easement created above shall be located adjacent to and inside of the Lake Maintenance Easement to enable the Interior Lot owner or the Association to effectively use the Interior Lot Maintenance Easement for the purposes intended. Any damage to the Interior Lot Maintenance Easement area shall be the responsibility of the Interior Lot Owner causing same. No buildings, fences, shrubs, trees or other planting or any other obstruction shall be placed, erected or maintained within the Interior Lot Maintenance Easement.”

3. Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this Oct. 3, 2018.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

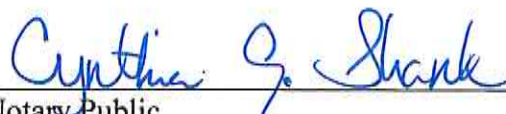

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing Second Amendment to Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 3 day of October, 2018.


Notary Public

My commission expires: 10/31/2020

Registration No. 213972



Prepared by:

Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

May 6, 2019

Document: Fourth Amendment to Declaration of Protective Covenants, Restrictions, Charges and Liens for Bridgewater

Declarant: Baytree SC, LLC, a Virginia limited liability company

Contact Info: 448 Viking Drive
Suite 220
Virginia Beach, VA 23452

Purpose of Amendment: Phasing Amendment to submit Seaglass Village – Phase 1 and Sawgrass Village – Phase 2 to the Bridgewater Subdivision covenants and restrictions.

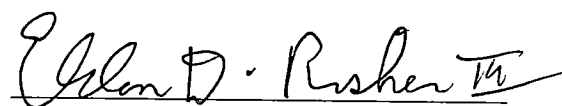
Location: Rt. 9, Little River, SC

Governing HOA: Bridgewater Villages Homeowner's Association, Inc.

Person Recording: Name: Eldon D. Risher, III
Address: 3575 Highway 17 Business
Murrells Inlet, SC 29576

Phone: (843) 357-6454
Email: drisher@inletlaw.com

Signature:


Eldon D. Risher, III
Attorney for Declarant

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
FOURTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
BRIDGEWATER

This Fourth Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater is made by **BAYTREE SC, LLC**, a Virginia limited liability company (hereinafter referred to as "the Declarant").

RECITALS:

WHEREAS by Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated March 29, 2018, recorded in the office of the Horry County Register of Deeds on April 3, 2018 in Book 4095 at page 1508 ("the Declaration"), the Declarant imposed certain covenants, restrictions and easements upon certain real property located in Horry County, South Carolina, more particularly described in the Declaration (the "Property"); and

WHEREAS by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated April 13, 2018, recorded in the office of the Horry County Register of Deeds on April 17, 2018 in Book 4099 at page 1002 ("the First Amendment"), the Declarant submitted Portside Village at Bridgewater – Phase 1 to the Declaration; and

WHEREAS by Second Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated May 25, 2018, recorded in the office of the Horry County Register of Deeds on June 21, 2018 in Book 4117 at page 1984 ("the Second Amendment"), the Declaration was amended to amend the definition of "Lake Maintenance Easement" and amend Article II Section 20 restrictions on animals and pets ; and

WHEREAS by Third Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens dated October 3, 2018, recorded in the office of the Horry County Register of Deeds on October 9, 2018 in Book 4148 at page 2535 ("the Third Amendment"), the Declaration was amended to amend Article III, Section 4 regarding Fences, Walls and Animal Pens and amend Article VI Section 14 Party Walls and Fences to provide for an Interior Lot Maintenance Easement; and

WHEREAS Article X, Section 2 of the Declaration provides that the Declaration may be amended by the Declarant for the purpose of submitting additional real property to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to submit additional real property to the Declaration.

DECLARATION:

NOW, THEREFORE, the Declaration is hereby amended to add the real property described on Exhibit "A" attached hereto to the Subdivision described in the Declaration, and such real property is hereby subjected to the provisions of the Declaration as amended hereby.


Except as amended herein, all terms and provisions of the Declaration remain unmodified and as amended hereby remain in full force and effect.

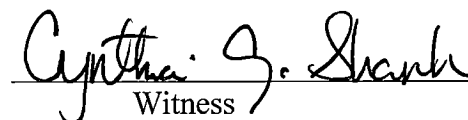
[Signature Page to Follow]


IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this April 29, 2019.

Signed, sealed and delivered
In the presence of:

BAYTREE SC, LLC
a Virginia limited liability company (Seal)


Witness

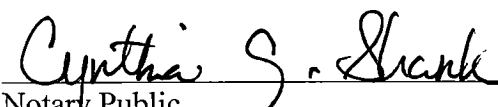

Witness

By: 
Raymond L. Gottlieb, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Raymond L. Gottlieb, as Manager of Baytree SC, LLC, a Virginia limited liability company, whose name as such is signed to the foregoing Second Amendment to Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater, appeared before me and personally acknowledged the same in my jurisdiction aforesaid, on behalf of the company.

GIVEN under my hand and seal this 29 day of April, 2019.


Notary Public

My commission expires: 10/31/2020

Registration No. 213972



EXHIBIT "A"

Legal Description

Seaglass Village – Phase 1

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 1 thru 50 and Lots 111 thru 118 on “Final Plat Seaglass Village @ Bridgewater – Phase 1, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated December 6, 2018, last revised January 9, 2019, and recorded April 3, 2019 in the Office of the Register of Deeds for Horry County in Plat Book 286 at pages 3, 4 & 5, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #1”, “Open Space #2”, “Open Space #3”, and “Open Space #4” on the above plat.

Pin No. 31208040007 thru 31208040010; 31209010152 thru 31209010154; 31300000028; 31305030004 thru 31305030045; 31305040019 thru 31305040029; and 31312020070

AND

Sawgrass Village – Phase 2

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 57 thru 106 on “Final Plat Sawgrass Village @ Bridgewater – Phase 2, Little River Township, Horry County, South Carolina” prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated November 23, 2018, last revised December 12, 2018, and recorded January 3, 2019 in the Office of the Register of Deeds for Horry County in Plat Book 284 at pages 241 & 242, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown and designated as “Open Space #2” and “Open Space #4” on the above plat.

Pin No. 31312010049 thru 31312010092 and 31305040011 thru 31305040018

Prepared by and after
Recording return to:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

Instrument#: 2018000037067, DEED BK: 4095
PG: 1508 DOCTYPE: 082 04/03/2018 at
10:49:13 AM, 1 OF 74 MARION D. FOXWORTH
III, HORRY COUNTY, SC REGISTRAR OF
DEEDS

**NOTE: THIS DECLARATION CONTAINS A BINDING,
IRREVOCABLE AGREEMENT TO ARBITRATE AND IS SUBJECT
TO ARBITRATION PURSUANT TO TITLE 15, CHAPTER 47
(UNIFORM ARBITRATION ACT) OF THE CODE OF LAWS OF
SOUTH CAROLINA**

DECLARATION OF PROTECTIVE COVENANTS RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR BRIDGEWATER

TABLE OF CONTENTS

ARTICLE I.....	2
Definitions.....	2
Section 1	2
Additional Association.....	2
Additional Property	2
Annual Assessments.....	2
Architectural Review Committee	2
Association	2
Builder	2
Class "B" Control Period	2
Common Area	3
Common Expenses	3
Covenant to Share Costs	3
Declaration.....	3
Developer/Declarant/Builder Owner	3
Dwelling	4
Governing Documents	4
Lake Maintenance Easement	4
Lot.....	4
Member	4
Owner.....	4
PDD Buffer	4
Public Purchaser	4
Setback.....	5
Shared Areas	5
Subdivision	5
Supplemental Declaration	5
Unit	5
Village.....	5
Wetland Areas.....	5
 ARTICLE II	 5
Uses of Property	5
Section 1. Conformity and Approval of Structures	5
Section 2. Subdivision of Lot.....	5
Section 3. Increased Size of Lots.....	5
Section 4. Alteration of Setback Lines in the Best Interest of Development ...	6
Section 5. Completion of Improvements	6
Section 6. Residential Use of Lots.....	7

Section 7. Maintenance and Landscaping of Lots	7
Section 8. Nuisances	7
Section 9. Exclusion of Above Ground Utilities	8
Section 10. Signs	8
Section 11. Prohibition Against Business Activity	8
Section 12. Mining and Drilling.....	9
Section 13. Garbage Disposal.....	9
Section 14. Temporary Structures.....	9
Section 15. Storage, Accessory Buildings and Other Structures	9
Section 16. Clotheslines	9
Section 17. Vehicles and Off-Street Parking	10
Section 18. Sewer System	10
Section 19. Firearms and Fireworks	10
Section 20. Animal and Pets	10
Section 21. Driveways	11
Section 22. Mailboxes.....	11
Section 23. Garages	11
Section 24. Wells and Irrigation Systems	11
Section 25. Elevation and Drainage Changes	11
Section 26. Lakes and Detention Ponds	12
Section 27. Artificial Vegetation, Exterior Sculpture and Similar Items	12
Section 28. Play Structures and Yard Accessories.....	12
Section 29. Energy Conservation Equipment.....	12
Section 30. Trees.....	12
Section 31. Gardens	13
Section 32. Lighting and Surveillance Cameras	13
Section 33. Storm Protection.....	13
Section 34. Air Conditioning Units.....	13
Section 35. Wetland Areas.....	13
 ARTICLE III.....	 13
Construction in Accordance with Plans and Specifications.....	13
Section 1. General	13
Section 2. Size of Residences and Lot Coverage.....	13
Section 3. Setbacks	14
Section 4. Fences, Walls and Animal Pens.....	14
Section 5. Exterior Building Materials.....	14
 ARTICLE IV	 14
Additional Provisions as to Buffers, Lake Maintenance Easements and Lakes	14
Section 1. Buffer and Lake Maintenance Easement Areas	14
Section 2. Declarant's Rights and Easements.....	15

Section 3. Rights of Enforcement	15
Section 4. Ownership and Control of Lakes and Detention Ponds	15
ARTICLE V	15
Membership and Voting Rights in the Association	15
Section 1. Membership	15
Section 2. Board of Directors	16
Section 3. Articles of Incorporation and Bylaws.....	16
Section 4. Voting Rights	16
Section 5. Suspension of Voting Rights.....	16
ARTICLE VI.....	17
Property Rights in the Common Area / Miscellaneous Easements	17
Section 1. Member's Easements of Enjoyment	17
Section 2. Title to Common Area.....	17
Section 3. Extent of Member's Easements	17
Section 4. Maintenance	18
Section 5. Additional Structures.....	18
Section 6. Delegation of Use	18
Family.....	18
Tenants.....	18
Guests	18
Section 7. Rules and Regulations.....	19
Section 8. Easement for Utilities and Maintenance	19
Section 9. Easements for Association	20
Section 10 Model Homes, Sales Offices, Rental Offices, Property Management Offices and Construction Offices.....	20
Section 11. Maintenance Easement	21
Section 12. Temporary Construction Easement.....	21
Section 13. Road Construction Easement.....	21
Section 14. Party Walls and Fences	21
Section 15. Declarant's Right to Use Common Area for Special Events.....	22
Section 16. Easements for Public Services.....	22
Section 17. Communications Services Agreement/Easements.....	23
ARTICLE VII.	23
Assessments for the Maintenance and Operation of Common Area and Facilities...23	
Section 1. Working Capital Contribution.....	23
Section 2. Public Benefit Improvements Contribution	23
Section 3. Assessments, Liens & Personal Obligations Therefor, and	
Operation and Maintenance of Common Area	24
Section 4. Amount and Payment of Annual Assessment	24
Section 5. Village Assessment	25

Section 6. Special Assessments for Insurance and Capital Improvements..	25
Section 7. Individual Assessment.....	26
Section 8. Assessment Shortfall	26
Section 9. Paid Professional Manager.....	26
Section 10. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien. Remedies of Association	27
Section 11. Subordination of the Lien to Mortgages	27
Section 12. Exempt Property.....	27
ARTICLE VIII.....	28
Architectural Standards and Control	28
Section 1. Architectural Review Committee.....	28
Section 2. Buildings, Fences, Walls, Etc.....	29
Section 3. Compliance with Stormwater Management Acts.....	29
Section 4. Declarant's right to exercise Architectural Review Authority	29
Section 5. Variances	30
ARTICLE IX.....	30
Exterior Maintenance, Reasonable Access and Maintenance of Common Area	30
Section 1. Exterior Maintenance	30
Section 2. Access at Reasonable Hours	30
Section 3. Maintenance of Common Area	31
Section 4. Maintenance of Townhomes, Villas and Duplexes	31
Section 5. Removal of Obstructions, Debris, and Materials	31
ARTICLE X.	31
Phased Development.....	31
Section 1. Initial Phase.....	31
Section 2. Additional Phases	31
Section 3. Reservation of Additional Easements and Rights	32
Section 4. Extension of Roads	32
Section 5. Voting Rights	32
Section 6. Identification of Additional Phases.....	32
ARTICLE XI.....	33
Rights of Mortgagees	33
Section 1. Rights of Mortgagees or Third Parties.....	33
Section 2. Notice to Association.....	33
Section 3. Special Freddie Mac Provisions	33
Section 4. No Priority.....	34
Section 5. Failure of Mortgagee to Respond.....	34
Section 6. Amendment by Board of Directors	34

ARTICLE XII	35
Insurance and Casualty Losses.....	35
Section 1. Insurance	35
Section 2. Disbursement of Proceeds	36
Section 3. Damage and Destruction	37
Section 4. Repair and Reconstruction	37
ARTICLE XIII.....	38
Dispute Resolution and Limitation on Litigation	38
Section 1 Agreement to Avoid Litigation.....	38
Section 2. Claims	38
Section 3. Mandatory Procedures.....	38
Notice.....	38
Negotiation and Mediation.....	39
Final and Binding Arbitration.....	40
Section 4. Allocation of Costs of Resolving Claims.....	40
Section 5. Enforcement of Resolution	40
Section 6. Litigation	40
Section 7. Miscellaneous Alternative Dispute Resolution Provisions.....	41
ARTICLE XIV	41
General Provisions	41
Section 1. Time of Essence.....	41
Section 2. Enforcement	41
Section 3. Fines	41
Section 4. Responsibility of Declarant.....	42
Section 5. Rule Against Perpetuities.....	42
Section 6. Binding Effect	42
Section 7. The Project	42
Section 8. Duration.....	42
Section 9. Notice	42
Section 10. Severability.....	43
Section 11. Amendment	43
Section 12. Amendment Prior to First Conveyance by Declarant.....	43
Section 13. Assignment of Declarant Rights.....	43
Section 14. Effective Date	43
Section 15. Plat	43
Section 16. Changes in ownership of Lots	43
Section 17. Additional Associations	43
EXHIBIT "A" - Legal Description	46
EXHIBIT "B" - Articles of Incorporation	47
EXHIBIT "C" - Bylaws.....	51

Prepared by:
Joye, Nappier, Risher & Hardin, LLC
3575 Highway 17 Business
Murrells Inlet, SC 29576

Draft March 28, 2018

**THIS DECLARATION CONTAINS A BINDING,
IRREVOCABLE AGREEMENT TO ARBITRATE**

STATE OF SOUTH CAROLINA	)	DECLARATION OF PROTECTIVE COVENANTS
	)	RESTRICTIONS, EASEMENTS, CHARGES AND
COUNTY OF HORRY	)	LIENS FOR BRIDGEWATER
)	

THIS DECLARATION made by **BAYTREE SC LLC**, a Virginia limited liability company, hereinafter referred as the "Developer or Declarant."

W I T N E S S E T H :

WHEREAS, BAYTREE SC LLC is the owner of the real property more particularly described below; and

WHEREAS the undersigned Declarant desires to develop on the property, a residential subdivision (hereinafter, together with any property added thereto, called "the Subdivision"); and

WHEREAS, the Declarant desires to maintain design criteria, location and construction specifications, and other controls to assure the integrity of the Subdivision; and

WHEREAS, each owner of a Lot in the Subdivision will be required to maintain and construct homes in accordance with the design criteria herein contained; and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Subdivision and for the maintenance of common lands and facilities, if any, and to this end, desires to subject the real property described in Exhibit "A" (the "Property") to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an association to which will be delegated and assigned the powers of maintaining and administering the Subdivision (as defined hereinafter), promulgating rules and regulations for the usage of common areas in accordance with this Declaration, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, the Declarant has caused to be incorporated under the laws of the State of South Carolina, a not-for-profit corporation to be known as Bridgewater Villages Homeowners Association, Inc. for the purpose of exercising the aforesaid functions,

NOW THEREFORE, the Declarant declares that the real property described in Exhibit "A", annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Additional Association" shall mean and refer to a condominium association or other owners' association, if any, having jurisdiction over any property within Bridgewater concurrent with (but subject to) the jurisdiction of the Association. Nothing in this Declaration shall require the creation of an Additional Association for any property within Bridgewater.
- (b) "Additional Property" shall mean and refer to lots, parcels or tracts of land situate, lying and being in Horry County, South Carolina, and being located immediately adjacent to the Property.
- (c) "Annual Assessments" shall mean an equal assessment established by the Board of Directors for common expenses as provided for herein or by a subsequent amendment which shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots and the operation, maintenance and repair of the Common Area and of the "Shared Areas" as set forth in any Covenant to Share Costs for Bridgewater that is executed and recorded by Declarant for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs. Lots owned by Developer shall not be subject to assessment.
- (d) "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee established under Article VIII hereof.
- (e) "Association" shall mean and refer to Bridgewater Villages Homeowners Association, Inc., its successors and assigns.
- (f) "Builder" shall mean and refer to any person or entity who purchases one or more Lots for the purpose of constructing improvements for resale to consumers in the ordinary course of its business, or who purchases one or more parcels of land within Bridgewater for further subdivision, development, and/or resale in the ordinary course of business.
- (g) "Class "B" Control Period" shall mean and refer to the period of time during which

the Developer, as the Class "B" Member, is entitled to appoint a majority of the members of the Board, as provided in Article III of the By-Laws.

(h) "Common Area" shall mean and refer to those areas of land now or hereafter deeded or leased to, or which is the subject of a use agreement, including the facilities to be constructed thereon, if any, shown and specifically designated as such on any subdivision map of the Subdivision (as hereafter defined) filed by Declarant or by any other means so designated by Declarant. Such areas are intended to be devoted to the common use and enjoyment of the Declarant and members of the Association as herein defined, and are not dedicated for use by the general public. Subject to the provisions of Article VI hereof, existing and future roads and right-of-ways, alleys, greenways, median strips, cul-de-sac centers, planting areas, recreational areas and facilities, playgrounds, entrance signage, open spaces, walking trails, sidewalks, and any other areas, if any, designated as "Common Area" or "Open Space" on the plat of the Subdivision referred to in Exhibit "A" hereto shall become Common Area upon conveyance by Declarant to the Association.

Provided however, the recording and reference to said plat shall not in and of itself be construed as creating any dedications, rights or easements (negative reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Declaration, any amendment or supplement hereto or any deed of conveyance from Declarant, its successors or assigns.

(i) "Common Expenses" will mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration for the maintenance, repair and management of the Common Areas, and for the maintenance, repair and management of other property, whether owned by the Association or not and set forth in this Declaration or incorporated herein by a Supplemental Declaration, for which the Association has responsibility, including those "Shared Areas" set out in any Covenant to Share Costs, provided however, the expenses for maintaining "Shared Areas" shall be funded pursuant to the Covenant to Share Costs..

(j) "Covenant to Share Costs" shall mean and refer to any declaration of easements and covenant to share costs or similar instrument that is executed and recorded by Declarant which creates certain easements for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs and which obligates the Association and such owners to share the costs of maintaining certain property described in such Covenant to Share Costs.

(k) "Declaration" shall mean and refer to this Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater, as it may be amended from time to time.

(l) "Developer" or "Declarant" shall mean and refer to BAYTREE SC LLC, its successors and/or assigns. It shall also mean any builder, contractor, investor, or other person or entity that is an affiliate of Developer, who purchases a Lot in Bridgewater for the

purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale thereof to a Public Purchaser (herein referred to as a "Builder Owner" and collectively as the "Builder Owners"). A person or entity shall be deemed a "successor and assign" of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or a Supplemental Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

(m) "Dwelling" shall mean and refer to the completed attached or detached single family home, duplex, townhome or condominium unit located upon a Lot.

(n) "Governing Documents" shall mean and refer to the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, the Bridgewater Architectural Review Committee Master Guidelines, the Architectural Design Guidelines, and the Rules and Regulations of the Association.

(o) "Lake Maintenance Easement" shall mean and refer to that certain strip of Common Area located around the lakes at Bridgewater, more particularly described as "Lake Maintenance Easement" on the recorded plat of the Subdivision.

(p) "Lot" shall mean and refer to any lot of land intended for residential use, with delineated boundary lines appearing on any recorded subdivision map of the Subdivision with the exception of any Common Area shown on any plat of the Subdivision.

(q) "Member" shall mean and refer to an Owner who is a member of the Association as provided in Article V hereof.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The term "Owner" shall not include the Developer or affiliate of Developer as defined above. For the purpose of the enforcement of the rules and regulations of the Association and By-Laws, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

(s) "PDD Buffer" shall mean and refer to those certain buffers required under The River Grand Planned Development District (PDD) Ordinance #79-15 and shown and referred to as "PDD Buffer" on the recorded plat of the Subdivision.

(t) "Public Purchaser" shall mean the first person using a Lot for residential purposes as a fee simple owner or owning the Lot for rental to third parties as a tenant.

(u) "Setback" shall mean an area along the boundary of a Lot where no building or other structures shall be permitted without the express written permission of Declarant or as otherwise set out in Article III, Section 3 of this Declaration.

(v) "Shared Areas" shall mean those areas, including but not limited to landscaping, irrigation, entry monuments, landscape lighting, street lighting, grass, signage, sidewalks, and lakes as defined in any Covenant to Share Costs executed and recorded by Declarant for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs.

(w) "Subdivision" shall mean and refer to all property including Lots and Common Area as are subject to this Declaration, and which are described in Exhibit "A."

(x) "Subsequent Amendment" or "Supplemental Declaration" shall mean an amendment to this Declaration which adds property to this Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Declaration.

(y) "Unit" shall mean and refer to each completed dwelling (as evidenced by issuance of a Certificate of Occupancy issued by Horry County) situated on the Property or any dwelling unit on the Property which has been occupied as a residence.

(z) "Village" shall mean a neighborhood or area within Bridgewater so designated or approved by Declarant.

(aa) "Wetland Areas" shall mean and refer to those areas delineated as wetland by the U.S. Army Corps of Engineers and shown and referred to as "Existing Wetland" and "Wetland Buffer" on the recorded plat of the Subdivision.

ARTICLE II

Uses of Property

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, swimming pool or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration and applicable Horry County code.

Section 2. Subdivision of Lot. No Lot shall be subdivided and no building or residence, including porches, decks or projections of any kind, shall be erected so as to extend over or across any of the Setbacks as hereinafter established except as herein provided.

Section 3. Increased Size of Lots. A Lot or Lots may only be subdivided provided the effect is to increase the size of both of the adjoining Lots. In such cases, the Declarant may alter the building lines to conform. Should the Owner or Owners of any Lots and/or portions of Lots which

have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, such may be done only if the written consent of the Declarant is first had and obtained. In such instances, the adjoining Lot Owners, or other Owners in the subdivision do not have the right to review, pass on or interfere with such Lots rearrangement, as such rights shall be exclusively that of the Declarant or any successors or assigns to whom the Declarant may expressly have transferred such rights, but the Owner of any other Lot in the subdivision does not, by virtue of such status as an Owner, become any such successor or assign.

Section 4. Alteration of Setback Lines in the Best Interest of Development. Where because of size, configuration, natural terrain, or any other reason in the opinion of the Declarant, it would be in the best interest of the development of the Subdivision that the setback lines of any Lot should be altered or changed, then the Declarant reserves unto itself, its successors or assigns, and no other, the right to grant a variance to the Lot Owner or in the case of a Lot owned by Declarant, the Declarant may change said setback lines to meet such conditions. The Declarant specifically reserves the right to transfer and assign this right of approval to the Architectural Control Committee hereinafter established. Notwithstanding the forgoing, any proposed change of setback that is less than the minimum established by the County of Horry zoning ordinance must also be approved by the County of Horry.

Section 5. Completion of Improvements. With the exception of construction which is interrupted or delayed due to strikes, national emergencies, or physical damage to the work in progress (such as damage due to fire, lightning, windstorm, flood, hail, riot or civil commotion, explosion, or theft), any Dwelling constructed upon a Lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the ARC. The Owner of the Lot on which the improvements are being constructed shall at all times keep public and private streets contiguous to the Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. During construction, the Owner shall require its contractors to maintain the Lot upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the Owner shall cause its contractors to immediately remove all equipment, tools, and construction material, and debris from the Lot.

In the event that completion of the Dwelling, outbuildings, or other improvements on any Lot is not completed within one year subsequent to commencement of construction, and it is determined that construction progress has diminished to such an extent that completion of the Dwelling, outbuildings, or other improvements is unlikely within 120 days, notice will be given to the Owner that the Owner has the obligation, within 30 days, to remove all construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level. The Declarant or the Association (after termination of Class B membership) shall have the right to undertake this work upon Owner's failure to do so and charge the cost to the Owner and place a lien upon the Lot upon Owner's failure to pay these charges.

No building under initial construction shall be occupied until construction is completed and all

necessary approvals of any governmental authorities have been obtained.

Any Dwelling or other structure on any Lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition within 180 days of such destruction; provided, however, that in no event shall such debris remain longer than 90 days. In the event such debris remains, the Declarant or the ARC may, pursuant to Article XIV Section 3 of this Declaration and the Bylaws of the Association, impose fines and penalties as provided therein.

Each Owner shall, at his sole cost and expense, repair his Dwelling keeping the same in a condition comparable to the condition of such residence at the time of its initial construction excepting only normal wear and tear. No exterior color or material changes are allowed without the written consent of the ARC.

Section 6. Residential Use of Lots. All Lots shall be used for residential purposes exclusively except for limited home office uses permitted under Section 11 of this Article II. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than residential dwellings constructed in accordance with the Plans and Specifications herein defined in Article III. No timesharing, interval ownership or other related ownership scheme where the right to exclusive use rotates among multiple owners or members of the program shall be permitted. Storage buildings or other out buildings shall conform to the architectural scheme and appearance of the Dwelling. In addition, no leasing or rental of any Dwelling shall be permitted having a duration of less than 12 months nor shall less than the entirety of any Dwelling be leased, provided however, Declarant reserves the right to alter leasing restrictions on a Village by Village basis. Declarant or its assignee may, however, maintain a sales office, models and construction office upon one or more Lots until all Lots to be located within the Subdivision have been sold.

Section 7. Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall maintain such Owner's Lot and shall keep underbrush and weeds mowed. Undeveloped lots must be maintained as needed, but no less than quarterly.

Landscaping as approved by the ARC shall be installed prior to occupancy of the building improvements on each Lot. Occupancy prior to completion of landscaping shall require the written approval of the ARC, shall be for good cause only, and shall be no earlier than ninety days prior to completion of landscaping. To ensure that all landscaping will be completed in accordance with the approved landscape plan, Declarant reserves the right to require Owner to post a landscaping performance bond with the ARC.

Section 8. Nuisances. No noxious, unlawful or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No plants, poultry, animals, junk, junk automobiles, or devices or things of any sort, the normal activities or existence of which are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood shall be placed, kept or maintained on any Lot. Without limiting the foregoing,

exterior lighting may not be so installed on any Lot so as to illuminate any portion of a neighboring Lot or to shine into any window or otherwise enter a Dwelling located on an adjoining Lot. Bottled gas containers and oil tanks shall be screened from public view. No lot shall be used for storage of building materials prior to the issuance of the building permit for the primary residence.

Section 9. Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of a Lot. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground. Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind shall not be allowed, except that (i) Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of Bridgewater, and (ii)(a) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennae or satellite designed to receive television broadcast signals ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received that does not interfere with neighboring Lot Owner's signals, and is screened from the view of adjacent dwellings, streets and Common Areas in a manner consistent with community aesthetics and the Architectural Guidelines.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or be visible from the window of any structure or improvement thereon except as herein expressly permitted. "For Rent" or similar signs shall not be permitted on a Lot without the express written consent of the Declarant. Notwithstanding the foregoing, one attractive "For Sale" sign not exceeding two (2') feet by three (3') feet shall be permitted on a Lot. It shall also be permissible for the Association to have a sign located on the Common Area, if the design, size and location of such sign is approved by Declarant, prior to its erection. No other sign of any kind or design shall be allowed. Declarant as developer reserves the right to erect temporary or permanent signs on Lots and Common Areas such as directional signs or other signs identifying and/or advertising the Subdivision and/or model homes for sale. Only signs which have been authorized by Declarant or that have been permitted by governmental authority shall be allowed within the road right-of-way. Should it be determined that a sign was erected on a Lot or in the Common Area without the necessary approval, the Declarant, its agents or assigns shall have the right from time to time to enter said Lot without any liability for damage, wrongful entry, trespass or otherwise for the purpose of removing the unauthorized sign.

Section 11. Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, landscape business, professional office or beauty shop or the like or any trade of any kind whatsoever (in which clients or members of the public regularly come to any Lot or any significant business traffic is generated in the Subdivision) shall be carried on upon any Lot or Lots. Provided, however, that nothing contained herein shall be construed so as to prohibit use of any portion of a residence as a home office, so long

as no clients or members of the public regularly come to any Lot and no significant business traffic is generated in the Subdivision on account of such use. Provided further, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said Lots or the showing of said houses for the purpose of selling houses in the Subdivision. Nothing herein shall be construed to prevent the Declarant or its permittees from erecting, placing or maintaining signs, structures and offices as Declarant may deem necessary for its operation and sales in the subdivision.

Section 12. Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Subdivision, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises without the written consent of Declarant.

Section 13. Garbage Disposal. Declarant reserves the right to designate the type of garbage receptacles and the garbage disposal service to be used within Bridgewater. Garbage disposal services may be included in the annual budget for the Association, at the sole discretion of the Board of Directors. In the event garbage disposal services are not provided through the Association, Lot Owners shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the Declarant, or a roll-out garbage rack of the type approved by the Declarant. Garbage receptacles shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any Lot or within the Subdivision shall be permitted (except licensed contractors may burn construction debris during the period of construction of improvements on any Lot if they have been properly permitted). Provided, however, that the Declarant shall be permitted to modify the requirements of this Section 13 where necessary to comply with orders of governmental bodies.

Section 14. Temporary Structures. No structure of a nonpermanent character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractors during construction of the main Dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for a residence or permitted to remain on the Lot after completion of construction.

Section 15. Storage, Accessory Buildings and Other Structures. All storage buildings and accessory type structures shall be constructed in accordance with the Bridgewater Architectural Guidelines and finished to match the main house detailing, trim, and roof slopes/overhangs and shall be placed on a permanent foundation. Accessory buildings shall not restrict the visibility of adjacent homeowners' views to public spaces, lakes, ponds, etc. and will be reviewed by the ARC on a case by case basis. Additional landscape screening may also be required around accessory buildings based on the impact on adjacent homeowners. No tent (other than temporary tents used for parties, weddings or similar events, and small overnight tents used by children), barn, shack, trailer, mobile home, tree house or other similar out-building or structure shall be placed on any Lot at any time, either temporarily or permanently, except as provided in Section 14 above, nor shall above ground swimming pools be permitted.

Section 16. Clotheslines. No clotheslines or drying yards shall be located upon the premises.

Section 17. Vehicles and Off-Street Parking. Each Owner shall provide for parking of vehicles off alleys, streets and roads within the Properties. Except as otherwise specifically provided for in this Declaration, no parking shall be permitted in or along any of the alleys or streets in the Properties or unpaved areas of the Common Area. There shall be no outside storage or parking upon any portion of the Properties or any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport utility vehicles), commercial vehicle, camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Declarant or the Association. For purposes of this Declaration, "Commercial Vehicle" shall be deemed to include cars, pick-up trucks and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding four (4) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicle (a vehicle wider than and/or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 7,000 pounds) may park on the premises. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (i) within enclosed garages, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 17 shall be subject to having their vehicles towed, at the Owner's expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board of Directors. This provision shall not preclude commercial vehicles from being on the property temporarily (less than 24 hours) to provide services to the Association or a resident. Additional rules and regulations regarding use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board. Notwithstanding any provision contained herein, unpaved areas of the Common Area may at the discretion of the Declarant or the Board of Directors, be utilized to park boats, boat trailers, watercraft and watercraft trailers.

Section 18. Sewer Systems. Private septic tanks and surface toilets are not permitted in the Subdivision. Lot Owners shall be responsible for obtaining at their expense any necessary equipment and permits to connect to the project water and sanitary sewer system. All water and sewer services shall be obtained through Little River Water and Sewer Company.

Section 19. Firearms and Fireworks. No firearms or fireworks of any variety shall be discharged upon the Lots or Common Area. The term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns and other firearms of all types regardless of size. Notwithstanding anything to the contrary contained herein, the Declarant or its assigns shall not be obligated to take action to enforce this section.

Section 20. Animal and Pets. The maintenance, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Lot or upon the Common Areas, except in accordance with this Section, provided however, this shall not prohibit the keeping of a reasonable number of dogs, cats, caged birds or other small domestic animals as pets provided (i) they are not kept, bred or maintained for commercial purposes;

(ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; (iii) such pets are maintained in strict conformance to all laws and ordinances. The Board of Directors shall have authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance and such determination shall be conclusive. The Association reserves the right to prohibit pets from certain portions of the Common Areas when its determined by the Board in its sole discretion to be in the best interests of the community. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Lots or the Common Areas unless accompanied by a responsible person and unless they are carried, leashed, or otherwise contained. The person accompanying any pet is responsible for the removal and disposal of any solid waste deposited by the pet upon any portion of the Lots or the Common Areas. Any member who keeps or maintains any pet upon any portion of the Association shall indemnify and hold the Board of Directors and each of its members free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. Pets that are permitted to roam free or which are determined by the Board in its sole discretion to endanger the health and safety of any other Owner(s), make objectionable noise, or constitute a nuisance or inconvenience to any other Owner(s), shall be promptly removed upon request by the Board of Directors. The Board of Directors shall have the right to adopt such additional rules regarding pets as it may from time to time consider necessary or appropriate.

Section 21. Driveways. All private driveways, right-of-ways, and culverts installed therein, shall be of a type and quality approved by Declarant or the ARC and the grade of same shall be set by Declarant or the ARC.

Section 22. Mailboxes. Cluster mailboxes shall be provided for the community. No individual mailboxes shall be allowed.

Section 23. Garages. All dwellings shall be required to have a minimum of a one car garage either within the main structure or attached to the main structure via a covered breezeway, provided however, detached garages may be required by the ARC on a Village by Village basis in lieu of attached garages. In the case of detached garages, the design and materials shall be complementary to the design and materials of the main structure. No garage shall be converted to living area without prior ARC approval. Garage doors must be closed when not in use.

Section 24. Wells and Irrigation Systems. No sprinkler or irrigation systems of any type that draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals, or other ground or surface waters within the Subdivision shall be installed, constructed, or operated within the Subdivision by any person, unless prior written approval has been received from the Declarant. This Section shall not apply to the Declarant, and it may not be amended without Declarant's written consent so long as Declarant has the right to add property to the Subdivision in accordance with Article X Section 2 of this Declaration. No private water wells or individual drinking water supply system shall be permitted upon any Lot.

Section 25. Elevation and Drainage Changes. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or re-channel the drainage flows after location and

installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering or maintaining drainage and water flow. No changes in the elevation, topography or drainage characteristics of any Lot within the Subdivision shall be made without the Owner first obtaining an Engineer's report and the prior written approval of the Declarant or the Association Board of Directors.

Section 26. Lakes and Detention Ponds. No lake or detention pond area constructed or shown on any map of the Subdivision shall be used for swimming or diving, nor shall the use of any personal flotation devices, jet skis or other such items be permitted on any lake or detention pond except as permitted by the rules and regulations of the Association. Only non-motorized or electric boats will be allowed.

No Lot Owner may use or permit to be used any water from any lakes or other bodies of water for irrigation of such Owner's Lot. Neither the Declarant nor Association shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes or detention ponds within the Subdivision. No dredging or filling shall be undertaken on any property adjacent to any water body, except with the prior written approval of the Declarant. See Article IV for additional provisions regarding lakes and detention ponds.

Section 27. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Subdivision. Exterior sculpture, fountains, gazebos, arboretums, flags, and similar items are subject to Declarant's or ARC's prior approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag, provided such flag is no greater than 4 feet by 6 feet in dimension.

Section 28. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed game equipment, shall be subject to ARC review and prior approval.

Section 29. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design on a structure, as determined in the sole discretion of ARC.

Section 30. Trees. Trees may be removed without prior written approval within the building foundation area of the main Dwelling and within ten (10) feet of the main Dwelling. Except as provided for in this Section and in Article VIII of this Declaration, no tree six (6") inches in diameter or greater at ground level shall be cut, removed or intentionally damaged on any Lot without the prior written approval of the Architectural Review Committee. In the event of an intentional or unintentional violation of this Section, the violator may be required by the ARC to replace the removed tree with one (1) or more comparable trees of such species, size and number and in such location as the ARC may determine necessary, in its sole discretion, to mitigate the damage. Notwithstanding the foregoing this provision shall not apply to trees removed by Declarant in the development process, nor shall it exempt Lot Owner from compliance with the Horry County tree ordinance

Section 31. Gardens. No fruit or vegetable gardens shall be permitted to be planted in the front yard or side yard areas of any Lot.

Section 32. Lighting and Surveillance Cameras. No mercury vapor or similar lights which are situate upon poles similar to street lights shall be permitted on any Lot without the written consent of the ARC. No exterior cameras shall be pointed directly at a neighbor's Dwelling. Except for reasonable seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC.

Section 33. Storm Protection. All storm protection equipment, including without limitation, shutters, panels, plywood, must be approved in writing by the ARC.

Section 34. Air Conditioning Units. Except as may be permitted by the ARC, no window air-conditioning units may be installed in any Dwelling.

Section 35. Wetland Areas. Lot Owner(s) are and shall be prohibited, unless prior written approval is obtained from the U.S. Army Corps of Engineers (the "Corps"), from filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, or otherwise doing any work in the Wetland Areas; introducing exotic species into the Wetland Areas; and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. Violation of this covenant shall subject Lot Owner(s) to enforcement actions by the Corps, the U.S. Department of Justice, and/or the South Carolina Department of Health and Environmental Control Office of Coastal Resources Management.

The perimeter of the Wetland Areas shall at all times be plainly marked by permanent signs saying "Protected Natural Area," or by an equivalent, permanent marking system.

ARTICLE III

Construction in Accordance with Plans and Specifications

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Subdivision in accordance with the provisions of this Article III together with other applicable provisions of this Declaration. Only new construction of residential buildings shall be permitted, it being the intent of this covenant to prohibit the moving of an existing building or portion thereof on a lot and remodeling or converting same into a Dwelling.

Section 2. Size of Residences and Lot Coverage. All residences to be constructed upon Lots shall have a minimum of 1,250 square feet of enclosed heated living area for one-story structures and 1,800 square feet of enclosed heated living area for two-story structures (exclusive of porches, decks and garages and other unheated spaces). Residences shall be a maximum height of Thirty-five (35') feet measured from the final grade of the site to the ridge of the highest roof element.

Section 3. Setbacks. No building or structure shall be erected so as to extend over or across any of the Setback lines shown on the recorded plat of the Subdivision or as described in the Declaration or any amendment thereto so as to be nearer to the Lot boundary line than such Setback line unless approved by Declarant. However, the location of normal air handling and heat, ventilation and air conditioning units, fences, patios, decks, swimming pools, and pool equipment shall be permissible within such Setback area so long as it is in conjunction with an approved residential building or other structure located on a Lot and meets with Horry County code. In addition, stairs, stair landings, overhangs, bay windows and fireplaces may encroach into such Setback so long as it is approved by Declarant and meets with Horry County code. Notwithstanding the foregoing, Declarant reserves the right to limit or prohibit encroachments within the Setback area when circumstances such as topography, proximity to roadways, environmental considerations or aesthetic considerations may require.

Section 4. Fences, Walls and Animal Pens. Any fences, walls or animal pens sought to be constructed on any Lot shall require the specific written approval of the Declarant or the ARC prior to construction. Approval as to location, size, composition, configuration, exterior materials, color, design and other similar matters is at the sole discretion of the Declarant or the ARC, and such approval may be withheld for purely aesthetic considerations.

No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on any Lot or Lots across the front street line of the said Lot or Lots or on either of the side lines of the said Lot or Lots until such time as the Declarant or the ARC approves same as to location.

The use of visually permeable (i.e. wrought iron or aluminum) fences is required. Wrought iron or aluminum fences on home sites adjoining lakes, open space or adjacent to highly visible roads shall have a height restriction of four (4') feet. Requests for fence heights in excess of four (4') feet will be considered on a case by case basis, for home sites NOT adjoining lakes, open space or highly visible roads. Fences shall be black or dark bronze in color.

Section 5. Exterior Building Materials. The exterior of all homes must be constructed of wood or woodlike sidings, shingles and shakes, tabby and brick (in limited use), brick, vinyl, stucco, synthetic stucco, stone, and hardiplank, provided however, the ARC reserves the right to specify the type of exterior building materials to be used on a Village by Village basis.

ARTICLE IV

Additional Provisions as to Buffers, Lake Maintenance Easement Areas and Lakes

Section 1. Buffers and Lake Maintenance Easement Areas No cutting or removal of trees, shrubbery, or landscaping of any kind shall be made within any Buffer or Lake Maintenance Easement area shown on any recorded plat of the Subdivision, except with the prior written consent of Declarant. As the provisions contained herein are for the preservation of the aesthetics and privacy of the Subdivision, in the event of the destruction or removal of any tree or landscaping within the aforesaid Buffer or Lake Maintenance Easement (except destruction caused by act of God), the Owner of the Lot upon which such tree, shrub, or landscaping was located will cause same

to be replaced or restored with a comparable size and type of tree or landscaping, at the Lot Owner's sole expense.

Section 2. Declarant's Rights and Easements. Declarant, as Developer, hereby reserves and is granted a maintenance easement in favor of itself, its successor and assigns over, under, onto and across all Buffers and Lake Maintenance Easement Areas for the purpose of maintaining, restoring, and replacing trees, shrubs, and landscaping. The reservation of these easements shall not place upon Declarant any obligation to perform such activities and such performance shall lie solely within the discretion of Declarant. The within rights of Declarant are in addition to the rights and obligations of Association set out in Article VI, Section 4 of this Declaration. The easements herein reserved and granted are perpetual, non-exclusive and shall run with title to the Lots.

Section 3. Rights of Enforcement. In the event an Owner does not replace trees and/or restore landscaping as and when required under Section 1 above, Declarant and Association may each enforce such Owner's obligations either by an action in specific performance or may perform such work themselves and the cost and expense of such work and materials, shall be due and payable by such Owner within seven (7) days of demand by Declarant or Association, as the case may be. In the event such Owner refuses to make such payment as aforesaid, the Declarant and Association shall have the right to bring an action for the collection of same plus attorney's fees related thereto; the Association shall have the additional right to enforce collection thereof in the manner provided under Article VII, Section 8 of this Declaration.

Section 4. Ownership and Control of Lakes and Detention Ponds. No right, title or interest, including, but not limited to riparian rights, in any lake shall attach to or become an appurtenant to the title to any Lot by reason of, or upon conveyance of such Lot by Declarant unless such conveyance specifically includes such rights. Lakes and detention ponds located on the property as shown on the recorded plat of the Subdivision are part of the Stormwater Drainage System for Bridgewater.

Although portions of the lakes and detention ponds may at some point be located on Lots, the Declarant reserves unto itself, its successors and assigns an easement upon and across every Lot to maintain said lakes and detention ponds as more fully provided in Article VI, Section 8 of this Declaration. The Association shall be responsible for maintenance of said lakes and detention ponds, including but not limited to providing erosion control, invasive weed and algae control and containment, and providing aerators and fountains for both aesthetics and improved biological activity.

ARTICLE V

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association and the Developer shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Board of Directors. There shall be at least three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called for at the request of the president of the Association, by a majority of the directors, or as called for in the Bylaws. The foregoing notwithstanding, so long as the Declarant, or its successors and assigns as declarant, is the Class B Member, Declarant shall select the Board of Directors and Declarant may select board members who are not Owners.

Section 3. Articles of Incorporation and Bylaws. A copy of the Articles of Incorporation of the Association and Bylaws of the Association are attached hereto as Exhibit "B" and Exhibit "C" respectively, and made a part and parcel hereof.

Section 4. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners excepting the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, all such persons shall be members; however, they shall select one (1) member to vote, which such member shall be designated as the "Voting Member" and shall be so designated to the Secretary of the Association in writing prior to the vote being taken. In no event shall more than one (1) vote be cast with respect to any such Lot. When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, such purchaser automatically becomes a Class A Member.

Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to total votes in an amount equal to twice the number of the Class A votes plus one. Class B membership shall cease and become converted to Class A membership upon the happening of the earlier of the following:

- (a) Six months after the conveyance by Declarant of all Lots in Bridgewater , including any undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or
- (b) Fifteen (15) years from date of recordation of this Declaration; or
- (c) At such time as Declarant voluntarily relinquishes Class B Member status.

From and after the happening of whichever of said events which occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member and entitled to one vote for each Lot owned in the manner provided above.

Section 5. Suspension of Voting Rights. The Association, by and through its Board of Directors, may suspend the voting rights of an owner for nonpayment of monetary obligations more than 90 days delinquent, provided however, no voting right shall be suspended for violation of any other duty imposed under the Declaration, By-Laws, or any rules and regulations adopted thereunder or fine imposed as the result of such violation, unless and until notice and hearing procedures set out in Article III, Section 23 of the By-laws are followed. Any voting rights that have been suspended

may not be counted towards the total number of votes for any purpose, including but not limited to, the number of votes necessary to constitute a quorum, conduct an election or approve an action under the governing documents.

ARTICLE VI.

Property Rights in the Common Area / Miscellaneous Easements

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot. This right and easement shall be for use in common with all other such members, their tenants, guests and invitees. In the event that Declarant incorporates additional land under the provisions of this Declaration pursuant to Article X, Section 2 of this Declaration, all Owners of Lots within such additional phases shall have the same rights and privileges with regard to use of the Common Area as the Owners of Lots originally made subject to this Declaration.

Section 2. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that within fifteen (15) years from the date of recording of this Declaration, it will convey to the Association, by Quit-Claim Deed, fee simple title to the Common Area upon the conditions set forth herein, subject to those rights reserved unto to Declarant pursuant to this Declaration and to the provisions of this Declaration.

In lieu of the conveyance provided for herein with regard to the alleys, streets and roads, Declarant may cause such alleys, streets and roads to be dedicated to any governmental entity, as provided for in Section 3(a) hereof.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

- (a) The right of Declarant, and/or of the Association, to dedicate, transfer or convey all or any part of the Common Area, with or without consideration (and subject to the condition set out in Section 2 immediately above), to any governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely limit the use of the Common Area by the Members of the Association;
- (b) The right of the Declarant, and/or of the Association, to grant and reserve easements and rights-of-way through, under maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage and other utilities and services, including, without limitation, a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Declarant to grant and reserve easements and rights-of-way through, over and upon and across the Common Area for the completion of the Subdivision, for the operation and maintenance of the Common Area and perpetual non-exclusive easements for ingress and egress and utility installation and maintenance to any other property of Declarant regardless of whether or not made subject to this Declaration;

(c) The right of the Association, as provided in its By-Laws to suspend the enjoyment rights of any Member in the Common Area (but not access to a Member's Lot) for any period during which any assessment remains unpaid, and for a period not to exceed thirty (30) days from any infraction of its published rules and regulations.

(d) The rights of the Association, in accordance with law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and in pursuance thereof, to mortgage the same.

Section 4. Maintenance. The Association shall at all times maintain in good repair all Common Area and other property for which the Association has responsibility, whether owned by the Association or not, and shall repair or replace as often as necessary, the paving, drainage structures, street lighting fixtures, landscaping, and entrance signage, and other amenities situated on the Common Area or other property for which the Association has responsibility, including any lakes within Bridgewater. The Board of Directors acting by a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the lighting and irrigation systems located in the Common Area and all other Common Expenses. All work pursuant to this Section and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article VII. Excluded herefrom shall be paving and maintenance of individual Lot driveways up to the back of curbing which shall be maintained by each Owner. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association. In the event the alleys, streets and roads are dedicated to a governmental entity, the Association may, at the option of the Board of Directors maintain, repair and replace (at Association's sole cost and expense) any and all landscaping, shrubbery and entrance signage to the Subdivision which may be located within the dedicated areas, as well as any stamped and/or colored asphalt in the roadways.

Section 5. Additional Structures. Neither the Association nor any Owner or any group of Owners shall, without the prior written approval of Declarant, erect, construct or otherwise locate any structure or other improvement in the Common Area.

Section 6. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owners' family who occupy the residence of the Owner within the Subdivision.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to the Owner's tenants who occupy a residence within the Subdivision.

(c) Guests. Any recreational facilities and other Common Area, may be utilized by guests of Owners or tenants subject to this Declaration, the By-Laws of the Association and to the rules and regulations of the Association governing said use and as established by its Board of Directors.

Section 7. Rules and Regulations. The use of the Common Area by an Owner or Owners, and all other parties authorized to use same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association governing such use, or which may hereafter be prescribed and established by the Association.

Section 8. Easement for Utilities and Maintenance. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under the Setback areas, Lake Maintenance Easement areas and other easement areas on each Lot as shown on the recorded map of the Subdivision and/or as set forth herein and over, upon, across and under the Common Area for maintenance and/or the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including an easement for privately owned television and other communications cable and equipment, and for maintenance of lakes and detention ponds and the installation and maintenance of pumps, fountains or other equipment related to said maintenance. Declarant may further cut drainways for surface water when such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installations and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations, and tanks on Common Area, or to locate same upon any Lot without permission of the Owners of the Lots immediately adjacent to such Lot. It shall not be necessary to obtain the consent of Owners of Lots adjoining any existing utilities or pump stations. Such rights may be exercised by the licensee of the Declarant but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility service. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the Subdivision which will interfere with the rights of ingress and egress provided for in this paragraph. Should Owner erect any structure, including, without limitation, walls, fences or paving within any areas designated on the Plat of the Subdivision as a "Drainage Easement", "Sewer Easement", "Utility Easement", "Lake Maintenance Easement", "Maintenance Easement", "Access Easement", "PDD Buffer", "Wetland Area" or any combination of the above, said Owner does so at their peril and should it be necessary for Declarant or Association to have such structure removed in the future, such structure shall be removed by Owner at Owner's expense. No Owner is allowed to change the grade of any easement area, provided however, that driveways may cross utility and drainage easements at the front the Lots subject to prior approval of Declarant and provided that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery. Each Owner shall keep drainage ditches and swales located on such Owner's Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon such Lot as may be reasonably required for proper drainage. Declarant may, at its sole option, convey any such drainage easements to an appropriate governmental entity. The easements referred to in this paragraph are, without limitation, those shown upon the recorded plat(s) of the Subdivision; as set out in easements of record; upon the plans of the Subdivision; or which are located on, over or under the ground.

In addition to the foregoing rights reserved to Declarant, and not in limitation thereof, Declarant further reserves unto itself, its successors and assigns, a perpetual, alienable commercial easement

and right of ingress and egress over, upon, across and under the Common Area and all streets and roads within the Subdivision for the purpose of providing drainage and utility installation, construction, reconstruction, and maintenance to adjacent property now or hereafter owned by Declarant and for the installation and maintenance of any pipes, drainways or other installations necessary for the foregoing and further for the installation, maintenance, repair, replacement and operation of water lines and other utilities which serve or shall serve property presently owned by Declarant. Declarant, its agents, contractors, servants, employees and assignees may enter upon the easement areas for the purposes of maintaining, repairing, replacing and operating such water lines and other utilities and drainage facilities and for the purpose of installing additional utilities and drainage facilities. Declarant further reserves unto itself, its successors and assigns, a perpetual, alienable easement and right-of-way over, under and across those areas designated as "Drainage & Access Easement" on the plat of the Subdivision referred to in Exhibit "A" hereto for the purpose of providing drainage of the Subdivision and lands now or hereafter adjacent to the Subdivision or in the vicinity thereof (whether or not a part of the Subdivision) and for the installation, repair and maintenance of pipes and other facilities necessary for such drainage. Declarant, its agents, contractors, servants, employees and assignees may enter upon any of the easement areas so designated on the recorded plat of the Subdivision for the purpose of maintaining, repairing, replacing and operating any of the drainage facilities, pipes, ditches, and drainage areas located thereon. The Owners of Lots on which such easements are located shall not interfere in any manner with such easements or any of the facilities located therein or the access thereto. No Owner shall erect any structure or fence within such easement areas without the prior written consent of Declarant. Declarant, its agents, employees and assignees shall have no liability for damage which may occur to any structures, plants, trees, or other items which may be located in such utility and drainage easements and Declarant shall have no obligation to replace any such structures which may be removed or damaged due to maintenance, repair or other work performed in such easement areas.

Declarant further specifically reserves unto itself, its successors and assigns, perpetual, alienable, commercial easements over and under all Lots along an area 5 feet in width inside each side boundary line of each Lot and 10 feet along the front and rear of each Lot for the purpose of installation, construction, maintenance, repair, replacement, use and operation of utilities and utility systems of all kinds (including but not limited to water, sewer, electric, and natural gas), drainage (including but not limited to storm water and surface drainage), lake maintenance, and access. These easements shall be in addition to, and not in limitation of, any and all other easements reserved unto the Declarant herein. Declarant further reserves an easement of ingress and egress over and across all streets and roads of the Subdivision which such easements are and shall be for the purpose of ingress and egress to any property now owned or hereafter acquired by Declarant, its successors and assigns whether or not such property is made a part of the Subdivision and whether or not such property adjoins the Subdivision.

Section 9. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to, any property manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties, including any maintenance required under Article IX below. Except in the event of emergencies, this easement is to be exercised only during normal business hours, whenever practicable.

Section 10 Model Homes, Sales Offices, Rental Offices, Property Management Offices

and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, its successors and assigns, the perpetual, alienable and transferable right and easement in and to the Subdivision for the maintenance of signs, model homes, sales offices, rental offices, property management offices and construction offices, together with such other facilities as in the sole opinion of Declarant reasonably may be required, convenient or incidental to the completion, management, rental, improvement and/or sale of Lots or Common Area. The Declarant also reserves the right to grant to any builder or builders the right to operate and maintain builder sales offices at any location within the subdivision upon such terms and conditions as the Declarant in the Declarant's sole discretion may determine.

Section 11. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot for the purpose of landscaping, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing rubbish and trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement, but not the obligation, to maintain and/or repair the outer portions of any building, if the Owner shall fail to maintain such building in keeping with the standards of the Subdivision. The cost of such maintenance and/or repair shall constitute a special assessment against the Lot on which the building is located and the Owner of said Lot as provided in Article VII herein.

Section 12. Temporary Construction Easement. There is hereby reserved for the benefit of the Owners and their builders, a temporary construction easement over all Lots along an area 5 feet in width inside each side boundary line of each Lot for the purpose of installation, construction, maintenance, repair, and replacement of improvements on said Lot, together with an easement for ingress and egress.

Section 13. Road Construction Easement. Declarant reserves a temporary construction easement of twenty-five (25) feet in width along both sides and running parallel to streets and roads, which easements shall expire eighteen months after the particular road construction commences.

Section 14. Party Walls and Fences. The rights and duties of the Owners of Lots with respect to party walls and party fences constructed as a part of the original construction on the Property shall be governed by the following:

(a) General Rules of Law to Apply. Each wall or fence which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall or party fence, as applicable, and with respect to such wall or fence, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of the wall or fence on his or her Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and fences and of liability for property damage due to negligence or willful acts or omissions, shall

apply thereto.

(b) Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall or fence is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his or her agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed at their joint expense forthwith to rebuild or repair the same to as good condition as formerly.

(c) Repairs of Damage Caused by One Owner. If any such party wall or fence is damaged or destroyed through the act of one adjoining Owner or any of his or her agents or guests or members of his or her family so as to deprive the other adjoining Owner of the full use and enjoyment of such wall or fence, then the Owner responsible for such damage shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

(d) Damage by Exposure. If any party wall is damaged by reason of exposure to the elements caused by the negligence or intentional acts of the Owner or occupant(s) of a Lot sharing the use of such party wall, the Owner of such Lot shall be responsible to promptly repair such party wall at such Owner's sole expense.

(e) Encroachments. If any portion of a party wall or fence shall encroach upon any adjoining Lot, or upon the Common Area by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the wall or fence shall exist.

(f) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 15. Declarant's Right to Use Common Area for Special Events. As long as Declarant, its successors or assigns, or any Affiliate of Declarant owns any property, including but not limited to Common Area, described in and shown in the recorded plats of Bridgewater, Declarant may use the Common Area to sponsor special events for charitable, philanthropic, or marketing purposes, subject to the following conditions:

- (a) the availability of the facilities at the time requested;
- (b) Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and
- (c) Declarant's right to use the Common Area for special events shall be enforceable by injunctions, by any other remedy in law or equity.

Section 16. Easements for Public Services. There is hereby reserved for the benefit of Horry County and an easement is hereby granted to the County of Horry over all private roads and streets and all other areas where reasonably necessary for the following purposes:

- (a) to install, service, repair, replace, maintain and read water meters.
- (b) An easement having a five (5) foot radius around each fire hydrant is specifically reserved to the County of Horry (Fire Department) for the purpose of going on the land and testing the fire hydrant.
- (c) for the fighting of fires.
- (d) for affording Police protection.
- (e) all easements set out on the recorded plat.

Section 17. Communications Services Agreement/Easements. The Association has entered into an Agreement to Obtain Communications Services with Bridgewater Services SC, LLC, dated March 28, 2018, a memorandum of which is recorded in the Office of the Register of Deeds for Horry County in Deed Book 4095 at Page 1503 Such Agreement, as the same may be modified or amended, is hereinafter referred to as the "Communications Services Agreement". Declarant has also simultaneously granted private easements for the exclusive provision of communications services for Bridgewater. For so long as the Communications Services Agreement remains in effect, the assessments owed by every Lot or Unit Owner to the Association will include, without limitation, provision for the payment of the "Basic Services" as defined in the Communications Services Agreement, which payment will be required regardless of whether a Lot or Unit Owner uses such Basic Services. The Communications Services Agreement requires that every Lot or Unit Owner sign and deliver to the Association, the Homeowner Agreement in the form attached to the Communications Services Agreement on or before settlement of such Lot or Unit Owner's purchase of a Lot or Unit or acquisition of record title to a Lot or Unit, whichever first occurs. The Communications Services Agreement contains additional provisions describing the services to be provided and the rights, obligations, and restrictions applicable to Lot or Unit Owners and their Lots or Units.

ARTICLE VII.

Assessments for the Maintenance and Operation of Common Area and Facilities

Section 1. Working Capital Contribution. With respect to each Lot, at the settlement on the conveyance of a Lot to the first Public Purchaser of such Lot, there shall be collected from the first Public Purchaser of the Lot (or Seller to such purchaser if the contract between the Seller and the Public Purchaser so provides) an initial contribution to the Association of One Thousand and No/100 (\$1,000.00) Dollars to provide initial working capital funds for the Association. Such payment shall not in any way be considered a prepayment of any regular or special assessment. Such funds may be used by the Association in such manner as the Board of Directors thereof shall direct.

Section 2. Public Benefit Improvements Contribution. With respect to each Lot, at the settlement on the conveyance of a Lot to the first Public Purchaser of such Lot, there shall be collected from the first Public Purchaser of the Lot the sum of One Thousand and No/100 (\$1,000.00) Dollars for (1) partially funding the cost of a regional stormwater basin study for the area of Horry County containing Bridgewater and surrounding properties, as well as the implementation of stormwater improvements to effectuate the results of the study and (2) to assist in the financial impact of recreational facilities to be built in the area of Bridgewater and surrounding communities

to be utilized by residents of Bridgewater and the surrounding communities. Such payment shall be remitted by the Association to Horry County and shall not in any way be considered a prepayment of any regular or special assessment.

Section 3. Assessments, Liens and Personal Obligations Therefor, and Operation and Maintenance of Common Area.

(a) Each and every Owner of any Lots(s) within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Annual Assessments or charges, including a proportionate share of the "Shared Areas" expense; (2) Village Assessments, if applicable, (3) Special Assessments for capital improvements, and (4) Individual Assessments (collectively the "Assessments"). Said assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lots(s) against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Lots(s) at the time when the assessment fell due. Notwithstanding the foregoing, there shall be no Assessments on Lots owned by the Developer or Builder Owners.

(b) The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of Owners of Lots in the Subdivision, and in particular for the improvement and maintenance of the Common Area and payment of the Association's proportionate share of the "Shared Areas" annual costs as previously defined. Common Area expenses shall include, but not be limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereof, the cost of labor, equipment, materials, management and supervision thereof, the employment of attorneys, accountants, property managers and other professionals to represent the Association when necessary and such other needs as may arise. Such expenses may also include, upon determination by the Board of Directors, costs of improvements located outside of the Subdivision (including, without limitation, identification and/or directional signage [including landscaping] either exclusively or in cooperation with another association or party) now or hereafter designated or existing. In the event that Declarant or his agents performs any of the foregoing services for Association, including, but not limited to, accounting and bookkeeping services, it shall have the right to receive a reasonable fee therefore and such shall not be deemed to be a conflict of interest.

Section 4. Amount and Payment of Annual Assessment The amount of the initial annual assessment shall be set by the Board of Directors of the Association prior to the conveyance of the first Lot to a Public Purchaser. With respect to each Lot, at settlement on the conveyance of a Lot to the first Public Purchaser of such Lot, the annual assessment, or if billed in installments the portion of the annual assessment then due, shall be collected from the first Public Purchaser of the Lot, prorated based on the portion of the current year's annual assessment then due. The annual assessment may be collected in annual, quarterly or monthly installments as determined by the Board of Directors. The annual assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership. In determining the annual assessment, the Board of

Directors of the Association shall appropriate an amount sufficient to pay the costs of insuring, maintaining, replacing, protecting and operating the Common Area and performing the other exterior maintenance required to be performed by the Association under this Declaration including establishing and maintaining adequate reserves and paying the Association's proportionate share of the "Shared Areas" expense under any Covenant to Share Costs. The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period (which shall be based on a calendar year), and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto. In the event that any Lot is subject to an assessment for only part of a calendar year, then the amount of such assessment shall be prorated based on the portion of the assessment period for which such Lot is subject to an assessment.

In the event that two or more Lots are combined for the purpose of providing one building site, such Owner shall pay an assessment for each of the original lots as if they had not been combined.

Each annual Assessment shall be fully payable in advance on the 1st day of January each year, but the Board of Directors of the Association shall have the option to permit payments in such installments and at such times as it shall determine. The exact amount of each annual Assessment shall be fixed by the Board of Directors of the Association.

Upon written demand of an Owner or lessee with respect to a Lot which he or she owns or leases, or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot, the Association or its designee shall within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any are due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge as determined by the Board of Directors may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of or lender on the Lot or Unit on which such certificate has been furnished. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of such statement of accounts.

This Section shall not be amended as provided in Article XIV, Section 11 of this Declaration, to eliminate or substantially impair the obligation to fix the assessment at an amount sufficient to properly maintain and operate the Common Area and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Village Assessment. Whenever a Village is provided a service not provided to all of the Lots and the Association has taken over the provision or payment of such service, the Lots receiving such additional service shall be assessed a supplement to the Annual Assessment in an amount which will defray the costs of such additional service. Such assessment shall be levied by the Board of Directors on a Village by Village basis and shall be treated for collection purposes the

same as the Annual Assessment. In lieu of a separate assessment, the Board of Directors may elect to collect for additional services through a separate line item in the budget and collect for such services as part of the Annual Assessment.

Section 6. Special Assessments for Insurance and Capital Improvements. In addition to the Annual Assessment and any Village Assessment, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying unanticipated increases in insurance costs and for unexpected costs associated with the repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto. Provided that any such assessment shall have the assent of at least fifty-one (51%) percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The due date of any specified assessment shall be fixed in the Resolution authorizing such assessment.

Section 7. Individual Assessment. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain their Lot and improvements pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any Common Property caused by any Owner or their tenant or invitee, or for any other purpose permitted by this Declaration or any Supplemental Declaration (the "Individual Assessments"). Individual Assessments shall be due and payable within thirty (30) days after written notice from the Association.

Section 8. Assessment Shortfall. It is anticipated that until such time as a sufficient number of Lots have been conveyed to Public Purchasers, the Assessments and other funds collected from the Owners in any particular year may fall short of the expenses incurred by the Association in operating and maintaining the Association Property and other expenses provided to be paid by the Association herein during such year (the amount of such shortfall being hereafter referred to as the "Shortfall"). To fund the Shortfall until such time as cash flow from the Owners is sufficient to pay such expenses, the Developer may, but shall not be obligated to, pay funds into the Association to make up the Shortfall or any portion thereof (a "Developer Loan" or collectively if more than one, the "Developer Loans"). The Association shall use the Developer Loans to pay the Shortfall. All of such Developer Loans shall be considered loans by the Developer to the Association and the Association shall be obligated to repay the Developer Loans as provided herein to the Developer regardless of whether such obligation is evidenced by a note or other writing and, if specified in a note or other writing, a reasonable rate of interest on the Developer Loans. Such Developer Loans together with any interest accrued thereon shall be carried and evidenced as obligations and liabilities of the Association on the Association's financial records and statements and the Association shall provide for repayment of such obligations in developing and adopting its annual budget and Annual Assessment.

Section 9. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services and material required in the operation and maintenance of the Common Area and in the discharge of the Association's duties.

Section 10. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien. Remedies of Association. If any assessment (or reimbursement under Article IV Section 3 of this Declaration) is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot(s), which shall bind such Lot(s) in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment or reimbursement, however, shall remain his personal obligation and will also pass on to his successor in title.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, with interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$50.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

The Association may bring legal action against the then Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot(s) in the same manner as a mortgage is foreclosed; and in the event a judgment is obtained, such judgment shall include interest on the assessment or reimbursement as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. The Association may further file a notice of lien in the public records of Horry County, South Carolina. The Association, by and through its Board of Directors, shall have the authority to compromise and settle claims for assessments upon a majority vote upon good cause shown.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments (and reimbursement) provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot and held by a commercial or savings bank, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Lot pursuant to a decree of foreclosure or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Lot from liability for any assessments which thereafter become due, nor form the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Properties subject to assessment.

Section 12. Exempt Property. All Common Area subject to this Declaration shall be exempted from the assessments, charges and liens created herein.

ARTICLE VIII.

Architectural Standards and Control

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Committee established in Section 1 of this Article VIII. This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any land subject to this Declaration.

No construction, which term shall include, without limitation, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements hereof have been fully met and until the approval of the Architectural Review Committee has been obtained.

Section 1. Architectural Review Committee The Architectural Review Committee (ARC) shall have exclusive jurisdiction over all construction on any portion of the Properties, including but not limited to the authority to review and approve all proposed Site plans showing where improvements are to be erected, provided however, Declarant reserves the right to exercise control of the ARC until such time as Declarant no longer owns any Lot or portion of Bridgewater or has a right to expand Bridgewater pursuant to Article X. Declarant shall prepare and, on behalf of the Board of Directors, shall promulgate the initial Bridgewater Architectural Review Committee Master Guidelines and the Architectural Design Guidelines hereinafter collectively the "Architectural Guidelines". Declarant shall have sole and full authority to amend the Architectural Guidelines as long as Declarant controls the ARC, notwithstanding any delegation of reviewing authority. Declarant reserves the right to vary such Architectural Guidelines according to land use and housing type and from one Village of Bridgewater to another, including promulgating architectural guidelines on a Village by Village basis.

The ARC shall make the Architectural Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and who shall conduct their operations strictly in accordance therewith. As long as Declarant owns any Lot(s) which are subject to this Declaration or retains the right to add additional phases, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5) persons. The members of the ARC do not have to be Owners. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

The ARC shall also have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots, Lake Maintenance Easement Areas, open spaces and Common Areas. The right of approval herein reserved and granted shall include, without limitation, the right to designate or re-designate which Lot line shall be the "front" in the case where a Lot is bordered by more than one street. Architectural Guidelines shall detail standards and procedures governing the ARC's area of responsibility and practice. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions, or alterations shall be submitted in advance to the ARC for approval as to quality of workmanship

and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his/her Dwelling or to paint the interior any color desired. In the event the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved; provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provision of this Declaration. Refusal or approval of plans, specifications, and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the ARC, may deem sufficient. The approvals required pursuant to this Article shall be in writing and are in addition to any approvals required by other applicable governmental authority.

All reasonable costs incurred by the ARC in reviewing and approving applications to the ARC shall be the responsibility of the applicant. Unless specifically waived by the ARC, all applications and submissions must be accompanied by a review fee as is established by the ARC from time to time.

Actual construction of Dwellings and other improvements shall be the responsibility of the Owner of the Lot and the Owner's builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the ARC or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

Section 2. Buildings, Fences, Walls, Etc. No building, fence, wall, deck, trellis, gazebo, or other structure, and no change in topography, landscaping, or any other item originally approved by the ARC, shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the ARC. Any change in exterior appearance of any building, wall, fence, or other structural improvements, including color, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval.

Section 3. Compliance with Stormwater Management Acts. All construction within Bridgewater shall comply with The Stormwater Management and Sediment Reduction Act, South Carolina Code §§ 48-14-10 et. seq. and The Erosion and Sediment Reduction Act of 1983, South Carolina Code §§ 48-18-10 et. seq. as implemented by the Office of Coastal Resources Management and the Department of Health and Environmental Control.

Section 4. Declarant's right to exercise Architectural Review Authority. Notwithstanding the above sections, Declarant, in Declarant's sole judgment and discretion, reserves the right and option to exercise Architectural Review Authority without establishing an ARC until such time as Declarant relinquishes Class B membership status.

Section 5. Variances. The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration or the Architectural Review Guidelines, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARC and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Architectural Review Guidelines for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot, including but not limited to zoning ordinances and setback requirements imposed by Horry County.

ARTICLE IX.

Exterior Maintenance, Reasonable Access and Maintenance of Common Area

Section 1. Exterior Maintenance. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Declarant, or the Association (after the termination of Class B membership status of Declarant) may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the exterior of the dwelling pressure washed due to excessive mold and or mildew, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead or diseased trees, shrubs, vegetation or dangerously leaning trees or limbs removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, all of which shall not be deemed a trespass, and all expenses of the Association under this provision shall be a lien and charge against the Lot on which the work is done and the personal obligation of the then Owner of such Lot. The Declarant or the Association, and its assigns, may likewise, after giving the owner 10 days written notice sent as aforesaid, enter upon such Lot(s) to remove any trash, debris or garbage which has collected on said Lot(s) without such entrance and removal being deemed a trespass, all at the expense of the owner of said Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to the Owner's last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum secured by a lien against the Lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, by its duly authorized agent and employees, or the Declarant during the period of development, shall have the right to enter upon any Lot at reasonable hours, on any day except Sundays and holidays, on reasonable prior notice.

Section 3. Maintenance of Common Area. It shall be the responsibility of the Association to maintain the Common Area whether pursuant to this Declaration or the Covenant to Share Costs. However, should the Declarant (prior to conveyance to the Association) or the Association (after the termination of the Class B status of Declarant), decide to transfer any portion or all of the areas designated or to become, by conveyance, Common Area to governmental authority, as they have the right to do, such duty to maintain same shall cease as to that portion so transferred. Notwithstanding anything in this Section 3 to the contrary, the Board of Directors may elect pursuant to Article VI, Section 4, to maintain, repair and replace (at Association's sole cost and expense) any and all landscaping, shrubbery and entrance signage to the Subdivision which may be located within any alleys, streets and roads that are dedicated to a governmental entity.

Section 4. Maintenance of Townhomes, Villas and Duplexes. Notwithstanding anything to the contrary in Section 1 above, it shall be the responsibility of the Association to perform certain maintenance functions for designated Villages within Bridgewater in order to provide a uniform and coordinated approach to maintenance of Townhomes, Villas and Duplexes, enhance the appearance of Bridgewater, preserve property values, and allow for maintenance on a more economic and efficient basis. The Association will provide, subject to the provisions of Article VII, Section 5, such maintenance as the Board of Directors shall determine is necessary, including but not limited to the following:

- a. Roof replacement (not repair), including shingles, felt and sheathing, excluding however the repair or replacement of rafters.
- b. Power washing of buildings, when needed.
- c. Annual termite treatment.
- d. Full lawn maintenance, to include grass cutting, weeding, edging, trimming bushes and trees, application of fertilizer and weed control and annual application of pine straw or mulch.

Section 5. Removal of Obstructions, Debris, and Materials. The Association may remove any obstructions of any nature located within road right-of-ways or other Common Area (including trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the maintenance of the roads or other Common Areas.

ARTICLE X. Phased Development

Section 1. Initial Phase. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Horry County, South Carolina, and is more particularly described on Exhibit "A" attached hereto and made a part and parcel hereof.

Section 2. Additional Phases. The Declarant may, at its option, from time to time bring other land under the provisions hereof by recording a Supplemental Declaration(s) stating its intention to

so incorporate additional real estate. Declarant may incorporate such additional land under the provisions hereof in any number of additional phases as it may so desire and may, in its discretion, change the character or nature of such future phases, including but not limited to changing the architectural theme, building materials, elevations, and minimum square footage requirements for buildings. Such Supplemental Declaration(s) shall not require the vote or consent of the Association or any Owner. Any such Supplemental Declaration(s) shall be effective upon the filing thereof in the public records of Horry County, South Carolina. Such Supplemental Declaration shall describe the real property to be brought under the provisions hereof. Declarant may bring such additional real estate under the terms hereof either in whole or in part and may do so in multiple phases. Upon the Declarant's election to incorporate additional real estate hereunder, all of such real estate so incorporated shall be as fully covered hereby as if a part of the original Subdivision. All property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions and duties as herein contained, together with such additional restrictions and obligations as Declarant may impose on the land being submitted to the provisions of this Declaration by such Supplemental Declaration(s). Declarant shall have the unilateral right to transfer to any other person or entity the said right to submit additional property to the provisions of this Declaration. Declarant shall have no obligation to develop any land adjoining the Subdivision in accordance with this Declaration and may develop same in any manner it may desire and further, Declarant, in the event that it should decide to develop any additional land located adjacent to the Subdivision, in its sole discretion, shall have no obligation to make same a part of the Subdivision or subject to this Declaration. THE DECLARANT SHALL BE UNDER NO OBLIGATION TO DEVELOP ADDITIONAL PHASES AND NONE OF THE REMAINING PORTION OF THE PROPERTY DESCRIBED HEREIN SHALL BE DEEMED A PART OF ANY SCHEME OF DEVELOPMENT UNTIL ACTUALLY BROUGHT UNDER THESE RESTRICTIONS AS HEREIN PROVIDED. THE RIGHT TO ADD FUTURE PHASES SHALL TERMINATE 15 YEARS FOLLOWING THE DATE OF THIS DECLARATION.

Section 3. Reservation of Additional Easements and Rights. Declarant reserves for itself and its successors and assigns as developer (and all conveyances by Declarant to Association of Common Area shall be deemed to automatically reserve) easements over, under and across all Common Area for ingress and egress and for construction and completion of construction and development of future phases including, without limitation, easements for the installation, construction, reconstruction, repair, maintenance and operation of all utility services; said easements to be in addition to and not in lieu of any other rights or easements reserved by Declarant herein or in any supplement hereto or any other conveyance by or to Declarant or its predecessors in title.

Section 4. Extension of Roads. Declarant shall have the right, but shall have no obligation, to extend any street or road now or hereafter within the Subdivision, without seeking the approval of Association or any other party, for the purpose of serving additional phases of the Subdivision and/or for serving other parcels of property not included within the Subdivision.

Section 5. Voting Rights. As each phase, if any, is added to the Subdivision, the Lots comprising such additional phase shall be counted for the purpose of voting rights.

Section 6. Identification of Additional Phases. Nothing in this Declaration shall prohibit Declarant from naming or identifying any Phase or portions thereof by a name other than

Bridgewater " or "Bridgewater Subdivision" and any such other designation shall in no way prejudice the rights or obligations under this Declaration of any Owner of any Lot in any such section or Phase.

ARTICLE XI.

Rights of Mortgagees

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots (together with any improvements thereon) in Bridgewater. The provisions of this Article apply in both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Rights of Mortgagees or Third Parties. Should a mortgagee or third party acquire the rights of Declarant, by way of foreclosure or otherwise in adjoining or neighboring property contained within the property contiguous to the property subject to this declaration, as same may exist from time to time, it shall be allowed full use of all rights, easements, rights-of-way and utilities contained within the Subdivision for the purpose of serving such adjoining or neighboring areas. These rights shall also inure to the benefit of Declarant should it retain or be the Owner of any portion of said property. Any of such parties may elect to bring additional phases under this Declaration.

Section 2. Notice to Association.

Each Owner shall be obligated to provide the Association with the name and street address of the holder or guarantor of any Mortgage encumbering such Owner's Unit. In addition, any institutional holder or guarantor of a Mortgage may provide written notice to the Association stating the name and street address of such holder or guarantor and the address of the Unit to which its Mortgage relates. All such holders and guarantors of Mortgages of which the Association has been notified are referred to as "**Eligible Holders.**"

Section 3. Special Freddie Mac Provisions. If a condominium exists within any portion of Bridgewater, and so long as required by Freddie Mac, or any successor organization, the provisions of this Section 3 shall apply.

(a) Notices of Action. If the Association has not been notified of the name and street address of the holder or guarantor of a Mortgage on a Unit, the Association may send any notice required to be sent to Mortgagees to the Unit address, and such act shall be deemed sufficient notice to the Mortgagee of such Unit for all purposes under this Declaration and the By-Laws. Each Eligible Holder will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of Bridgewater or any Unit on which there is a Mortgage held or guaranteed by such Eligible Holder;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to the Mortgage of such Eligible Holder;

(iii) A lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association; and

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(b) Actions Requiring Approval of Eligible Holders. In addition to such other approvals as may be required under this Declaration, the By-Laws, or the Articles of Incorporation, the following actions shall require the approval of Eligible Holders of first Mortgages that represent at least 51% of the Units subject to first Mortgages:

(i) Any action to terminate the legal status of the Community or the Association or to use insurance proceeds for any purpose other than to rebuild damaged Common Area improvements; and

(ii) Any amendment to this Declaration, the By-Laws, or the Articles of Incorporation of a material adverse nature to Eligible Holders of first Mortgages.

Section 4. No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Lot or Unit Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 5. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 6. Amendment by Board of Directors.

The purpose of this Article XI is to facilitate financing of Unit purchases by compliance with secondary mortgage market requirements or standards. Should any institutional or governmental lender, purchaser, insurer, or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, the Federal Housing Finance Agency, or the Department of Veterans Affairs, hereafter eliminate, create, or otherwise revise any of their respective requirements to make, purchase, insure, or guarantee mortgage loans on Units, the Board, without approval of the Owners or Mortgagees, may cause an amendment to this Article XI to be recorded to comply with such revised requirements or standards. Each Owner, by accepting title to a Unit, and each Mortgagee, by accepting a Mortgage on a Unit, acknowledges and agrees to such amendments and grants to the Board the authority to make changes to this Article XI as contemplated by this Section 6.

ARTICLE XII

Insurance and Casualty Losses

Section 1. Insurance. Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, Association, and its Members for all damage or injury caused by the negligence of Association or any of its Members or agents. The public liability policy shall have at least a One Million and No/100 (\$1,000,000.00) Dollar single limit as respects bodily injury and property damage, and a Two Million and No/100 (\$2,000,000.00) Dollar aggregate limit.

Premiums for all insurance required under this Section shall be common expenses of the Association. This policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be a common expense of Association.

Cost of insurance coverage obtained by Association for the Common Area shall be included in the assessment.

All such insurance coverage obtained by the Board of Directors shall be written in the name of Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in South Carolina which holds a Best's rating of A or better as is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

(b) All policies on the Common Area shall be for the benefit of Association and Declarant and the Property Management Company shall be named as additional insured;

(c) Exclusive authority to adjust losses under policies in force on the Common Areas obtained by Association shall be vested in Association's Board of Directors;

(d) In no event shall the insurance coverage obtained and maintained by Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners; and

(e) Association's Board of Directors shall be required to make every reasonable effort to

secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against Association's Board of Directors, its manager, and Owners and their respective tenants, servants, agents, and guests;

(ii) that no policy may be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of Association or its duly authorized manager without prior demand in writing delivered to Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by Association, its manager, its Owner, or mortgage;

(iii) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration; and

(iv) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. However, no fidelity bond shall be required as long as the Class B Member exists. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

The Association may purchase officers' and directors' liability insurance, if reasonably available, and the Board of Directors of Association approves the purchase of same. However, every director and every officer of the Property Owners Association shall be indemnified by Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may be become involved by reason of his/her being or having been a director or officer of Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or

reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, shall be retained by and for the benefit of Association and placed in a capital improvements account.

(b) If it is determined, as provided in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Subsection (a) above. However, repair or replacement of the affected Common Area must be made unless prevented by law or governmental rule or regulation.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage and destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Common Area shall be restored to their natural state and maintained by Association in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, if the damage or destruction involves a Lot(s), only Owners of the affected Lot(s) shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIII

Dispute Resolution and Limitation on Litigation

Section 1. Agreement to Avoid Litigation. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”) agree to encourage the amicable resolution of disputes involving the Subdivision, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 2 below “Claims”) shall be resolved using the procedures set forth in Section 3 below in lieu of filing suit in any court.

Section 2. Claims Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 3 below.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 3 below:

- a. any suit by the Association against any Bound Party to enforce the provisions of Article VI (Assessments for the Maintenance and Operation of Common Area and Facilities);
- b. any suit by the Association to obtain a temporary restraining order, or other mandatory or prohibitive equitable relief, and such other ancillary relief as permitted to enforce the provisions of Article II (Uses of Property) or VIII (Architectural Standards and Control);
- c. Any suit by an Owner to challenge the actions of the Declarant, the Association, the ARC, or any other committee with respect to the approval or disapproval of plans and specifications in accordance with Article VIII;
- d. Any suit by an Owner to challenge the enforcement or application of specific use restrictions promulgated in accordance with the procedures set forth in Article II;
- e. Any suit in which any indispensable party is not a Bound Party; and
- f. Any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 3 below.

Section 3. Mandatory Procedures.

- a. Notice. Any Bound Party having a Claim (“Claimant”) against any other Bound Party “Respondent”) (collectively the “Parties”) shall notify each Respondent in writing (the

“Notice”), stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent’s role in the Claim;
2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant’s proposed remedy; and
4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

b. Negotiation and Mediation.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

2. If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of any Horry County, South Carolina dispute resolution center or such other independent agency providing similar services upon which the Parties mutually agree.

3. If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided however, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five days after the Termination of Mediation, the Claimant shall make a final written settlement demand (“Settlement Demand”) to the Respondent and the Respondent shall make a final written settlement offer (“Settlement Offer”) to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant’s original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a “zero” or “take nothing” Settlement Offer.

c. Final and Binding Arbitration.

1. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration of the American Arbitration Association or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided however, nothing herein shall release or discharge Respondent from any liability to Persons other than the Claimant.

2. This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of South Carolina. The arbitration award (the "Award") shall be final and binding, and judgement may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of South Carolina.

Section 4. Allocation of Costs of Resolving Claims.

a. Subject to Section 4(b), each Party shall bear its own costs, including any attorney's fees incurred, and each Party shall secure equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

Section 5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance with Section 3(b) and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party, thereafter fails to comply with the Award, then the other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Section 3. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties pro rata) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.

Section 6. Litigation. No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by Members of the Association entitled to vote at a regular or special meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving the proceeding. This Section will not apply, however, to actions brought by the Association to enforce the provisions of this Declaration (including, without limitations, the foreclosure of liens); the imposition and collection of Assessments; proceedings involving challenges to ad valorem taxation; counterclaims brought by the Association in proceedings instituted against it; or actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless

the amendment is approved by the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article XII, if applicable.

Section 7. Miscellaneous Alternative Dispute Resolution Provisions.

a. Conflicting Provisions. Any conflict or discrepancy between the terms and conditions set forth in this Article XIII and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein will control.

b. TIME IS OF ESSENCE. All periods of time set forth herein or calculated pursuant to provisions of this Article XIII will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE XIV

General Provisions

Section 1. Time of Essence. It is agreed that time is of the essence with regard to these restrictions, protective covenants, limitations, and conditions.

Section 2. Enforcement. Subject to the provisions of Article XIII hereof, in the event of a violation or breach of any of these restrictions by any Owner or agent, or agent of such Owner, Owners of Lots in the subdivision, or any of them, jointly or severally, Declarant, and/or Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any such event or to recover damages. In addition to the foregoing, Declarant, its successors and assigns, shall have the right, but shall be under no obligation, whenever there shall have been built on any Lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction, or condition contained in this Declaration, however, long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Declarant or Association employ counsel to enforce any of the foregoing covenants, condition, reservations, or restrictions because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Declarant/Association's counsel, shall be paid by Owner of such Lot or Lots in breach thereof. Any amount assessed hereunder shall constitute a lien on such Lot and shall be enforceable as herein provided. Failure of Declarant, Association, or any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter. In addition, the Board of Directors shall have the authority to enforce the Covenants and Restrictions, including reasonable rules and regulations as outlined in the By-Laws.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a reasonable fine or fines may be imposed upon an Owner for failure of

an Owner, his family, guests, invitees, Lessees or employees to comply with any covenant, restriction, rule or regulation, provided notice and hearing procedures set out in Article III, Section 23 of the By-laws are followed. Once imposed, fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VII, Section 8 of this Declaration.

Section 4. Responsibility of Declarant. Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In addition, nothing contained in this Declaration shall be deemed to be a representation by Declarant with regard to the requirements of any governmental authority and it shall be the duty of each Owner to comply with any such requirements in addition to the provisions of this Declaration.

Section 5. Rule Against Perpetuities. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then, in the event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

Section 6. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Declaration shall be binding on the Owners of the Lot(s) and their respective heirs, successors, and assigns, and run with the land. All rights, easements and agreements reserved by or granted to Declarant herein shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights. At such time as Declarant, its successors and assigns no longer owns any Lots or property in the Subdivision, any right of approval reserved to Declarant by this Declaration shall be exercised by the Association.

Section 7. The Project. The term "Bridgewater", "Project", "Properties" or any synonymous term shall be deemed to mean the Lots designated on the recorded plat of the Project, together with any common areas designated as such. No areas lying outside of these Lots, designated areas and streets shall be considered a part of the Project unless and until such area has been submitted to the terms and provisions of this Declaration in accordance with the terms hereof.

Section 8. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant, Association, or Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of this Declaration may be terminated only by agreement of Owners to which at least ninety percent (90%) of the votes in the Association are allocated.

Section 9. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner of the records of Association at the time of such mailing.

Section 10. Severability. 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.

Section 11. Amendment. These covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds (2/3) vote of the membership in Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained. Provided further, that the provisions for voting of Class A and Class B Members as hereinabove contained in this Declaration shall also be effective in voting for changes in this Declaration. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Register of Deeds. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors that the consents required for such amendment have been received and filed with the Board of Directors.

Section 12. Amendment Prior to First Conveyance by Declarant. At any time prior to the closing of the first conveyance of a Lot by Declarant, the Declarant, and any mortgage holder, if any, may amend this Declaration by mutual consent. The closing of the first sale shall mean transfer of title and delivery of a deed and not execution of a contract of sale or a like document.

Section 13. Assignment of Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and the transferee and recorded in the office of the Register of Deeds.

Section 14. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Register of Deeds for Horry County, South Carolina.

Section 15. Plat. Reference to Exhibit A, "plat", "map" or other term synonymous therewith shall mean and include Exhibit A as recorded herewith and all subsequent revisions thereof as and when recorded in the Office of the Register of Deeds for Horry County, South Carolina.

Section 16. Changes in ownership of Lots. Within ten (10) days following any change in the name, address and phone number of a Lot Owner, the new Owner shall give the Board written notice of the changed information and such other information as the Board may reasonably require.

Section 17. Additional Association. Some areas within Bridgewater may be subject to additional covenants, restrictions and easements, which may be administered by another owners association or "Additional Association". Covenants, restrictions and easements of an Additional Association are in addition to and not in lieu of covenants, restrictions and easements of this Declaration. In such case, if there is a conflict between or among the Governing Documents and any such additional covenants, restrictions, and easements, or the governing documents or policies of

such other association, the Governing Documents shall control. However, nothing in this Section shall preclude any Supplemental Declaration or other covenants applicable to any portion of Bridgewater from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and in such case the more restrictive provisions shall control. The Association may, but shall not be required to, enforce any such additional covenants or restrictions affecting any portion of the Bridgewater community. The Association shall have the power to block any action taken or contemplated to be taken by any Additional Association which the Board reasonably determines to be adverse to the interests of the Association or its Members. An Additional Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Additional Association fails to comply, the Association shall have the right to effect such action on behalf of the Additional Association and levy Individual Assessments against the Lots subject to the Additional Association's jurisdiction to cover the cost incurred, as well as an administrative charge and sanctions. Assessments pursuant to the governing documents of an Additional Association shall in no way alter or affect an Owner's obligation to pay assessments under the Declaration and shall be in addition to and not in lieu of such assessments.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this March 29, 2018.

Signed, Sealed and Delivered
In the Presence of:

Catherine Scarborough
(First Witness)

Uchiel Hardin
(Second Witness or Notary)

BAYTREE SC LLC

By:

Its:

(Seal)

[Signature]

MANAGER

Virginia
STATE OF ~~SOUTH CAROLINA~~)
COUNTY OF ~~HORRY~~ Virginia)
Beach)

ACKNOWLEDGMENT

I, Tammie S Jakobsson, Notary Public for Virginia, do hereby
certify that Raymond Gottlieb, manager of BAYTREE SC LLC,
personally appeared before me this date and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this 29 day of March 2018.

Tammie S Jakobsson
Notary Public for South Carolina Virginia
My Commission Expires: 2/28/2021

TAMMIE S JAKOBSSON
NOTARY PUBLIC
REG. #7556642
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEB. 28, 2021

EXHIBIT "A"

Legal Description

ALL AND SINGULAR that certain pieces, parcels or lots of land, situate, lying and being in Horry County, South Carolina, being shown and described as Lots 1 through 56 on "Final Plat Sawgrass Village @ Bridgewater – Phase 1, Little River Township, Horry County, South Carolina" prepared for Baytree SC, LLC, by DDC Engineers, Inc., dated December 20, 2017, last revised February 14, 2018, and recorded March 15, 2018 in the Office of the Register of Deeds for Horry County in Plat Book 280 at page 39, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH those common areas shown as "Open Space # 1", "Open Space # 2", "Open Space # 3" and "Open Space # 4" on the above plat.

EXHIBIT “B”

Articles of Incorporation

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00**

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Bridgewater Villages Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
3575 Highway 17 Business

(Street Address)

Murrells Inlet, South Carolina 29576

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

Eldon D. Risher III

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. ☐ The nonprofit corporation is a public benefit corporation.
b. ☐ The nonprofit corporation is a religious corporation.
c. ☒ The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. ☒ This corporation will have members.
b. ☐ This corporation will not have members.

5. The principal office of the nonprofit corporation is
448 Viking Drive, Suite 220

(Street Address)

Virginia Beach, Virginia 23452

(City, State, Zip Code)

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a".**

a.

☐

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b.

☐

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (i) above.

☐

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

☒

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

☐

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

9. The name and address of each incorporator is as follows (**only one is required, but you may have more than one**).

Eldon D. Risher III

(Name)

3575 Highway 17 Business

(Business Address)

Murrells Inlet, South Carolina 29576

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

(Name – only if names in articles)

(Signature of Director)

Bridgewater Villages Homeowners Association, Inc.

Name of Corporation

11. Each incorporator listed in #9 must sign the articles

Eldon D. Risher III

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

EXHIBIT “C”

Bylaws

BY-LAWS
OF
BRIDGEWATER VILLAGES
HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office and Definitions

Section 1. Name. The name of the Association shall be Bridgewater Villages Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of South Carolina shall be located in the County of Horry. The Association may have such other offices, either within or without the State of South Carolina as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Bridgewater (as amended, renewed or extended from time to time, and hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Voting Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no more than ninety (90) days and no less than sixty (60) days before the close of the Association's fiscal year. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting shall be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members who represent at least five (5%) percent of the total membership of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Voting Members shall be delivered to each Voting Member entitled to vote at such meeting. Delivery shall be either personally, by mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by telephone facsimile or electronic mail with written confirmation of transmission. Notice shall be given, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary of the officers or persons calling the meeting.

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

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

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. The required quorum at the reconvened meeting shall be one-half of the required quorum at the preceding meeting.

Section 8. Voting. Voting shall be in accordance with the provisions of the Declaration, which such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may vote in person or by proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Voting Members representing one-third (1/3) of the total authorized vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough Voting Members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted at the original meeting and notwithstanding the withdrawal of enough Voting Members to leave less than a quorum. If any meeting of Members cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by proxy, may, without notice other than announcement to those physically present, adjourn the meeting until a quorum shall be present in person or by proxy. The quorum required in each reconvened meeting shall be one-half of the quorum required for the previous meeting. The act of a majority of the Members present at a Meeting at which a quorum was present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Articles of Incorporation of the Association, the Declaration, or these By-Laws.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Voting Members.

Article III
Board of Directors
Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors as defined in the Declaration. Each Director shall have one (1) vote. Except as provided in Section 2 of this Article, the Directors shall be Members. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- (i) Six months after the conveyance by Declarant of all Lots in Bridgewater including any undeveloped acreage in Bridgewater sold and conveyed by the Declarant to unrelated third parties; or
- (ii) Fifteen (15) years from date of recordation of this Declaration; or
- (iii) when, in its discretion, the Class "B" member so determines and executes and records an instrument forfeiting its Class "B" Membership.

Within thirty (30) days of one of the foregoing events, the Class "B" member shall call a meeting, as provided in Article II, Section 4, of these By-Laws for special meetings, to advise the membership of the termination, of the Class "B" member's control or, in the alternative, shall notify each member by U.S. Mail that the Class "B" Membership has terminated.

The Directors selected by the Class "B" member pursuant to this Section need not be Members as provided in Section 1 of this Article.

Section 3. Veto. This Section 3 may not be amended without the express, written consent of the Class "B" member, as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" member shall have a veto power over all actions of the Board and any committee, as is more fully provided in this Section. This veto power shall be exercisable only by the Class "B" member, its successors, and assigns who specifically take this power in a recorded instrument. The veto power shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with this Article III, Sections 10 and 11, of these By-Laws as to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee, or the Association. The Class "B" member and its representatives or agents shall make its concerns, thoughts, and suggestions known

to the members of the subject committee and/or the Board. The Class "B" member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or Board or the Association or any individual member of the Association if Board, Committee, or Association approval is necessary for said action. This veto may be exercised by the Class "B" member, its representatives, or agents at any time within fifteen (15) days following the meeting held pursuant to the terms and provisions hereof. Any veto shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association.

Section 4. Number of Directors. The number of Directors in the Association shall not be less than three (3) nor more than seven (7), as provided below. The initial Board shall consist of three (3) members. Except during the period of Class "B" control as provided in Section 2 of this Article, directors shall be elected from and shall represent the Voting Members.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 6. Election and Term of Office. At the first annual meeting of the membership after the termination of the Class "B" Control directors shall be elected by the Voting Members. Directors shall be elected to serve staggered terms as follows: One (1) director shall be elected to serve for a term of three (3) years; One (1) director shall be elected to serve for a term of two (2) years; and One (1) director shall be elected to serve for a one (1) year term. At the end of these initial terms, all directors shall be elected for two (2) year terms. If additional directors should be added, they will elected for two (2) year terms. Members of the Board of Directors shall hold office until their respective successors shall have been elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Except with respect to directors selected by the Class "B" Member, Directors may be removed, with or without cause, by a majority vote of the Voting Members. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected to fill the vacancy by the Voting Members responsible for such removal.

Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability, or resignation of a

director, a vacancy may be declared by the Board and it may appoint a successor. Any director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill.

Section 8. Voting Procedure for Directors. At any election of directors to the Board of Directors, each Voting Member may cast, in respect to each vacancy, as many votes as he or she is entitled to exercise under Article IV of the Declaration. The candidates receiving the largest number of votes shall be elected.

B. Meetings.

Section 9. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid, (c) by telephone communication, either directly to the director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given by use of the director's telephone number and shall be sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a

majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such a meeting may adjourn the meeting until such time and place as they may determine. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members holding a majority of the total vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 16. Open Meetings. Subject to the provisions of Section 17 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc. The Board may also hold "workshop" meetings or meetings limited to training purposes or for planning for a future meeting which may exclude persons other than directors, as long as no motions are made during any such meeting or workshop.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall have the powers set forth in Section 33-31-302 of the South Carolina Nonprofit Corporation Act and shall be responsible for the affairs of the Association and have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

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

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal quarterly installments, or as determined by the Board of Directors;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas or other areas for which the Association has maintenance responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

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

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area or other areas from which the Association has maintenance responsibility, in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

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

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting principles;

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Lot, and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 19. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of two (2) years.

Section 20. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

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

(b) accounting and controls shall conform to generally accepted accounting principles;

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

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

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

(f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least annually containing:

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

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

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

(iv) a delinquency report listing all Owners who are delinquent in paying the assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day following the end of the quarter unless otherwise determined by the Board of Directors) and

(g) an annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed, or unaudited basis, as determined by the Board, by an independent certified public accountant for any fiscal year in which the gross income of the Association exceeds Fifty Thousand and No/100 (\$50,000.00) Dollars. If said report is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 21. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair and restoration of the Common Areas without the approval of the membership; provided, however, the Board shall obtain Voting Member approval in the same manner provided in Article VI, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 22. Rights of the Association. With respect to the Common Areas, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall

have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

The Association, through its Board of Directors, shall also have the right to enter into a declaration of easement and covenant to share costs or similar arrangement whereby the Association assumes maintenance responsibility for property which it does not own, or grants easements to entities which are not Members, in consideration for payment by the owner of such property or such nonmembers of all or a portion of the costs associated with such maintenance or use.

Section 23. Enforcement. The Board shall have the power to suspend an Owner's right to vote for nonpayment of assessments delinquent for more than 90 days. The Board shall also have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, except the suspension of voting rights for nonpayment of assessments, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have

the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the representatives of the membership, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer, shall supervise the work of the other officers, shall preside at all meetings of Members, and if there is no Chairman of the Board, shall preside at all meeting of Directors, and shall perform such other duties and functions as may be assigned to him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board or these By-Laws. The Vice President shall perform those duties delegated to him by the President or the Board of Directors and he shall have the duties of the President in the absence of the President. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. If the Association has employed a professional manager the

Treasurer may delegate to the manager the primary responsibility for collecting assessments and disbursing funds as authorized by the Board. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings and record in a minute book all resolutions adopted and a record of all other transactions occurring at each meeting, shall have charge of the seal, if any, and corporate records of the Association, shall keep records of the members of the Association and the mortgagees of any portion of the Property, and shall perform such other duties as are assigned to him or her by the President and the Board. Any Assistant Secretary shall be capable of performing all of the duties of the Secretary.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors, or delegated by the Board of Directors to a professional management agent in accordance with Article III, Section 19 of these Bylaws.

ARTICLE V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and conduct all hearings held pursuant to Article III, Section 23 of these By-Laws.

ARTICLE VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rule of Order (current edition) shall govern the conduct of Association Proceedings when not in

conflict with South Carolina law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

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

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

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

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the Principal Office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Lot, Declarant may

unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it still owns property described in Exhibit "A" to the Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the Class A votes of the Association, and the consent of the Declarant during the period the Declarant is a Class B member, provided however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to these By-Laws shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the Association certifying that the requisite approval was obtained and shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within one year of its recordation, or such amendment shall be presumed to have been validly adopted. No amendment shall be effective until recorded in the public records of Horry County, South Carolina.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned Bridgewater Villages Homeowners Association, Inc. has caused this instrument to be executed this 2 day of April, 2018.

BRIDGEWATER VILLAGES HOMEOWNERS
ASSOCIATION, INC.

By:


Rick L. Ryan
Its: President