

STATE OF SOUTH CAROLINA
COUNTY OF YORK

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE
COVENANTS FOR MEADOW LAKES II

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR MEADOWS LAKES II (this "Amended and Restated Declaration") is made as of the 11th day of February, 2009, by MEADOW LAKES PARTNERS, a South Carolina general partnership (the "Declarant"), and is consented to by the "OWNERS" or "PURCHASERS" of Lots in MEADOW LAKES II under that certain instrument entitled "Restrictive Covenants," dated February 6, 1989, recorded March 16, 1989 in Deed Book 1084, Page 94, as amended, Office of the Clerk of Court, York County, South Carolina (herein the "Registry"), and MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC., a South Carolina mutual benefit non-profit corporation..

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RECITALS

Declarant, as "GRANTOR", executed and imposed upon certain property known as Lots 1-77, Meadow Lakes II Subdivision, as shown on plat recorded in Plat Book 99, Page 81 of the Registry, the "Restrictive Covenants" recorded in Deed Book 1084, Page 94 of the Registry.

Declarant later amended certain provisions of the "Restrictive Covenants" by instruments recorded in Deed Book 1091, Page 15, Record Book 2568, Page 76, Record Book 3470, Page 198, Record Book 4378, Page 106, Record Book 4650, Page 127, and Record Book 7725, Page 119 of the Registry (collectively herein the "Amendments").

Declarant also subjected additional property to the "Restrictive Covenants," as amended, by instruments recorded in Deed Book 1135, Page 175, Record Book 83, Page 104, Record Book 627, Page 270, Record Book 1210, Page 81, Record Book 1579, Page 53, Record Book 1770, Page 328, Record Book 2363, Page 111, Record Book 3308, Page 248, Record Book 3376, Page 243, Record Book 4378, Page 106, Record Book 4650, Page 127, and Record Book 6208, Page 156, and Record Book 7725, Page 117 of the Registry (collectively herein the "Supplemental Declarations"), so that the property that is now subject to the "Restrictive Covenants" recorded in Deed Book 1084, Page 94, of the Registry, as amended by the Amendments, consists of all the lots and common areas in Meadow Lakes II Subdivision, the compiled legal description of which is set forth on Exhibit "A" attached hereto. The "Restrictive Covenants" recorded in Deed Book 1084, Page 94, together with the Amendments, the Supplemental Declarations, and this Amended and Restated Declaration are collectively herein referred to as the "Declaration."

Section 25 of the "Restrictive Covenants" recorded in Deed Book 1084, Page 94, provides in pertinent part as follows:

These restrictions shall continue effective for a period of 20 years from the date hereof; and shall likewise continue effective in successive ten-year periods thereafter unless and until changed during the initial 20 year period or in any subsequent 10 year period by mutual consent in writing of the owners of lots in the restricted area comprising both (1) 51% of the total number of such owners and (2) the owners of 51% of the total number of such lots

Declarant, as well as 51% of the owners and the owners of 51% of the total number of Lots in the restricted area (the "Owners"), have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in **MEADOW LAKES II**, to affirm the creation of an Owners' Association, as provided for in the Declaration, which will have the power and authority to provide for the following: (a) the ownership, maintenance and upkeep of Common Area within **MEADOW LAKES II**, subject to the terms hereafter provided; (b) the administration and, where in the Board's judgment it is deemed appropriate, the enforcement of the covenants, conditions and restrictions contained in this Amended and Restated Declaration; and (c) the collection and disbursement of the Assessments as set forth in this Amended and Restated Declaration; and

The **MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") has been incorporated as a mutual benefit non-profit corporation under the laws of the State of South Carolina for the purpose of performing the functions and exercising the rights, obligations, duties and privileges as more particularly set forth in this Amended and Restated Declaration, and the Association accepts such rights, obligations, duties, and privileges.

Both Declarant and the Association (the latter affirming the requisite affirmative vote and written consent, at a duly called meeting on February 11, 2009, of both (1) 51% of the total number of such Owners and (2) the Owners of 51% of the total number of such Lots) hereby consent and agree in writing to the amendment of the Declaration by executing and causing to be recorded this Amendment and Restated Declaration;

NOW, THEREFORE, Declarant declares, and the Association, evidencing and affirming the requisite affirmative vote of the Owners, consents in behalf of the Owners, that (i) all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions of this Amended and Restated Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property, and which shall be binding on all parties having any right, title of interest in the described Property or any part thereof, their heirs, representatives, successors and assigns, and shall inure to the benefit of each Owner thereof, and (ii) to the extent that there is any conflict between the provisions of the Restrictive Covenants recorded in Deed Book 1084, Page 15, as amended by the Amendments, this Amended and Restated Declaration shall control.

ARTICLE I

DEFINITIONS

Section 1.1 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Meadow Lakes II Homeowners Association, Inc., including any amendments thereto.

Section 1.2 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Meadow Lakes II Homeowners Association, Inc.

Section 1.3 "Building" shall mean a structure which is constructed upon one or more Lots.

Section 1.4 "Building Site" shall mean the property comprising one or more Lots, on which a Building will be constructed

Section 1.5 "Bylaws" shall mean and refer to the Amended and Restated Bylaws of Meadow Lakes II Homeowners Association, Inc., as the same may be amended from time to time, the initial set of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 1.6 "Common Area" shall mean and refer to all real property presently owned or to be acquired by the Association within the Property for the common use and enjoyment of the Owners. Common Area shall be more particularly shown on the various plats of Meadow Lakes II recorded or to be recorded, from time to time, in the Registry, but shall exclude all public streets shown thereon.

Section 1.7 "Declarant" shall mean and refer to Meadow Lakes Partners, its successors and assigns, if such successors or assigns should acquire all of Declarant's interest in the Property.

Section 1.8 "Development" shall mean the residential development known as Meadow Lakes II, located in Rock Hill, York County, South Carolina.

Section 1.9 "Lot" shall mean and refer to any numbered lot or plot of land shown upon any recorded subdivision map of the Property, subject to the provisions contained herein in Section 8.4; and, provided, however, that no part of the Common Area shall be considered to be a Lot.

Section 1.10 "Member" shall mean and refer to an Owner who holds membership in the Association pursuant to Article IV of this Amended and Restated Declaration.

Section 1.11 "Mortgage" shall mean and refer to a mortgage or deed of trust which constitutes a first lien upon a Lot given to a bank, savings and loan association, credit union, financial institution or other institutional lender for the purpose of securing indebtedness incurred to purchase or improve a Lot.

Section 1.12 "Mortgagee" shall mean and refer to the holder of a beneficial interest in any Mortgage.

Section 1.13 "Notice and Opportunity for a Hearing" shall mean and refer to giving at least ten (10) days' prior written notice of a proposed action and the reasons there for, and an opportunity to be heard by the Board, either orally or in writing, not less than five (5) days before the effective date of the proposed action.

Section 1.14 "Person" shall mean and refer to an individual, corporation, partnership, limited liability company, trustee, or other legal entity capable of holding title to real property.

Section 1.15 "Property" shall mean and refer to that certain real property consisting of the Meadow Lakes II Subdivision, a legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and the Additional Property described in Section 2.2 below which may be added to Meadow Lakes II Subdivision at the discretion of the Declarant and the owners thereof by recording of a supplemental declaration on or before December 31, 2012.

Section 1.16 "Rules and Regulations" shall mean and refer to the reasonable and nondiscriminatory rules and regulations which may be adopted, from time to time, by the Association, provided that notice of such Rules and Regulations has been given to the Owners in accordance with the requirements of this Amended and Restated Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION AND ADDITIONAL PROPERTY

Section 2.1 Property Subject to Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration and within the jurisdiction of the Association is located in York County, South Carolina, and is described on Exhibit "A" attached to and incorporated herein by this reference.

Section 2.2 Additions to the Property. The "Restrictive Covenants" recorded in Deed Book 1084, Page 94 did not address the procedure for subjecting additional property to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration. Heretofore, the Declarant subjected additional property to the effect of the "Restrictive Covenants" recorded in Deed Book 1084, Page 94, as amended by the Amendments, by executing and recording the Supplemental Declarations. Declarant and the owners of the following described property (the "Additional Property") may without the consent of the other Owners subject the Additional Property" to the Declaration by recordation of a supplemental declaration if filed on or before December 31, 2012: (1) 3 acres, more or less, of undeveloped land on Quiet Acres Road; and (2) 5 to 6 acres, more or less, on Farrow Road, owned by one or more members of the White Family. By reserving this right to add one or both tracts of the Additional Property to the effect of the Declaration, Declarant does not represent that such addition will in fact occur, but if it does not occur by December 31, 2007, then the addition of all or a portion of the Additional Property after December 31, 2012, will require an amendment of the Declaration, as set forth in Article XII of this Amended and Restated Declaration. Except for the Additional Property, subjecting additional property, not described on Exhibit "A" hereto, to the Declaration will require an amendment of the Declaration, as set forth in Article XII of this Amended and Restated Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 3.1 Owners' Easements of Enjoyment. Each and every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area and of access to and from her (his) Lot over all publicly dedicated streets, and any private streets or alleys comprising a portion of the Common Area, which rights and easements shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

- 3.1.1 The right of the Association to charge reasonable admission, use, and other fees for the use of any recreational facility or amenity located within the Common Area;
- 3.1.2 The right of the Association to suspend the voting rights and right to use any recreational facilities or amenities by a Member: (a) during any period for which the Member is delinquent in the payment of Assessments, as defined in Article V hereof; and (b) after Notice and Opportunity for a Hearing, for a period not to exceed sixty (60) days for the violation of its published Rules and Regulations;

- 3.1.3 The right of the Association to grant utility easements for the installation, maintenance or use of public (or quasi-public) utilities, including without limitation, electricity, gas, water, sanitary sewer, telephone, television, storm drainage over, in, to and throughout the Common Area to any governmental agency or authority;
- 3.1.4 The right of the Association to adopt, publish and enforce Rules and Regulations governing the use and enjoyment of the Common Area, including without limitation, the right to impose reasonable limitations on the number of guests of Members;
- 3.1.5 The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage the Common Area and facilities, provided however, that the rights of such mortgagee therein shall be subordinate to the rights of the Members hereunder;
- 3.1.6 The right of the Association to enter any Lot in order to perform any maintenance, alteration, or repair required herein to be performed by the Association, and the Owner of such Lot shall permit the Association or its authorized agent or representative to enter for such purpose at reasonable times and with reasonable advance notice;
- 3.1.7 In the event of an emergency, the right of the Association or its authorized agent or representative to enter any Lot for the purpose of remedying or abating the cause of such emergency. The Association's right of entry for emergency situations shall be immediate and shall not constitute a trespass, even if undertaken without notice;
- 3.1.8 The rights of the Declarant reserved in Article X of this Amended and Restated Declaration; and
- 3.1.9 The right of the Association to grant easements for ingress, egress, use and enjoyment over, in, to and throughout the Common Area for the benefit of Declarant and any successor Declarant which may be in addition to and not in substitution for the rights reserved by Declarant in Article X of this Amended and Restated Declaration.

Section 3.2 Title to the Common Area. Declarant has already conveyed to the Association and the Association has accepted, all of the Common Area as follows: (1) Lot 163 (Club House) of Meadow Lakes III Subdivision, Section III, drawn by Williams Engineering, Inc., dated September 8, 1992, revised March 8, 1993, recorded in Plat Book 116, Page 107, and also that certain 40'-buffer strip along Meadow Lakes Road on Plat of Meadow Lakes III Subdivision, Section I, drawn by Williams Engineering, Inc., dated November 21, 1989, recorded in Plat Book 103, Page 176, by general warranty deed recorded December 30, 1994, in Record Book 1166, Page 142; (2) that certain tract of land being shown and designated as 7.35 acres (Lake Churchill and Community Area) on a Plat of Survey for Meadow Lakes Partners, dated January 11, 2001, recorded January 15, 2002, in Plat Book C-21, Page 8, by general warranty deed recorded December 30, 2005, in Record Book 7700, Page 70; and (3) that certain tract of land being shown and designated as 4.34 acres ("Area Adjoining Club House") on a Boundary Plat of

Survey for Meadow Lakes Partners drawn by Williams Engineering, dated February 28, 2006, recorded June 30, 2006, in Plat Book D-116, Page 5, by general warranty deed recorded June 30, 2006, in Record Book 8160, Page 296, of the Registry. In the event that the Common Area is ever mortgaged, conveyed or encumbered by the Association, (a) it shall be subject to each Owner's access easement to the Common Area and to such Owner's Lot, as more particularly set forth in Section 3.1; and (b) such mortgage, conveyance or encumbrance shall first be approved by vote or written consent of at least two-thirds (2/3) of the Owners (excluding Declarant).

Section 3.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area as may be adjacent thereto, and between adjacent Lots for the flow of rainwater from gutters, eaves, and downspouts; provided, however, that no such easement shall unreasonably interfere with the use and enjoyment of the Common Area or any adjacent Lot.

Section 3.4 No Subdivision of Lots; No Time-Sharing. Except as provided in Section 8.4 below, there shall be no further subdivision or partition of any Lot, nor shall any Owner or any other Person acquiring any interest in a Lot seek any partition or subdivision thereof. There shall be no time-sharing or other form of co-ownership which allows multiple Owners sequential possessory interests in a Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Owner of a Lot, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Owner's Lot.

Section 4.2 One Class of Membership. The Association shall have only one class of voting membership consisting of all Owners. Any Person, including Declarant, entitled to voting rights in the Association must be an Owner as defined in this Amended and Restated Declaration. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as the Owners among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any jointly owned Lot.

Section 4.3 No Additional Associations To Be Created By Declarant. The Declarant and the Association specifically state and acknowledge that (a) the provisions of paragraph 22 of the Restrictive Covenants recorded in Deed Book 1084, Page 94, of the Registry, raising the possibility that owners of property within the original Meadow Lakes Subdivision and Wedgewood Subdivision, are no longer applicable; (b) paragraph 23 of the Restrictive Covenants recorded in Deed Book 1084, Page 94, of the Registry, is no longer applicable and has been deleted in full; and (c) therefore the Declarant shall not have the right to form any separate associations or organizations for the enjoyment of any amenities or the Common Area within the Property, as referenced in those paragraphs 22 and 23, by anyone other than the Members. Notwithstanding anything to the contrary stated in the previous sentence, Lake Lot Owners, as defined in Section 9.3.2 below, shall have the right to form a separate association as set forth in Section 9.3.4.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each and every Owner of any Lot by acceptance of a deed therefor (including a builder by acceptance of a deed for a Building Site consisting of two or more Lots), whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay to the Association:

- 5.1.1 Annual maintenance assessments or charges levied by the Association ("Annual Assessments"); and
- 5.1.2 Special assessments or charges levied by the Association for capital improvements to the Common Area that were not included in the Association's annual budget ("Special Assessments").

Section 5.2 Assessments. For purposes of this Amended and Restated Declaration, Annual Assessments and Special Assessments shall be collectively referred to as "Assessments."

Section 5.3 Lien of Assessments. All Assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall be and become a lien upon the Lot against which each such Assessment is made until paid in full. Each such Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment was levied and the personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

Section 5.4 Purpose of Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the Owners within the Property, including without limitation, the improvement, repair, maintenance, and reconstruction of the Common Area, and any other property which might hereafter come under the control and jurisdiction of the Association, private water and/or sewer lines (and any meters or lift stations associated herewith), private alleys, driveways, walks, parking areas, and recreational facilities or amenities situated on the Common Area, and such portion of the publicly dedicated streets or roads within the Property that contain brick pavers or other materials which will not be maintained by the City of Rock Hill. The maintenance responsibilities to be paid for by the Annual Assessments shall also include, but shall not be limited to, the following: the cutting and removal of weeds and grass, the removal of trash and rubbish, the payment of taxes and public assessments assessed against the Common Area or other property owned or controlled by the Association; the maintenance of insurance in accordance with this Amended and Restated Declaration; the employment of attorneys to represent the Association; the employment of accountants, architects, engineers, consultants or other professionals to consult with or provide services to the Association; the provision of adequate reserves for the replacement of capital improvements, which shall include, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible, and such other needs as may arise, from time to time.

Section 5.5 Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and

those other portions of the Property which the Association may be obligated to maintain. Such reserve fund is to be established, insofar as is practicable, out of Annual Assessments; provided, however, in any assessment year in which the capital reserve fund is insufficient to pay the capital improvements which may be necessary in the reasonable opinion of the Board of Directors, the Board may recommend that a Special Assessment be levied against all Owners for that assessment year, pursuant to Section 5.7.

Section 5.6 Maximum Annual Assessment. During calendar year 2008, the maximum Annual Assessment shall be \$470.00 per Lot.

- 5.6.1 From and after January 1 of 2008, the maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year without a vote by the Members, in any amount that shall not exceed the greater of seven percent (7%) or the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for all cities over the preceding twelve (12) month period which ended on the previous October 1.
- 5.6.2 From and after January 1 of 2008, the maximum Annual Assessment may be increased above the increase permitted in subsection 5.6.1 above by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5.7 Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment applicable to that year only for the purpose of supplying adequate reserve funds for the replacement of capital improvements or for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and in connection with exterior maintenance of recreational facilities or amenities, including without limitation, fixtures and personal property related thereto; provided, however, that any such Special Assessment shall be approved by a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.8 Notice and Quorum for any Action Authorized Under Subsection 5.6.2 and Section 5.7. Written notice of any meeting or special meeting called for the purpose of taking any action authorized under subsection 5.6.2 or Section 5.7 shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the special meeting. The presence, in person or by proxy of Members entitled to cast at least thirty-three percent (33%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting or special meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.9 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 5.10 Date of Commencement of Annual Assessments. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every

Owner subject thereto no less than thirty (30) days prior to the due of each Annual Assessment. The due dates shall be established by the Board of Directors. The Association shall, upon written request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 5.11 Effect of Nonpayment of Assessments: Remedies of the Association. A late charge of Fifteen Dollars (\$15.00) shall be added to any Assessment not paid within fifteen (15) days after the due date, together with interest from the due date at ten percent (10%) per annum, or the highest rate permitted by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the Assessment or may foreclose the lien against the Lot, and in either event, interest, costs, and reasonable attorneys' fees of any such action shall be added to the Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of her (his) Lot.

Section 5.12 Subordination of Assessment Lien to Mortgages and Ad Valorem Taxes. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage and ad valorem taxes, and the Mortgagee is not responsible for collecting Assessments. The sale or transfer of any Lot shall not affect or extinguish the lien for Assessments; provided, however, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 5.13 Waiver of Assessments. The Board of the Association, in its sole and exclusive discretion, may provide that the Annual Assessment, or any Special Assessment, may be waived or forgiven for any Board member, officer of the Association, or any other Owner furnishing services to the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 Architectural Review Committee. The Architectural Review Committee shall be appointed by the Board of the Association and shall be composed of not less than three (3) members, one of whom must be an AIA Architect, who on the effective date of this Amended and Restated Declaration is Charles A. Gentry, AIA. In the event of death or resignation of any member of the Architectural Review Committee, the Board shall appoint his or her replacement. The members of the Architectural Review Committee may be compensated for their services as determined by the Board of the Association.

Section 6.2 Approval of Plans for Construction of Lots. No Building shall be constructed on a Lot and no Building's exterior may be altered or changed (including, without limitation, the color, painting or type of exterior finish or construction material), unless the plans, specifications and a plat showing the proposed location of the Building and other improvements have been submitted to, reviewed and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and proximity to street and side lot lines and other Buildings. Any failure on the part of an Owner to accomplish construction

with the plans and specifications submitted and approved shall constitute a violation of the Declaration. For the purpose of this Section 6.2, swimming pools shall be considered to be Buildings. Mailboxes shall be of a style as approved by Architectural Control Committee and no other mailboxes or newspaper receptacles shall be placed on the Lots.

Section 6.3 Approval Process. The Board of the Association shall have the authority to establish from time to time procedures for submission, review and approval of plans and specifications, the fees to be charged to Owners therefore, and the appeal process, if any. Unless otherwise stated to the contrary in Rules approved specifically by the Board of the Association, the decision of the Architectural Review Committee as to any submission under this Article VI shall be final, with no right of appeal to the Board of the Association.

ARTICLE VII

INSURANCE

Section 7.1 Insurance coverage on the Property shall be governed by the following provisions:

- 7.1.1 Coverage. All personal property of the Association included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage against the following:
 - 7.1.1.1 Loss or damage by fire and other hazards covered by a special extended coverage endorsement and a replacement cost endorsement;
 - 7.1.1.2 Such other risks as from time to time shall be customarily covered with respect to Buildings on the land;
 - 7.1.1.3 Flood insurance, depending on the location of improvements within the Property; and
 - 7.1.1.4 Such policies may, at the option of the Association, contain clauses which provide for mutual waiver of subrogation.
- 7.1.2 Liability. Public general liability insurance shall be maintained by the Association with limits of liability of no less than One Million Dollars (\$1,000,000) per occurrence. Officers and directors errors and omissions insurance coverage with appropriate limits of liability may also be obtained by the Association, in its discretion, as well as such other insurance coverage, from time to time, as it determines to be necessary or desirable. In no event shall absolute liability be imposed on the Owners of Lots for damage to the Common Area, Lots or Buildings within the Development.
- 7.1.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the budget on which

Annual Assessments are based, as described in Article V of this Amended and Restated Declaration.

7.1.4 Proceeds. All insurance policies purchased by the Association shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Amended and Restated Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid by the insurance carrier and to hold the same in trust for the purpose stated herein or stated in the Bylaws and for the benefit of the Owners and their Mortgagees in the following shares:

7.1.4.1 All expenses of the insurance trustee shall be first paid or provisions made therefor.

7.1.4.2 Proceeds on account of damage to Common Area and facilities held for the Association.

Section 7.2 Fidelity Insurance or Bond. At the option and discretion of the Board of the Association, all persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months Assessments for all Lots then in the Development, plus the amount of accumulated reserves.

ARTICLE VIII **USE RESTRICTIONS**

Section 8.1 Residential Use, Building Height. All Lots shall be used for single family residential purposes only, and no main Building shall be erected on any Building Site other than one detached, single family dwelling not to exceed three stories in height, excluding basement, and a garage for not more than three cars and a storage or servants' quarters.

Section 8.2 Dwelling Size. As to all Lots purchased from Declarant on or after February 21, 2001, the main Building structure, exclusive of open porches and garages, shall not be less than 3,000 square feet for all Lots, including Lots abutting the Lakes. As to all other Lots, including Lots that were under contract for purchase from the Declarant on February 21, 2001, the main Building structure, exclusive of open porches and garages, shall not be less than 2,500 square feet on Lots abutting the Lakes and 2,350 feet on Lots not abutting the Lakes. The square footage required hereunder may be waived and/or changed by the Declarant as to any Lots it owns.

Section 8.3 Setback Requirements. Except for the Lots that are specified in the next three sentences, no Building shall be erected on any Building Site nearer than 50 feet to any front street line, nearer than 25 feet to any back line, nor nearer than 15 feet to any side lot line except for Lots 243 and 244 for which the side lot line setback requirement is reduced to 10 feet. As to Lots 227, 228, 229, 230, 231, 232, 233, 234, 235 and 236 In Phase IV, Section IV, the front setback requirement is reduced from 50 feet to 25 feet. As to Lots 269, 270, 108, 109, 110, 111, 296, 119, 120, 121, 122, 123, 124, 125, 126, 127, 148, 149 and 150, the front setback requirements may be changed from 50 feet to 40 feet as shown on the plat thereof with the approval of the architect member of the Architectural Control Committee reviewing plans of

houses to be constructed on any of these Lots. The side lot line restriction shall be reduced to 5 feet as to a detached garage or other outbuilding located 100 feet or more from the front lot line; except that on corner lots no Building shall be permitted nearer than 40 feet to the side street line. Except for Lots specified in the following sentence, no Building or other improvements shall be permitted nearer than 50 feet from the Lakes without the approval of the Architectural Control Committee. As to Lots 248, 263, 264, 265, 266 and 267 abutting Lake Miller, no Building or other improvements shall be permitted nearer than 40 feet from Lake Miller, and as to Lot 268, no Building or other improvements shall be permitted nearer than 30 feet from Lake Miller, without the approval of the Architectural Control Committee. Said setback requirements or set in distances may be waived as to any Lot owned by the Declarant as long as it continues to own that Lot, and thereafter by the Association, or the Architectural Control Committee, as to all Lots.

Section 8.4 Combination of Lots: Prohibition Against Subdivision. Two (2) or more adjoining Lots may be sold to one purchaser to be used as a single Building Site. Upon the sale of adjoining Lots to one purchaser, and said purchaser's acknowledgement to the Association that they are to be used as one Building Site, the purchaser shall become the Owner of the combined Lots with all of the provisions of this Amended and Restated Declaration applying to that Owner and to the combined Lots as if they were a single Lot. A later subdivision of the combined Lots as a single Building site into Lots as originally platted shall be permitted only if such re-subdivision of the Lots is in compliance with the provisions of this Amended and Restated Declaration. Except as stated in the preceding sentence, there shall be no further subdivision or partition of any Lot by an Owner, except the Declarant which may alter or change a boundary line of a Lot owned by it.

Section 8.5 No Commercial Activity. No trade or business of any sort shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Building or other structure on any Lot shall be used for office or business purposes. Notwithstanding any provision herein to the contrary, a Lot Owner may conduct a home-based business activity within such Owner's residence if: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) no employees shall be permitted to work on the premises except for family members residing in the dwelling; (c) no company vehicles shall be permitted as an accessory to a home business; (d) the business activity does not involve door-to-door solicitation of residents in the neighborhood; (e) the business activity does not include the use of the Association's Common Area; and (f) the business activity is consistent with the residential character of the neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents. Although the foregoing would prohibit a Garage/Yard sale business as impermissible commercial activity, two (2) Garage/Yard sales per year/per residence shall be permitted, provided that any such Garage/Yard sale must be conducted in accordance with applicable City municipal codes and regulations.

Section 8.6 No Mobile Homes, Trailers, etc. No trailer, tent, shack, garage or other outbuilding erected on the Property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No mobile home or trailer of like type shall be placed on the Property temporarily or permanently. This restriction shall not prohibit the Declarant or a builder chosen by the Declarant from placing a construction trailer on one of Declarant's Lots for use in construction of homes and other improvements thereon.

Section 8.7 Reserved Utility Easements. An easement is reserved over the front, side and rear ten feet of each Lot for utility installation and maintenance; and the rights so reserved may be transferred or assigned by the Declarant for such use.

Section 8.8 Water and Sewage Disposal. Each Building erected on any Lot in the area affected hereby, which is intended for human habitation and use, shall be provided with running water and sewage disposal system meeting the requirements of the South Carolina Department of Health and Environmental Protection, or its successors.

Section 8.9 Animals. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants, but not for any commercial purpose.

Section 8.10 No Noxious Activity. Each property owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No lot shall be used in whole or in part for storage of rubbish or any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be noxious to the eye; nor, shall any substance, thing or material be kept upon any lot which will emit foul or obnoxious odors, that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage removal service units.

Section 8.11 Fences. No fence of any type shall be allowed to be placed on any portion of any Lot nearer the street upon which it fronts than the main portion of a Building, exclusive of a front porch or other projection; nor shall any fence be allowed to be place upon any corner lot nearer the side street than the front portion of the main Building situated upon the Lot immediately to the rear thereof. The definition of "fence" or "fences" under this Section 8.11 shall not include hedges or shrubs. The prohibition of fences in the front yard may be waived by Declarant or by the Architectural Control Committee. After the sale by Declarant of all Lots, the consent of the Declarant shall not be required, but consent of the Architectural Review Committee shall be required as long as that Committee is active.

Section 8.12 Signs.

- 8.12.1 **On Lots.** No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Declarant, except for the following permissible signage: (a) signage advertising a property for sale or lease, and signs used by a builder, sub-contractor, or renovator to advertise a property or service during the construction, renovation, and/or sales period, provided that such signs shall not be larger than those generally used by real estate brokers and that there shall be a limit of one "FOR SALE" sign per Lot and one sign per builder, contractor, or renovator per Lot; (b) signs indicating the existence of underground utilities, security services, or pet containment services, provided that such signs should be displayed close to the ground and shall not be larger than those generally used for such purposes;

(c) signs on windows or entrances denoting emergency or evacuation needs or priorities; (d) State and national flags may be displayed on a Lot when celebrating local, state, and national holidays consistent with applicable laws, but permanent, stand alone flag poles are not allowed; (d) political yard signs on a Lot for a reasonable period of time prior to any primary or general election, provided that any such signs must be removed not later than ten (10) days following any such primary or general election; and (e) "No Trespassing" and "Residents Only" signs may be placed at strategic locations to deter non-owners and non-residents from entering the Lakes and Common Areas. Declarant shall have the right to remove any impermissible sign, advertisement, billboard or structures which is placed on any Lot without Declarant's prior consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The Declarant may establish reasonable rules and regulations regarding the placement, manner of display, and time periods for display and placement of all permitted signs on Lots. After the sale by Declarant of all Lots, the rights of enforcement reserved by Declarant under this Section shall be transferred to the Association.

8.12.2 On Common Area. No signage is permitted on or within the Common Area without the consent in writing of the Association's Board of Directors.

Section 8.13 Boats and Boat Trailers. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the Building setback lines. The parking of automotive vehicles on road shoulders for a period longer than twelve hours is prohibited.

Section 8.14 Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view.

Section 8.15 Shrubbery. No shrub or bush which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets, property lines and a line connecting them at 25 feet from the intersection of the street lines, or in the case of a rounded corner, from intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8.16 Completion of Construction Within One Year. The exterior of all houses and other structures on the Lots must be completed within one (1) year after the construction of the same shall have been commenced, except where such completion is impossible or would result in great hardship to the Owner or his builder due to strikes, fires, national emergency or natural calamities.

Section 8.17 Rules and Regulations. The Board of the Association shall have the power to adopt, publish and enforce reasonable Rules and Regulations concerning the use and enjoyment of the Common Area.

ARTICLE IX

SPECIAL CONDITIONS FOR LAKES AND LAKE FRONT LOTS

Section 9.1 Inventory of Lakes. Declarant originally contemplated that there would be six (6) lakes constructed in Meadow Lakes II: Lake One (Lake Carroll), Lake Two (Lake Charlotte), Lake Three (Lake Miller), Lake Four (Lake Albert), Lake Five (Lake Dianne), and Lake Six (Lake Churchill). Lake Five (Lake Dianne) has been eliminated and will not be constructed, so that the inventory of Lakes in Meadow Lakes II at the present time consists of Lake Carroll, Lake Charlotte, Lake Miller, Lake Albert and Lake Churchill, all as shown on the relevant recorded plats of Meadows Lakes II.

Section 9.2 Conveyance of Declarant's Interests in the Lakes. Declarant has heretofore conveyed all of its interest in the Lakes by general warranty deeds recorded on December 30, 2005, as follows: (1) as to Lake Churchill and the Community Area showing as containing 7.35 acres on plat recorded in Plat Book C-21, Page 8, to the Association by deed recorded in Record Book 7700, Page 70; (2) as to Lake Carroll showing as containing 3.89 acres on plat recorded in Plat Book C-21, Page 7, an undivided 1/12th interest conveyed to each of the Owners for the twelve (12) Lots abutting that lake by deed recorded in Record Book 7700, Page 76; (3) as to Lake Albert showing as containing 6.63 acres on plat recorded in Plat Book C-21, Page 7, an undivided 1/17th interest to each of the Owners, other than Declarant, whose Lots abut that Lake, but reserving or retaining in Declarant an undivided 1/17th interest in that Lake for Lots 121, 122, 123, 124, 125, 126, 127, and 103 which at that time was still owned by Declarant; (4) as to Lake Charlotte showing as containing 7.65 acres on plat recorded in Plat Book C-21, Page 7, an undivided 1/18th interest to each of the Owners whose Lots abut that Lake; and (5) as to Lake Miller showing as containing 8.12 acres on plat recorded in Plat Book C-21, Page 8, an undivided 1/22nd interest to each of the Owners, other than Declarant, whose Lots abut that Lake, retaining or reserving in Declarant an undivided 1/22nd interest in that Lake for Lot 168 which was still owned by the Declarant at that time.

Section 9.3 Responsibilities of Lake Lot Owners.

- 9.3.1 Lake Churchill. Lake Churchill has been deeded in its entirety to the Association, and is part of the Association's Common Area. As such, the Association is solely responsible for the upkeep and maintenance of the Lake Churchill, as well as the dams which support Lake Churchill.
- 9.3.2 Upkeep and Maintenance as to all other Lakes. Each Owner of a Lot abutting a Lake other than Lake Churchill (a "Lake Lot Owner") shall be jointly and severally responsible for the upkeep and maintenance of the Lake upon which her (his) Lot abuts, as well as the dams which support such Lake.
- 9.3.3 Assessments for Maintenance of Lakes and Dams. Each Lake Lot Owner is subject to her (his) pro-rata share of assessments for the maintenance and repair, including the costs of appropriate liability insurance coverage, of the Lake upon which her (his) Lot abuts, and the dam supporting such Lake, and her (his) Lot shall be subject to a lien for such assessments to be established from time to time by agreement of the Lake Lot Owners of each particular Lake.

- 9.3.4 Separate Association of Lake Lot Owners. Upon the affirmative vote of one hundred percent (100%) of the Lake Lot Owners of the Lake upon which their Lots abut, a separate association of Lake Lot Owners (the "Lake Owners' Association") may be formed to manage, administer and establish assessments for the repair and maintenance of the Lake upon which their Lots abut, and the dams supporting them. No separate Lake Owners' Association shall become operative until its organization and incorporation under the laws of the State of South Carolina. In the event a separate Lake Lot Owners' Association is formed, each Lake Lot Owner of the Lake upon which their Lots abut, shall thereupon become automatically a member of such association and shall be subject to reasonable rules and regulations adopted by the Lake Owners' Association and her (his) Lot shall also be subject to a lien for assessments for the repair and maintenance of the said Lakes, and the dams supporting such Lake, including the costs of appropriate liability insurance coverage..
- 9.3.5 Transfer of Upkeep and Maintenance to the Association. If every Lake Lot Owner of a particular lake, without exception, acknowledges in writing the right of the Association to control access to the Lakes and the waters thereto, then the responsibility of all such Lake Lot Owners for the upkeep and maintenance of that Lake upon which their Lots abut will be transferred to and assumed by the Association.

Section 9.4 Restrictions on Use of the Lakes.

- 9.4.1 Risk of Use. Use of the Lakes shall be entirely at the risk of the Owners whose Lots abut the Lakes.
- 9.4.2 No Docks are Permitted. No Lot Lake Owner, including the Declarant, may construct a dock or a raft or any projection of any kind from her (his) Lot extending into the Lake. This prohibition shall also apply to Owners whose Lots about Lake Churchill.
- 9.4.3 Other Rules and Regulations. The use of Lakes, except for Lake Churchill, shall be subject at all times to the such other reasonable rules and regulations as may be established by the Declarant, which rules and regulations may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit use of boats, motor boats, and other kinds of crafts and also provide for reasonable rules and regulations regarding swimming. Upon the formation of a Lake Owners' Association, the right to establish such other rules and regulations shall be automatically transferred to and be vested exclusively with such Lake Owners' Association. Lake Churchill shall be exclusively under the jurisdiction and control of the Association, including the right to establish such other rules and regulations for the use of Lake Churchill.
- 9.4.4 Withdrawal of Water. No Owner may withdraw water from the Lakes without the written permission of the Declarant.

Section 9.5 Disclaimers by Declarant and Association.

- 9.5.1 No Liability. Neither the Declarant nor the Association shall be held responsible for any damage caused to Lots and Owners by reason of a flooding of such Lot for causes beyond the control of the Declarant and the Association. Similarly, neither the Declarant nor the Association shall be held responsible for damage by reasons of breaks in the dam of the Lakes causing the waters therein to subside.
- 9.5.2 No Guarantee of Lake Water Level. Neither the Declarant nor the Association guarantees the maintenance of any particular water levels at any time or any season in any of the Lakes.
- 9.5.3 No Guarantee of Lake Water Purity. Neither the Declarant nor the Association guarantees the purity or cleanliness of the water in any of the Lakes.

Section 9.6 Right of Association to Withdraw Water. The Association, as assignee of Declarant, may withdrawal water from any of the Lakes for the purpose of irrigated any of the Common Area.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1 Scope of Declarant's Rights. In addition to the easement provisions contained herein above in Section 8.7, Declarant, by and through its employees, representatives and agents, hereby reserves the right to place and maintain on Lots owned by the Declarant all model homes, sales offices, advertising signs and banners and lighting in connection therewith and other promotional facilities on any such Lots owned by the Declarant and in such forms as shall be determined by Declarant in its sole discretion. Declarant, also reserves for itself, its employees, representatives agents, and prospective purchasers, the right of access, ingress, egress and regress in and through the over all publicly dedicated streets, and any portion of Common Area, together with the right to use the visitor parking areas within the Common Area. Declarant's reserved rights shall exist at any time Declarant is engaged in the construction, sale, or leasing of Lots on any portion of the Property or on any land adjacent to the Property. Notwithstanding any provision herein to the contrary, the rights and easements created under this Amended and Restated Declaration are subject to the right of Declarant to execute all documents and do all other acts and things affecting the premises, which in the Declarant's opinion, are required to implement any right of Declarant set forth in this Amended and Restated Declaration (including the making of any dedications or conveyances to public use) provided any such document or act is not inconsistent with the then existing property rights of any Owner.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Enforcement. Declarant as long as it owns a Lot or any other parcel within the Property, the Association, and/or any Owner, shall have the right to enforce, by proceeding at law or in entity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. The failure of Declarant, the Association or any Owner to enforce any covenant or restriction herein contained

in this Amended and Restated Declaration shall not be deemed a waiver of the right to do so thereafter.

Section 11.2 Severability. In the event that any provision of this Amended and Restated Declaration is found to be invalid, illegal or unenforceable by judgment, decree, or court order, such invalid, illegal or unenforceable provision shall be deemed to be severable from this Amended and Restated Declaration, and the balance of this Amended and Restated Declaration shall be construed as though such provision had never been contained herein.

Section 11.3 Term. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for an unlimited number of successive ten (10) year periods.

Section 11.4 Amendments.

11.4.1 Any amendments of this Amended and Restated Declaration shall require the vote or written consent of two thirds (2/3) of Members of the Association. No change in this Amended and Restated Declaration affecting a Lot then owned by Declarant, or its successors or assigns, shall be effective without the consent of Declarant.

11.4.2 Any instrument amending this Amended and Restated Declaration must contain a certification by the Secretary of the Association that the amendment has been correctly adopted in accordance with the provisions of this Amended and Restated Declaration and shall be recorded in the Office of the Clerk of Court, York County, South Carolina. Any such amendment shall be effective upon the date of recordation.

Section 11.5 Management and Contract Rights of Association. The Association may, at its option, enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Property. Any such contract entered into by the Association shall contain a provision allowing the Association to terminate such contract, without cause and without penalty, upon ninety (90) days prior written notice to the manager or management company by the Association, as the case may be.

Section 11.6 Notices. Any notice required or desired to be given under the provisions of this Amended and Restated Declaration shall be in writing and shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, and shall be addressed as follows: (i) if to an Owner: to the address of her (his) Lot, or to the last known address for such Owner; (ii) if to Declarant, to Meadow Lakes Partners, P.O. Box 23589, Columbia, South Carolina 29224; and (iii) if to the Association, to Meadow Lakes II Homeowners Association, Inc., 1826 Farrow Drive, Rock Hill, South Carolina 29732, all as shown on the books and records of the Association at the time such notice is given. Any party to whom notice shall be given under this Section 11.6 may designate a different address for notices by giving written notice of such change of address as provided herein.

Section 11.7 Exculpation. It is expressly understood and agreed that nothing contained in this Amended and Restated Declaration shall be interpreted or construed as creating any liability

whatsoever, directly or indirectly, against Declarant and the Association, or any of its respective directors, officers, members, managers, employees, agents, attorneys, heirs, executors, legal representatives, successors or assigns (collectively, the "Declarant Related Parties") for monetary relief or damages. In particular, and without limiting the generality of the foregoing, if any proceeding shall be brought to enforce the provisions of this Amended and Restated Declaration, the party instituting such proceeding shall not be entitled to take any action to procure any money judgment against any of the Declarant Related Parties.

Section 11.8 Headings. The headings used in this Amended and Restated Declaration are solely for convenience and reference only, and the words contained therein shall not be held to expand, modify, or aid in the interpretation, construction, or meaning of this Amended and Restated Declaration.

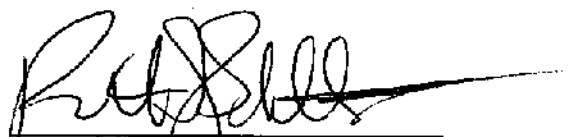
Section 11.9 Equal Opportunity Housing. This Development provides equal opportunity housing. Each Lot sold shall be sold without regard to the race, creed, color, national origin, ancestry, religion, marital status, age or sex of the purchaser.


Section 11.6 Governing Law. This Amended and Restated Declaration shall be governed by the laws of the State of South Carolina, without regard to its conflicts of law rules.

Section 11.7 Certification by Secretary of the Association. The Secretary of the Association, by her (his) attestation of the execution by the President of the Association hereinbelow of this Amended and Restated Declaration, hereby certifies that this Amended and Restated Declaration has been correctly adopted in accordance with the provisions of the "Restrictive Covenants" recorded in Deed Book 1084, Page 94 of the Registry and the Bylaws of the Association in effect as of the date of such adoption at a duly called meeting of the Members of the Association on February 11, 2009, where both (1) 51% of the total number of Owners and (2) the Owners of 51% of the total number of the Lots gave their written consent hereto and 75% of the Owners present (where there was a required quorum of the Owners) voted in favor of the Amended and Restated Bylaws of the Association attached hereto as Exhibit "B".


IN WITNESS WHEREOF, the Declarant, the Association, and the undersigned Owners have caused this instrument to be executed as of the day and year first above written.

WITNESSES:





MEADOW LAKES PARTNERS
a South Carolina general partnership

By: 

Albert D. Oliphant III
As Attorney-in-Fact (see Power of Attorney
recorded in Record Book 627, Page 264)

WITNESSES:

MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC., a South Carolina mutual benefit non-profit corporation

[Signature]

By: [Signature]
Name: Bennett J. Schiller III
Its: President

Attested: [Signature]
Name: Tracy Ayer
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

The within Amended and Restated Declaration of Restrictive Covenants of Meadow Lakes II was acknowledged this 16 day of December, 2009, by Albert D. Oliphant III, as attorney-in-fact (see Power of Attorney recorded in Record Book 627, Page 264), for Meadow Lakes Partners, a South Carolina Partnership, in behalf of the Partnership.

[Signature] [L.S.]
Notary Public for South Carolina
My Commission Expires: 12-31-18

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

The within Amended and Restated Declaration of Restrictive Covenants of Meadow Lakes II was acknowledged this 16 day of December, 2009, by Bennett J. Schiller III, President of Meadow Lakes II Homeowners Association, Inc., a South Carolina mutual benefit non-profit corporation, on behalf of the corporation.

[Signature] [L.S.]
Notary Public for South Carolina
My Commission Expires: 12-31-18

Exhibit "A"
Legal Description of the Property

ALL those certain piece, parcels or tracts of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, being shown and described on recorded plats as follows: (1) Plat of Lots 1-33 and 36-77, Meadow Lakes II Subdivision, dated November 21, 1988, prepared by Williams Engineering, Inc., recorded in Plat Book 99, Page 181, including the Common Area on Lake Carroll shown thereon; (2) Plat of Lots Meadow Lakes III Subdivision, Section One, dated November 21, 1989, prepared by Williams Engineering, Inc., recorded in Plat Book 103, Page 176, showing Lots 78-103 and the Common Area on the Lake; (3) Plat of Lots 163-175, 182-185, 188-193, 199 & 205, Meadow Lakes III Subdivision, Section Three, dated September 8, 1992, prepared by Williams Engineering, Inc., recorded in Plat Book 114, Page 154, including the Club House tract designated at Lot 163 containing 5.27 acres shown thereon; (4) Plat of Lots 144-147, Meadow Lakes III Subdivision, Section Two, dated March 8, 1990, prepared by Williams Engineering, Inc., recorded in Plat Book 105, Page 87, including the triangular Common Area to the west of Lot 144 shown there on; (5) Plat of Lots 134-143, Meadow Lakes II Subdivision, dated May 7, 1990, recorded in Plat Book 105, Page 88; (6) Plat of Lots 206 to 209, Meadow Lakes Subdivision, Phase III, Section IV, dated December 8, 1994, prepared by Williams Engineering, Inc., recorded in Plat Book 127, Page 162; (7) Plat of Lots 114 to 116 Meadow Lakes III, Section IV, dated December 8, 1994, prepared by Williams Engineering, Inc., recorded in Plat Book 129, Page 42; (8) Final Plat of Meadow Lakes II, Phase IV, Consisting of Lots 262,271 through 290 and 298 through 299, Meadow Lakes II Subdivision, Phase IV, Section I, dated April 1, 1996, prepared by Williams Engineering, Inc., record in Plat Book A-125, Page 5, including the Community Area of 1.98 acres shown thereon; (9) Plat of Meadow Lakes Subdivision, Phase III, Section IV, Consisting of Lots 213, 214, 215 and 216, Meadow Lakes Subdivision, Phase III, Section IV, dated January 7, 1997, prepared by Williams Engineering, Inc., recorded in Plat Book A-198, Page 10; (10) Plat of Meadow Lakes II Subdivision, Phase IV, Section II, Consisting of Lots 128-133, 153-159, 161-162, 198, 200-203, 291-292, dated June 15, 1998, prepared by Williams Engineering, Inc., recorded in Plat Book A-399, Page 8; (11) Final Plat of Meadow Lakes Subdivision, Consisting of Lots 112 and 113, dated September 18, 200, prepared by Williams Engineering, Inc., recorded in Plat Book B-278, Page 8; (12) Plat of Meadow Lake II, Phase III, Section IV, Consisting of Lots 117 and 118, dated December 14, 200, prepared by James T. Poore Land Surveying, Inc., rccorded in Plat Book B-296, Page 4; (13) Plat of Meadow Lakes II Subdivision, Phase IV, Section IIIA, Consisting of Lots 210-212, 217-220, dated February 22, 2002, prepared by Williams Engineering, Inc., recorded in Plat Book C-64 , Page 9, including the sign easement on Lot 220 dedicated to the Association shown thereon; (14) Plat of Meadow Lakes II Subdivision, Phase IV, Section IIIB, Consisting of Lots 221-226, 238-261, 263-268, dated July 29, 2002, prepared by Williams engineering, Inc., recorded in Plat Book C-101, Page 9; (15) Final Plat of Meadow Lakes II Subdivision, Phase IV, Section II, Consisting of Lots 151, 160, 194, 195, 196, 204, 293, 294, 295 & 299, dated March 8, 2004, prepared by Williams Engineering, Inc., recorded in Plat Book C-273, Page 5; (16) Final Plat of Meadow Lakes II Subdivision, Phase IV, Section IV, consisting of Lots 227, 228, 229, 230, 231, 232, 233, 234, 235 and 236, dated December 14, 2005, prepared by Williams Engineering, Inc., recorded in Plat Book D-63, Page 9; and (17) Final Plat of Meadow Lakes II Subdivision, Phase IV, Section IV, being 22.5 total acres, and being Lots 269, 270, 229, 108, 109, 11, 111, 296, 119, 120, 121, 122, 123, 124, 125, 126, 127, 148, 149 and 150, dated December 14, 2005, prepared by Williams Engineering, Inc., recorded in Plat Book D-63, Page 10, of the Registry.

Exhibit "B"

**AMENDED AND RESTATED BYLAWS
OF
MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be located in York County, South Carolina or another county in South Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

Section 3. Purpose. The purposes for which the Association is organized are as follows: to provide certain services to Owners of Lots in Meadow Lakes II Subdivision located in York County, South Carolina; to own, manage and maintain the Common Area, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Meadow Lakes II, as herein defined; to administer and, where in the Board's judgment it is deemed appropriate, enforce all Rules and Regulations established by the Association, along with the covenants, conditions and restrictions provided for in the Declaration of Covenants, Conditions and Restrictions for Meadow Lakes II, as the same may be supplemented and amended, from time to time; and for any other purposes allowed by law.

ARTICLE II

DEFINITIONS

All capitalized terms used in these Bylaws, or any amendment hereto (unless the Context shall otherwise require or unless otherwise specified) shall have the meanings set forth in that certain "Restrictive Covenants" recorded in Deed Book 1084, Page 94, as amended by instruments recorded in Deed Book 1091, Page 15, Record Book 2568, Page 76, Record Book 3470, Page 198, Record Book 4378, Page 106, Record Book 4650, Page 127, and Record Book 7725, Page 119 (collectively herein the "Amendments"), as extended to additional Property by instruments recorded in Deed Book 1135, Page 175, Record Book 83, Page 104, Record Book 627, Page 270, Record Book 1210, Page 81, Record Book 1579, Page 53, Record Book 1770, Page 328, Record Book 2363, Page 111, Record Book 3308, Page 248, Record Book 3376, Page 243, Record Book 4378, Page 106, Record Book 4650, Page 127, and Record Book 6208, Page 156, and Record Book 7725, Page 117 (collectively herein the "Supplemental Declarations"), and as restated and amended by that certain Amended and Restated Declaration of Restrictive Covenants for Meadow Lakes II dated as of February 11, 2009, recorded in Record Book _____, Page _____, Office of the Clerk of Court for York County, South Carolina (herein collectively with the "Restrictive Covenants recorded in Deed Book 1084, Page 94, the Amendments and the

Supplemental Declarations, the "Declaration"), as the same may be supplemented and amended, from time to time, except as expressly stated in Section 2 of Article II of these Bylaws.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. For purposes of these Bylaws, the Members of the Association shall be all the Owners of all Lots within Meadow Lakes II. The annual meeting of the Members shall be held during the month of October, or on such other date as determined by a vote of the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by (a) the President of the Association, (b) the Board of Directors, or (c) upon written request of the Members who are entitled to vote at least five percent (5%) of all of the votes appurtenant to the Lots.

Section 3. Place of Meetings. All meetings of the Members shall be held at a location within York County, South Carolina, as determined by the Board of Directors of the Association and specified in the notice of meeting.

Section 4. Record Date, Membership Lists and Notice of Meetings. The Secretary shall fix the record date for determining the Members entitled to notice of each meeting, which record date may not be more than seventy (70) days prior to the date of the meeting. After fixing the record date for notice of a meeting, the Secretary shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by class. The list shall show the address and the number of votes each Member is entitled to vote at the meeting. The Secretary shall also prepare a list of Members, if any, who are entitled to vote at the meeting, but who are not entitled to notice of the meeting. The membership lists prepared by the Secretary shall be available for inspection at the Association's principal office by any Member for the purpose of communicating with other Members concerning the meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days before the date of such meeting to each Member entitled to vote. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Classes of Membership and Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Lots within Meadow Lakes II. There shall be only one (1) class of Lots, and therefore, only one (1) class of Owners, including Declarant, and thus only one class of Members with respect to voting rights.

Section 6. Quorum. The presence, in person or by proxy, at a meeting of Members entitled to cast at least thirty-three percent (33%) of the votes shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, a quorum is not present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is

present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable by the Member and shall automatically cease upon conveyance by the Member of his Lot.

Section 8. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present, shall be regarded as the act of the Members.

Section 9. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members and such waiver shall be deemed equivalent to the giving of such notice. The waiver must be in writing, signed by the Member entitled to notice, and delivered to the Association for inclusion in the minutes of such meeting. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice of the time and place thereof, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 10. Informal Action by Members. Any action which may be taken at a meeting of the 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 persons who would be entitled to vote upon such action at a meeting and such consent is filed with the Secretary of the Association to be kept in the Association's minute books.

Section 11. Resignation of a Member. A Member may resign from the Association at any time. The resignation of a Member does not relieve the Member from (a) the obligation to pay Assessments levied on the Member's Lot, or (b) any other obligations incurred or commitments made to the Association prior to the Member's resignation.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the Association shall be managed by a Board of Directors comprised of seven (7) voting Directors. The voting Directors shall be required to be Members of the Association. At the discretion of the voting Directors, the Board of Directors may be enlarged to include other non-voting Directors, such as the person or persons serving in the capacity as Club House Manager, Pool Manager and Lakes Manager of the Association, if and as such positions are created by the voting Directors.

Section 2. Nomination. Nominations for election to the voting Board of Directors shall be made by a Nominating Committee, but nominations may also continue to be made from the floor by any Member at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the

Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the 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 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 not less than the number of vacancies that are to be filled.

Section 3. Appointment/Election of Directors. The voting Board of Directors shall be elected at the annual meeting of the Members by written ballot, except as provided in Section 6 of Article IV of these Bylaws. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The seven (7) people receiving the largest number of votes shall be elected to the voting Board of Directors. Cumulative voting is not permitted.

Section 4. Term of Office. At the first Annual Meeting of the Members after the adoption of these Bylaws, the Members shall elect three (3) voting Directors for a term of three (3) years (who shall be the three persons receiving the first, second and third largest numbers of votes), and three (3) voting Directors for a term of two (2) years (who shall be the three persons receiving the fourth, fifth and sixth largest numbers of votes), and one (1) voting Director for a term of one (1) year (who shall be the person receiving the seventh largest number of votes). Voting Directors shall be elected at each succeeding annual meeting by the Members to succeed Directors whose term then expires, for a term of three (3) years each. Nothing herein contained shall be construed to limit the election of a Director for successive terms. Each Director shall hold office for the term for which he is appointed or elected, as the case may be, or until his death, resignation, retirement, removal, disqualification, or until his successor is duly appointed or elected, as the case may be, and qualified.

Section 5. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the remaining Directors.

Section 6. Compensation. A Director shall be entitled to a waiver or forgiveness of all or any portion of the Annual Assessments or any Special Assessment, as compensation from the Association for his or her services as acting as a Director. A Director may be compensated for his or her services as Treasurer of the Association, as determined by the Board, and any Director may be reimbursed for his or her actual expenses incurred in the performance of duties as a member of the Board of Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than bi-monthly, on such days and at such place and hour as may be fixed, from time to time, by resolution of the Board. If the meeting falls upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Informal Action by Directors. Action taken by a majority of the Directors without a meeting shall constitute Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the Directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, if the Director (a) acted in good faith; (b) with the care an ordinarily prudent person in like position would exercise under similar circumstances; and (c) in a manner which the Director reasonably believes to be in the best interests of the Association. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The business and affairs of the Association are managed by its Board of Directors. The Board of Directors has the powers and duties necessary to administer the affairs of the Association and to manage the operation and maintenance of its Common Area. In general, the Board of Directors has the responsibility to oversee the administration of the Association and, subject to the provisions of the Declaration, these Bylaws and the South Carolina Nonprofit Corporation Act of 1994, as amended, to do all of those things necessary and reasonable to carry out the governing and operation of the Association. Such powers and duties of the Board of Directors include, but are not limited to, the following:

1. adopt and publish Rules and Regulations to govern the use of the Common Area, and the conduct of the Members and their respective families, guests, invitees, licensees, tenants, agents and contractors while using the Common Area,

2. suspend a Member's voting rights and right to use of the Common Area during any period in which such Member is in default in the payment of any Assessment levied by the Association. The Board shall give the Member not less than ten (10) days' prior written notice of the suspension and the reasons therefor and an opportunity for a hearing not less than five (5) days before the effective date of the suspension. The written notice shall be given in accordance with Section 11.6 of the Declaration to the last address of the Member as shown on the Association's records;

3. exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, and the Declaration;

4. remove a Director from office in the event such Director is absent from three (3) consecutive regular meetings of the Board of Directors;

5. engage or retain independent contractors, or hire such other employees as the Board of Directors deems necessary or desirable, and prescribe their duties;

6. employ attorneys, accountants, architects and other professionals to represent the Association as the Board of Directors deems necessary or desirable;

7. grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area, without the consent or vote of the Members, when such easements are required for the convenient use and enjoyment of the Common Area;

8. appoint and remove, with or without cause, all officers, agents, representatives and employees of the Association, prescribe their duties, fix their compensation, including but not by way of exclusion of any other compensation or remuneration, forgive or waive Assessments against any Member of the Association, including any person not acting as a Director, who may be furnishing services to the Association such as acting as a pool or clubhouse manager, and require of them such security or fidelity bond as it may deem expedient;

9. hold regular meetings as more particularly set forth in the Article V of these Bylaws;

10. enforce the provisions of the Declaration, (and any further amendments or Supplemental Declarations), these Bylaws, and any Rules or Regulations made hereunder or thereunder, and to enjoin and/or, at its discretion, seek damages or other appropriate relief for violation thereof pursuant to the provisions of the Declaration; provided, however, that no Member, Owner, or the Declarant may compel the Board to seek enforcement of an alleged violation with a provision of the Declaration, (and any further amendments or Supplemental Declarations), these Bylaws, and any Rules or Regulations made hereunder or thereunder, if, in the Board's judgment, there has been no violation as alleged;

11. enter into a management contract to engage the services of any person, firm, corporation or other entity to act as managing agent for the Association;

12. fix the amount of the Assessments and administer the collection thereof, as more particularly set forth in the Article V of the Declaration;

13. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to vote at least one-third (1/3) of the votes appurtenant to the Lot;

14. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

15. obtain and maintain insurance coverage for the Association, and its Directors and Officers, as required by the Declaration or otherwise deemed advisable from time to time by the Board of Directors;

16. prepare an operating budget and a capital budget for the Association in a manner sufficient determine the amount of the Assessments needed and sufficient to meet the operating expenses, capital needs and reserves of the Association;

17. cause all officers or employees who have fiscal responsibilities to be bonded, if and as the Board may deem appropriate and economically feasible/practical;

18. establish bank accounts for the separate deposit of funds of the Association;

19. incur such costs and expenses as may be necessary to maintain and to keep in good order, condition and to repair and replace, if in the Board's judgment repair/replacement is necessary and economically feasible, the Common Area (and any improvements located thereon), subject to the funds available to the Association in light of the limitations of the Assessments; and

20. do anything necessary or desirable, including, but not limited to, establish and publish any Rules or Regulations which the Board deems necessary to carry out the purposes of the Association as set forth in or contemplated by these Bylaws, the Articles of Incorporation, the Declaration and/or any Supplemental Declaration or as permitted by law.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may elect, from time to time. The officers shall be required to be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the Board of Directors.

Section 3. Term. Each officer of the Association shall be elected annually by the Board. Each officer shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is duly elected and qualified.

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

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7. Multiple Offices. The same person may simultaneously hold more than one of any of the offices.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as an officer, except for the Treasurer who shall be reimbursed for her or his services as the Board in its discretion may determine. However, any officer may be reimbursed for actual expenses incurred in performing the duties of an officer.

Section 9. Duties. The duties of the officers are as follows:

a. President. The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes. The President shall also preside at all meetings of the Association.

b. Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring the corporate seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Association together with their addresses, shall give notice of all meetings as required by these Bylaws, and shall perform such other duties as required by the Board.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and shall deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as it deems appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection and copying by any Member upon five (5) business days' prior written notice. An audit by a certified public accountant of the books and records of the Association shall be conducted not less than every other fiscal year. The Declaration, the Articles of Incorporation, the Bylaws, and any other records of the Association required by law shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased or made at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all Assessments levied against such Member's Lot. Any Assessments which are not paid in full when due shall be delinquent. If an Assessment is not paid within fifteen (15) days after the due date, as set forth in the Declaration, a late charge of Fifteen Dollars (\$15.00) shall be added to the delinquent Assessment, and the Assessment shall bear interest from such due date at the rate of ten percent (10%) per annum, or the highest rate permitted by law, whichever is less. If such Assessment is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Member personally obligated to pay the same and/or foreclose the lien against the Lot. Interest, late charges, collection costs, court costs and reasonable attorneys' fees related to any such action shall be added to the amount of such Assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the Assessments by not using the Common Area or by abandoning his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words, MEADOW LAKES II HOMEOWNERS ASSOCIATION, INC. -2000- S.C.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended (a) at a regular or special meeting of the Members, by a vote of at two thirds (2/3) of all votes present at a duly held meeting of the Members, at which a quorum is present in person or by proxy; or (b) by an agreement signed by Members holding at least two thirds (2/3) of the votes appurtenant to the Lots which are subject to the Declaration.

Section 2. It is the intention of the Association that these Bylaws shall be consistent with the Articles of Incorporation and the Declaration; provided, however, (a) in the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and (b) subject to Declarant's rights under the Declaration, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

ASSOCIATION'S FISCAL YEAR

The fiscal year of the Association shall be the calendar year and shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

ARTICLE XIV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any current or former Director or officer or any Director or officer who, while a Director or officer of the Association, is or was serving at the request of the Association, as a director, officer, partner, trustee, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against expenses (including reasonable attorneys' fees) or liabilities actually and reasonably incurred in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding in which he is or was made a party or is threatened to be made a party by reason of being or having been a Director or officer, provided that (i) he conducted himself in good faith; and (ii) reasonably believed, in the case of conduct in his official capacity with the Association, that his conduct was in its best interests, and in all other cases, that his conduct was at least not opposed to its best interests; and (iii) in the case of a criminal proceeding, had no reasonable cause to believe that his conduct was unlawful.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased

to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any current or former Director, officer, employee or agent of the Association, or who, while a Director or officer of the Association is or was serving, at the request of the Association, as a director, officer, partner, trustee, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any current or former Director or officer of the Association, or any Director or officer who, while a Director or officer of the Association is or was serving, at the request of the Association, as a director, officer, partner, trustee, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association, or (ii) from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any Director or officer if such indemnification is for any reason contrary to any applicable State or Federal law.

Approved by the Membership of the Association at a duly called meeting on February 11, 2009 (the required quorum under the original Bylaws having been exceeded), by a vote of more than 75% of the Members present, either in person or by valid signed proxy.