

the Original Declaration and replace the Original Declaration in its entirety as set forth herein.

NOW, THEREFORE, the Original Declaration is hereby amended and restated in its entirety and, upon the recordation of this Amended and Restated Declaration in the RMC Office for Charleston County, South Carolina, the Original Declaration shall have no further force and effect. Further, all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

Section 1. “Association” shall mean and refer to Fireside Homeowners Association, Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, together with improvements thereon, and such additional thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot is described as follows:

All that certain piece, parcel and lot of land situate, lying and being within the FIRESIDE TOWNHOUSE DEVELOPMENT designated as “Restriction Area” in the aforementioned plat, and containing a grass area, swimming pool, deck, pump house and lake. Also, those private roads, also shown on the aforementioned plat and designated thereon as Sandida Court,

Nibbs Lane and Nummie Court.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association, by and thru its Board of Directors, to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) the right of the Association, by and thru its Board of Directors, to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations, or the within Amended and Restated Declaration;

(c) the right of the Association, by and thru its Board of Directors, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the Owners has been recorded; and

(d) the right of the Association, by and thru its Board of Directors, to adopt from time to time additional rules and regulations governing the use of the Common Area and recreational facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and recreational facilities to the members of his family, his

tenants, or contract purchasers who reside on the property subject, however, to the provisions set forth in Section 1. above.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have only one (1) class of voting membership known as Class A:

Class A. Class A members shall be all Owners . Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, whichever the case may be, together with interest as determined by the Board of Directors of the Association, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest as determined by the Board of Directors of the

Association, costs, reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, recreational facilities, and of the townhouses situated upon the Properties.

Section 3. Annual Assessment. The Board of Directors of the Association 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand, 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. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and of the townhouses situated upon the Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be

sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, file a Notice of Lien against the property and foreclose the Lien, or take such other action as the Association, by and thru its Board of Directors, shall determine. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. In the event the Association takes any action to collect the assessment, the Association shall be entitled to collect reasonable attorney fees and costs from the delinquent Owner.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence or wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

Except as hereinafter set forth, each Owner shall be solely responsible for the care, maintenance and upkeep of their respective townhouse. In the event any owner shall fail to comply with the terms hereof, the Association shall provide at least fifteen (15) days written notice to the Owner setting forth with reasonable particularity what maintenance, cleaning, repairs and/or replacement is required, and further, setting forth when such work is to be completed by the Owner. In the event such Owner fails to comply with such written demand within the time afforded, the Association may provide (but shall not have the obligation to provide) any such maintenance, cleaning, repair and/or replacement at the sole cost and expense of the Owner and said cost and expense shall be added to and become a part of the annual assessment and be collectible in accordance with the provisions set forth in Article IV, Section 7. above.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair,

replacement and care of roofs, gutters, downspouts, exterior walls, trees, shrubs, grass and walks. Such exterior maintenance shall not include glass surfaces, windows or the balcony of each townhouse, the responsibility of which shall be solely with the Owner of such townhouse.

In the event that the need for maintenance or repair by the Association of a Lot, or the improvements thereon, is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such maintenance or repair shall be added to and become part of the annual assessment to which such Lot is subject and be collectible in accordance with the provisions set forth in Section 7 above.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who

by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

PROVISIONS RELATING TO THE RESIDENTIAL UNITS

Section 1. Those portions of the Property shown and described on the Plat as Lots are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

Section 2. There shall be no change in any exterior color of any Residence on a Lot from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or with the approval of the Association.

Section 3. From and after the completion of the construction of each Residence on a Lot and the delivery thereof to its initial Owner, no trade or business shall be carried on within any Residence and no signs shall be placed on or within any Lot (other than designations, in such styles and materials as the Association shall by regulation approve, or street addresses and names of the Owners) except that Owners desiring to offer Lots for sale or rent have the right to place upon the Lot concerning such "for rent" or "for sale" signs as the Association may approve.

Section 4. No domestic or other animals of any kind shall be kept or maintained within any Lot, except for such birds, dogs, cats, ornamental fish and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the keeping or maintenance of any or all of such pets or animals.

Section 5. Laundry, bedding and the like shall not be hung out to dry at a location in which it is visible from the exterior of any Residence or from any public street. No habitable vehicles, bicycles, boats, house trailers, mobile homes, school buses, trucks (other than pickups) or other commercial vehicles shall be kept, stored or parked overnight on any street or on any Lot, except boats of twenty (20) feet or less, which said boats and trailers shall be stored in areas designated for such purpose.

Section 6. Exterior television antennae and other electronic equipment shall be permitted only to the extent permitted by regulations adopted by the Association, by and thru its Board of Directors, from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof.

Section 7. Each Lot is hereby declared to be subject to an easement and right to, in favor of the Association and each and all of its employees, agents and instrumentalities, to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Lot or Residence as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus and equipment serving said Residence and/or Residences on other Lots or the Common. Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair and servicing of utility services to the various Residences, and the repair or reconstruction thereof in the

event of damage or destruction. An easement on each Residence on a Lot is hereby reserved by the Association for itself and its Successors and Assigns along, over, under and upon a strip of land fifteen to forty (15' - 40') feet in width, parallel and contiguous with a rear or back lot line of each Lot, in addition to such other easements as may appear on the said Plat hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each of the individual Lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Association reserves the right to modify or extinguish the easement(s) herein reserved along any lot lines when in its sole discretion adequate reserved easements are otherwise available for installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the written consent of the Association.

Section 8. The Owner of each Lot shall from time to time grant such additional easements and rights over, across, on, under and upon his Lot as may be reasonably necessary in connection with the supply of any of the utilities to any part of the Property.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Additionally, the Association, by and thru

its Board of Directors, shall have the right to impose a monetary fine on a per diem basis against any Owner who violates any of the terms or provisions of this Declaration, which said fine shall be added to and become a part of the annual assessment and be collectible in accordance with the provisions set forth in Article IV, Section 7. above. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association retains legal counsel for purposes of enforcing any of the terms or provisions of this Amended and Restated Declaration against any Owner, the Association shall be entitled to collect reasonable attorney fees and costs from such Owner.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 4. Insurance. Each Owner of a townhouse at Fireside Townhouses shall maintain, at his sole cost and expense, insurance coverage on his townhouse in an amount not less than the actual cost to replace such townhouse, for any damage caused by storm, fire, flood, earthquake or other natural catastrophe, as well as insurance coverage on all contents located within such townhouse, it being expressly understood and agreed that the Association does not maintain any such coverage. Any insurance proceeds payable to the Owner for damage to his Townhouse shall be utilized to restore the Townhouse to the same or similar condition as existed prior to such storm, fire, flood, earthquake or other natural disaster.

Section 5. Rules and Regulations. The Association, by and thru its Board of Directors, shall have the power and authority to promulgate rules and regulations relating to the use and enjoyment of the Properties subject to this Declaration, including the Common Area and recreational facilities, by any Owner, tenant or guest and to provide for appropriate sanctions as determined by the Board in the event of any violation of such rules and regulations. All such rules and regulations shall be conspicuously posted at the recreational facilities of the Association.

The following rules and regulations have been adopted by the Association's Board of Directors and are a material part of the within Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Fireside Townhouses, to-wit:

Vehicles and Parking:

1. Each unit is allowed up to two (2) vehicles. Any additional vehicles need to park in the cul-de-sac at the end of each street.
2. No parking on the grass at any time. Vehicles parked on the grass are subject to towing.
3. No habitable vehicles, bicycles, boats, house trailers, mobile homes, school buses, trucks (other than pick ups) or other commercial vehicles shall be kept, stored, parked overnight either on any street or any lot.
4. All vehicles on the premises shall be licensed and insured. Disabled or vehicles not used will be given notice to repair and/or be removed within forty - eight (48) hours.
5. No repairs to vehicles are to be made on the premises. Vehicles that leak fluids that stain concrete are to be repaired or moved. Owners are responsible for cleaning parking pads or will be charged if the Homeowners Association cleans the area.
6. **Vehicles should not protrude into the street or block neighboring driveways. Do not use your neighbor's driveway without their permission.**

Pets:

1. All pets are to be current with vaccinations.
2. Pets are to be kept on a leash when outside.
3. Pets are to be walked along Ruff Road. Should your pet have an accident, pick up after your pet.
4. No pets are allowed on the bridges around the pool area.
5. Please control your barking dogs.

Trash and other refuse collections:

1. Trash pick up is on Thursday.
2. Trash cans are to be stored behind your unit, and should be placed by the street no sooner than Wednesday evening. Cans should be immediately removed from the street after Thursday's pickup.
3. Bulk trash pick up for furniture, appliances, etc. is Thursday. DO NOT put these items in the cul-de-sac or out prior to twenty-four (24) hours of pickup. If you have questions, call 745-1028.
4. Do not allow trash to accumulate in the backyard.

Exterior Building and Common Ground:

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1. Front balcony areas are to be swept and kept free of straw, limbs, and other items that encourage mildew. The balcony is not a storage area. Do not hang clothing, towels, blankets, etc. on the balcony or balcony rails.
 2. The rear patio is the appropriate place to store garbage containers, patio furniture, grills, etc.
 3. Please keep hot grills away from vinyl siding.
 4. No items are to be kept in the front yard. This includes trash cans, children's toys, bikes, patio furniture, grills, signs or lawn ornaments.
 5. Exterior television antennas, satellite dishes, etc. need prior approval by the ARB before installing.
 6. Window air conditioner units are not allowed.
 7. No signs are allowed in the front yard.

Architectural Control:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding topography by the Board of Directors of the Association.

1. A written request must be submitted to the Board PRIOR to any changes or alternations being made. **This includes the installation of storm doors, house numbers, exterior painting, exterior lighting and landscaping.**
2. Gates need to be kept unlocked at all times to allow the landscaper access to all yards for mowing. Sidewalks need to be kept clear of any obstacles that may hinder the landscaper. The landscaper is not responsible for cleaning up yards or moving items.
3. Windows treatments-blinds should be white, beige or off white in color. Draperies must be lined in white, off white or beige if no blinds are used. It is not acceptable to hang blankets, sheets or other make shift items in place of window treatments.
4. Perimeter fences shall not be altered or climbed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned _____, as President, and _____, as Secretary, of Fireside Homeowners Association, Inc., respectively, do hereby certify that not less than seventy-five (75%) percent of the Lot Owners in Fireside Townhouses have signed an instrument approving the foregoing Amended and Restated Declaration by voting in favor of the said Amendment.

FIRESIDE HOMEOWNERS ASSOCIATION, INC.

_____ BY: _____

Its: President

_____ BY: _____

Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named FIRESIDE HOMEOWNERS ASSOCIATION, INC., by and through _____, its President, and _____, its Secretary, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2006.

Notary Public for South Carolina

My Commission Expires: _____