

Newington Plantation



INFORMATION BOOKLET 2023

*Newington Plantation Estates Association
Post Office Box 654
Summerville, SC 29484-0654
www.npeasc.com*

Newington Plantation Information Booklet 2023

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WELCOME to Newington Plantation Estates

If you are a new to the neighborhood, on behalf of the 546 homeowners in Newington Plantation Estates, welcome to the neighborhood!

The subdivision is nestled between Bacon's Bridge Road and the Sawmill Branch Canal (which is an offshoot of Chandler Bridge Creek and the Ashley River). Newington Plantation Estates was planned for families, with dozens of cul-de-sacs spurring off from King Charles Circle, which winds around the entire subdivision. It also has an amenity center with a pool, a youth swim club, a Town children's park with a picnic shelter, a walking/biking trail, and award-winning public schools that are in or near the neighborhood.

The area has a significant colonial history going back to the 1600's and many of the streets in Newington are named after acquaintances and descendants of the historic plantation's original landowners, Daniel and Rebecca Axtell.

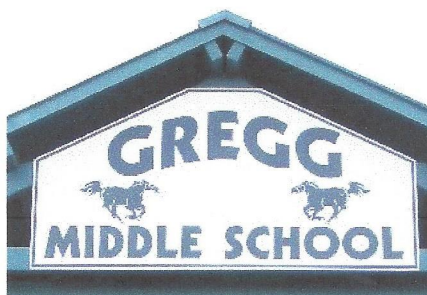
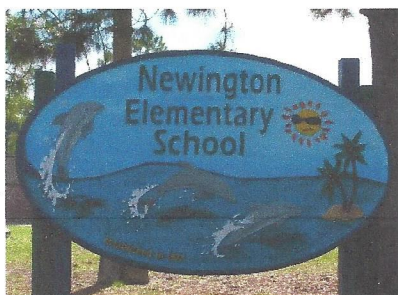
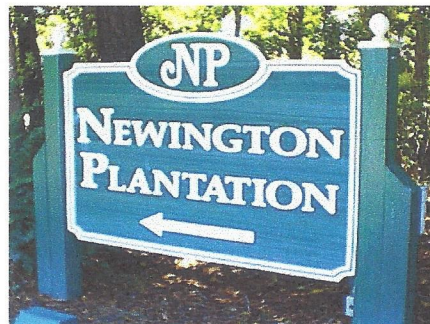
The Newington Plantation Estates Association (NPEA) CONSTITUTION AND BYLAWS and RESTRICTIVE COVENANTS are the main legal documents that govern your HOA and your subdivision, and they contain a wealth of information. Please take time to read them.



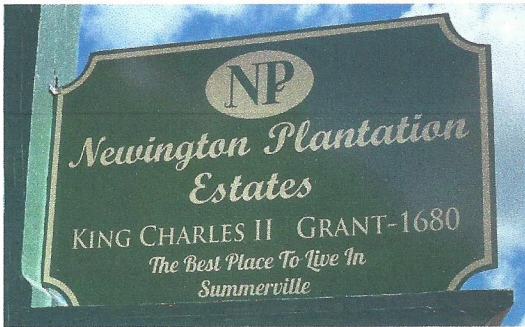
Participation is the key to any successful homeowner's association, and we hope you will take an active part in your community and in your Association by attending meetings, and by volunteering to serve as a committee member or a board director. Paying your association dues entitles you to vote at association meetings, and the money helps support community endeavors intended to improve your neighborhood. With

your help and your support, your association can continue to seek ways to maintain Newington Plantation's reputation as the best place to live and raise a family in Summerville.

Also included in this booklet are some additional articles of interest from Newington's past. Hopefully, the information in this booklet answers many of the questions you have about your neighborhood. Feel free to call any Association board member if you have any additional questions.



DEVELOPMENT of Newington Plantation



The creation of the Newington Plantation Estates subdivision has a long history. It started back in 1969, when Jack Pratt and Tommy Salisbury began developing homes in the subdivision's first phase. The original plan envisioned a very upscale neighborhood comprised of custom homes, large 3/4 acre lots, and a street network designed with several large traffic circles, each surrounding an acre of green space. Homes in the first phase were built throughout the early 1970s.

In December 1976, a development partnership headed up by John Murphree bought the remaining Newington property from Pratt and Salisbury. This new developer had a huge impact on the eventual layout and composition of Newington. John Murphree originally grew up on a farm near Lake Keowee in the Upstate and he moved to Moncks Corner to work for the Soil Conservation Service in 1962. Later, he took a job with the Army Corps of Engineers, before finally getting into real estate development. His development projects included: the Okatee subdivision near Goose Creek, which he started in 1974; the upscale Newington neighborhood in Summerville that he began two years later; Tramway in Berkeley County in 1979; and the Summit neighborhood off Parsons Road in Summerville which was started in 1989.

John Murphree kicked off Newington's second phase of development by selling lots on Smythe Drive in 1977. Except for the traffic circle around the colonial mansion site (at Plantation Circle), all other traffic circles were eliminated. Because septic permits had become increasingly difficult to obtain, he installed sewer lines in Newington, which allowed him to reduce the size of his lots. He offered 1/3-acre home sites and he provided streets with curbs and sidewalks. Years later, when the third and final Newington phase began, contractors focused on building large two-story homes with two-car garages.

Gene Richter was one of Newington Plantation's most prolific builders, and he constructed over a hundred homes. Raymond Hughes and Ed Altman also built many high-quality Newington homes, and there were occasions when dozens of different home builders were working at the same time.

Newington had no community amenities until 1986, when a neighborhood swimming pool was built. The developer paid for half the cost to construct the pool, and homeowners covered the other half.

In 1989, construction started in Newington Gardens. On these 47 lots, smaller homes were built on 1/4 acre lots.

In 2004, John Murphree marked the completion of the Newington Plantation subdivision with the legal transfer of all his obligations and responsibilities to the Newington Plantation Estates Association. In 2005, a new set of neighborhood restrictive covenants and new homeowner association by-laws were approved by Newington property owners. This effort produced a better organization to deal with its added responsibilities, and it improved the rules designed to protect the property values of Newington homes.



Today, Newington Plantation is a 546-home community with a diverse mix of well-built homes. As evidenced by recorded home sales, Newington Plantation continues to be one of the most desired areas in Summerville, and Newington residents are rightly proud of their beautiful community.

The Post and Courier

REAL ESTATE

SECTION G

INSIDE: *The Nation's Housing 2.G, Real News 10.G*

Saturday, May 17, 2003



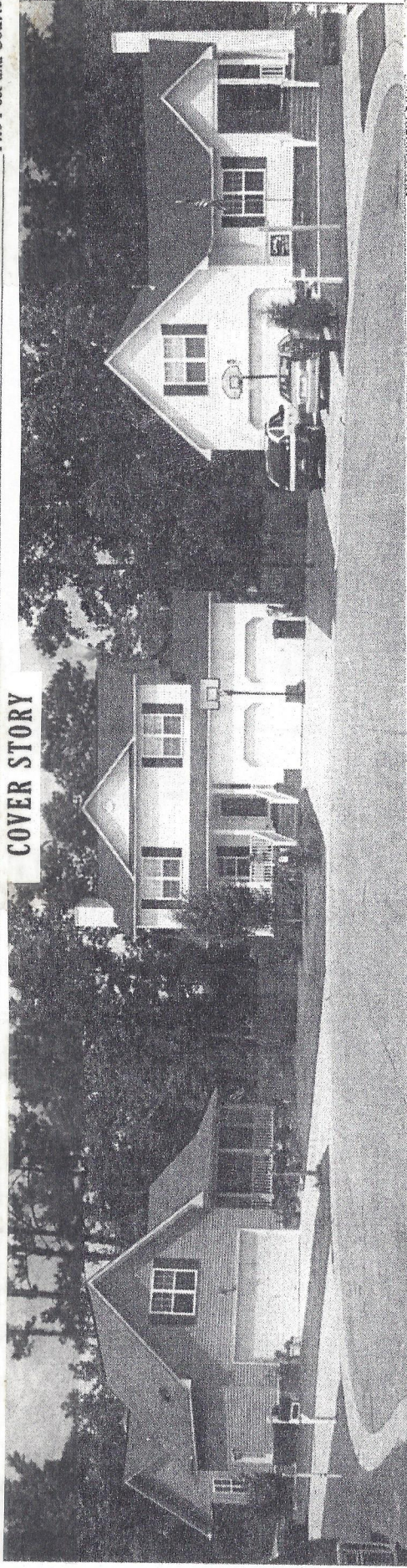
JIM PARKER/STAFF

A tree-lined row of manicured yards and homes with prominent roof lines is a common sight on King Charles Circle, which wraps around the Newington Plantation Estates.

Newington

Summerville neighborhood's family atmosphere energizes a community of older homes - and 'new' ones, too. Page 4G

COVER STORY



Cul-de-sacs are common in Newington Plantation Estates and adjacent Newington Gardens.

Newington's friendly reputation attracts families

BY JIM PARKER

Of The Post and Courier Staff

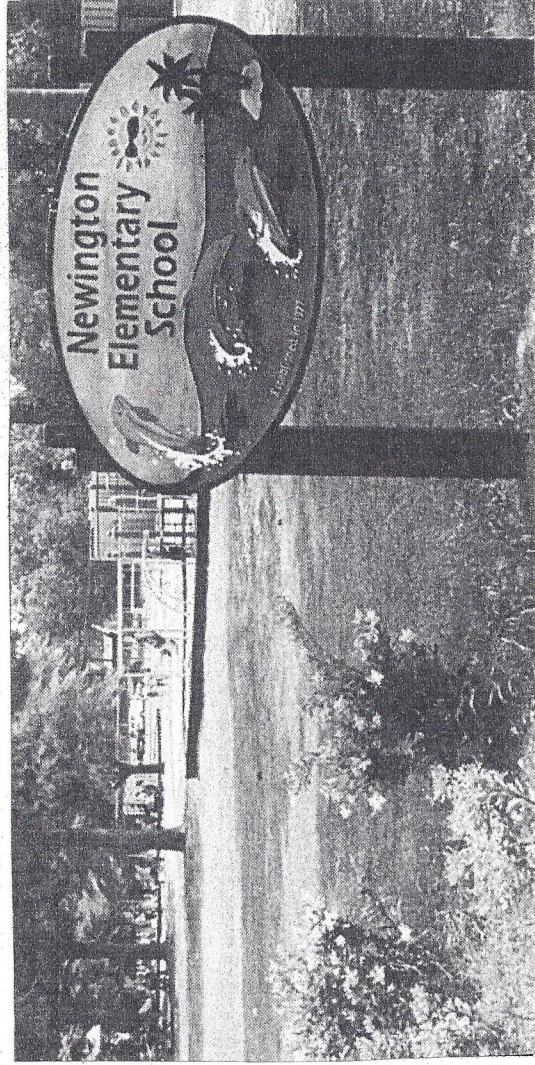
The Ramirezes are selling their Newington home, but it has nothing to do with their feelings for the 30-year-old subdivision in Summerville.

"It's probably the nicest neighborhood we've ever lived in," said Terri Ramirez, whose husband is taking a new position with a company in California.

When they moved in a year ago, "I got a present from literally everybody on the street."

Granted, the family of four lives on a court with just a handful of neighbors. But the 345-home community is made for families. Dozens of cul-de-sacs spur from King Charles Circle, which winds through the neighborhood. There's an amenity center with a pool and youth swim club and side-by-side elementary schools — Newington and Flowertown.

"We found the subdivision through the school district (Dorchester County 2)," she said. Then living in Florida, the



JIM PARKER/STAFF

Newington Elementary School is one of two primary schools in the subdivision. Flowertown is the other.

Ramirezes surfed through homes online. The house they bought stood out because of the wide porches and the range of foliage; there are 28 trees in the back yard and a towering pine in front.

In a similar vein, the Hurseys

moved to Newington seven years ago because of the child-friendly atmosphere. "There's a lot of families," said Elizabeth Hursey, who one recent Friday watched her son

Alex, 6, play in the front yard with his neighbor friend, Mikey Tatar,

5. "It's close to the school," she said.

Named after an old estate, Newington is nestled between Bacon's Bridge Road and Sawmill Branch, an offshoot of Chandler Bridge Creek and the Ashley River. The

original section, which dates to the 1970s, is Newington Plantation Estates. More recently, developers added a smaller connecting piece, Newington Gardens.

Despite its maturity, Newington is a diverse neighborhood with a hardy mix of decades-old homes and brand-new dwellings (such as a row of homes under construction at King Charles and Luden Road), of heavy woods and open spaces, of large lots with a few smaller ones.

"Everybody likes the maturity of the trees and the lot sizes (¼ to ½ acre)," said Coby Chubb, a Realtor with Prudential Carolina Real Estate in Summerville.

The subdivision has a small roundabout in the middle of the property, which has several streets that lead spoke-like to King Charles. It has distinctive street signs, wooden poles painted green and yellow.

The Ramirez family — Terri, husband Julian and daughters Andrea, 12, and Jessica, 7 — like how

See NEWINGTON, Page 6G

COVER STORY

NEIGHBORHOOD

Newington

TOTAL HOMES

545

PRICE RANGE

\$140,000 to \$250,000

HOME SIZES

1,500 to 3,000 square feet

LOT SIZES

1/4 to 1/2 of an acre

TYPICAL FEATURES

- ▶ Three to four bedrooms
- ▶ Roomy front porches and screened porches
- ▶ Bay windows
- ▶ Large yards with mature trees

PROPERTY TAXES

\$2,379 on a \$200,000 owner-occupied home

AREA ATTRACTIONS

- ▶ Downton Summerville

- ▶ Old Dorchester State Park

- ▶ Summerville Speedway
- ▶ Miller Country Club
- ▶ Plantations and gardens off S.C. Highway 61
- ▶ Numerous grocery stores and restaurants nearby

DISTANCE TO DOWNTOWN

CHARLESTON
About 25 miles

SCHOOLS

NEWINGTON ELEMENTARY

Grades K-5; 871-3230; enrollment, 896; certified staff, 70; PACT results, 32.0 percent of fifth-graders scored proficient or advanced on the English/language arts portion; 34.6 percent scored proficient or advanced on the math portion.

GREGG MIDDLE

Grades 6-8; 871-3150; enrollment, 1,047; certified staff, 79; PACT results, 26.3 percent of eighth-graders scored proficient or advanced on the English/

language arts portion; 23.6 percent scored proficient or advanced on the math portion.

SUMMERVILLE HIGH

Grades 9-12; 873-6460; enrollment: 3,116; certified staff, 180; SAT results, 507 verbal, 500 math. The 1,007 combined score is higher than the state average (981) and lower than the national average (1,020).

HOUSING TRENDS IN

SUMMERVILLE AREA

(Area includes Dorchester County north of Bacon's Bridge Road and south of Four Hole Swamp)

- ▶ Number of sales in the first quarter of 2003: 135 (up from 116 in the first quarter of 2002).
- ▶ Average sales price in the first quarter of 2003: \$157,200 (down from \$157,400 in first quarter of 2002).
- ▶ Median sales price in the first quarter of 2003: \$139,000 (down from \$142,000 in the first quarter of 2002).

Subdivision has large back yards

NEWINGTON from Page 4G

close the neighborhood is to downtown Summerville and shopping areas. "It's five minutes to everywhere (in Summerville) from here," Terri Ramirez said.

The two-story wood-and-brick house has features that are typical of many homes constructed in Newington in the 1980s, Chubb said.

Notably, there are long porches front and back, a two-car garage and a deep back yard. Inside, dou-

ble staircases lead to three upstairs bedrooms and a furnished room over the garage. The laundry room has a half-bath and a door to the garage. A sunken living room connects to the kitchen and dining room.

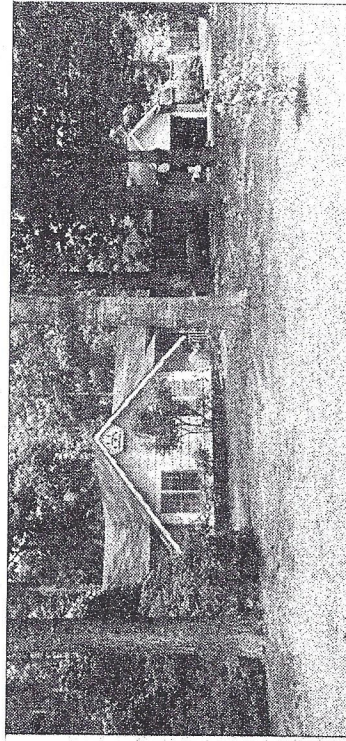
"The hardwood floors are very attractive," she said.

As with many places in the Charleston area, the Newington property has a regal history. Newington Plantation, which is on the National Register of Historic Places, dates to the 1680s. Land-

grave Daniel Axtell or his widow, Lady Rebecca Axtell, is credited with building the original plantation house.

Lady Axtell lived in the home until 1711, when she gave it to Lady Elizabeth Blake, widow of Gov. Joseph Blake. The plantation burned in the Yemassee War of 1715. When Lady Blake died in 1726, the land passed along to her son, Col. Joseph Blake, one of the richest people in the Lowcountry. He built a mansion that reportedly had 100 windows on the front.

The Blake family lived on the property until 1837. The mansion burned eight years later.



JIM PARKER/STAFF

A few of the homes in Newington date back decades, giving the neighborhood architectural examples from the 1970s through present.



JIM PARKER/STAFF

Miley Tatar, 5, (left) and Alex Hursey, 6, play in the front yard of the Hursey home in Newington as parents Thomas (left) and Elizabeth Hursey and David Tatar look on. Newington is known as a family neighborhood.

To reach Newington from downtown Charleston, take Interstate 26 to Ashley Phosphate Road and travel west on Ashley Phosphate to Dorchester Road.

Turn right onto Dorchester, then make another right onto Bacon's Bridge Road. Turn left on Lee

Street off Bacon's Bridge. Follow Lee until it dead ends into King Charles.

Jim Parker covers real estate and automotive news. Contact him at 937.5542 or jparker@postandcourier.com.

A Look Back at the Old Plantation

In the center of Plantation Circle is a one-acre park maintained by the Town of Summerville. Years ago, on this site, a colonial mansion overlooked a large estate that cultivated rice and indigo.

In 1678, a royal grant of 3,000 acres from King Charles II to a London merchant named Daniel Axtell marked the start of Newington Plantation. The royal land grant was named after the Axtell family estate in England.

Interestingly, only eighteen years earlier, in 1660, the grant recipient's father, also named Daniel Axtell, was hanged, drawn, and quartered for his involvement in the death of King Charles I. The son had obviously worked himself back into the new king's good graces.

Daniel Axtell married Rebecca Holland, and he took his family to Carolina in 1680. Once arriving, Daniel was conferred the lofty position of "landgrave" by the Lords Proprietors. Daniel talked up Carolina with his friends in England, and he convinced Ralph Izard and Robert Cuthbert to bring their families to the colony in October 1682.

In 1680, when the Axtell family departed England, they left behind their oldest son, named for his father (that's right, another Daniel Axtell). The next year, in 1681, the oldest son sailed to join his family in Carolina. With anxious anticipation, the entire family gathered at the Charleston waterfront to meet the son's arriving ship. They received devastating news when the captain regretfully informed them that Daniel had died during the trip and had been buried at sea.

Daniel and Rebecca Axtell had a total of seven children. Their first child was a daughter, Sibilla. Their second was the son, Daniel, who had died at sea. Their third child was a daughter, Mary. Mary married a gentleman named Cuthbert. Their fourth child was a son, named Holland (for his mother's maiden name). Holland became a Carolina landgrave upon the death of his father, and he died in 1692. Their fifth child was Rebecca, and she ended up marrying John Moore. John and Rebecca moved to Philadelphia where John Moore became the Attorney General and the King's collector of Pennsylvania. Their sixth child was a daughter named Elizabeth. She married Governor Joseph Blake in December of 1698. Their seventh and last daughter was Anne. Anne married John Alexander, and, after his death, she married Joseph Boone.

Work on the first of the three houses at Newington was started in 1680 by Daniel Axtell. After laying the brick foundation and erecting the wooden frame, he died in 1684 before the home's completion. His wife, Lady Rebecca, and the remaining Axtell family members completed the house in 1690.

To make the family members even more confusing, a nephew, also named Daniel Axtell, moved from Marlboro, Massachusetts to South Carolina in 1690 and became part owner of a saw mill in an area that would later become Summerville. His wife's name was Thankful Pratt, and they had a son named Daniel (of course) and a daughter named Elizabeth. So, as you can see, keeping the Axtell family straight is not an easy task!

In 1711, Lady Rebecca gave Newington to her daughter, Elizabeth (Axtell) Blake, and willed three hundred acres of the grant to Daniel Axtell from Massachusetts and to his son, Daniel, two hundred acres. At that time, Elizabeth Blake was the widow of Joseph Blake, a Proprietary Governor of South Carolina from 1694 to 1695 and 1696 through 1700. In 1715, the first Newington house was burned by Indians during the Yamasse Indian War. Sometime later the house was rebuilt, and Lady Rebecca continued living there with her daughter, Elizabeth, and her grandson, Colonel Joseph Blake. After her death, Lady Rebecca was buried beside her husband, Daniel Axtell. Their unmarked graves remain somewhere within the Newington subdivision.

When Lady Elizabeth Blake died in 1726, the land passed to her son Colonel Joseph Blake. In 1730, now one of the wealthiest men in the colony, Colonel Blake demolished the second Newington house and built a magnificent brick mansion called "the house with a hundred windows." This third Newington



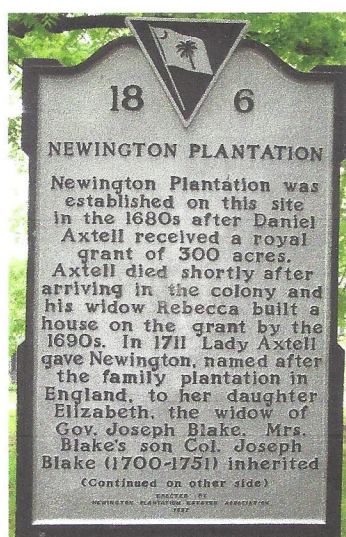
house was said to have been one of the largest brick houses built in lower South Carolina during that period. It used a Georgian design with elaborate cornices and moldings. The first floor had an open, southern-style plan with a central hall flanked by four rooms, two on each side for maximum air circulation during the hot, summer months. The second floor followed the same pattern with a great hall that could be used as a ballroom.

The plantation's surrounding gardens were carefully laid out, with a large reflecting pond, a magnolia walk, a holly walk, and garden terraces sloping to large rice fields. A double row of live oaks was planted along the main carriage road that rose to the front of the mansion (which faced south, towards Charleston). This road followed a course over what is now Hulton Lane and ended at Bacons Bridge Road. The largest of the road's original live oaks can still be found on Kenilworth Road.

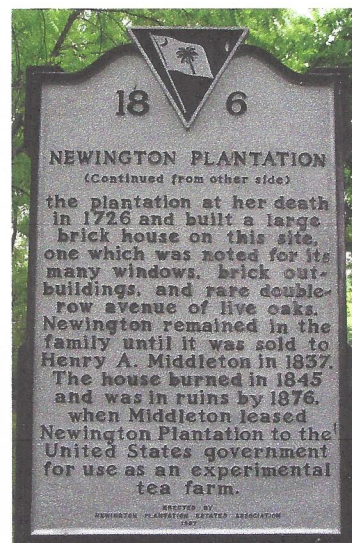
By the time of the Revolutionary war, the "Blake House" and its and gardens were considered a showplace. The Blake family lived on the property until 1837 when it was sold to Henry A. Middleton. The mansion burned eight years later, in 1845. It remained in that condition until 1876, when Middleton leased the property to the U.S. government as a part of famous Pinehurst Tea Plantation, under the direction of Dr. Charles Shepherd.

Since then, farm plows have destroyed any remnants of the old terraces and garden mazes, and nothing but trees and a State Historical Marker remain to mark the mansion site. Some of the original live oaks still exist; and 300-year-old bricks, pottery, nails, and other artifacts still turn up in the soil. The ornamental pond has been cleaned up and it is now home to a thriving duck population. The brick foundation is mostly intact underground, and it was examined in a USC archeological dig in the early 1980's.

If you haven't visited the original mansion site, please do so. It's on a hilltop surrounded by a neighborhood of five hundred and forty-six homes. The site is delineated by a marker erected in 1997 by Newington Plantation Estates Association. The SC Historical Marker Program was established in 1936, and Newington's marker (at site 18-6) is one of more than 800 markers that have been erected throughout the state (the marker at Fort Dorchester is at site 18-3). After you read the marker, walk through the preserved grounds (which is now a one-acre historic park maintained by the Town of Summerville), and move among the remaining trees. Enjoy the beauty of the stately magnolia trees that were planted around the park's perimeter by the Town two decades ago, and try to visualize the outline of "the house with a hundred windows." It must have been quite a sight!



FRONT OF MARKER



BACK OF MARKER

Newington Plantation

by **BARBARA HILL**
Special Writer

Three centuries of history

Imagine you are riding in a shiny black, gilt-trimmed brougham up a roadway called the Broad Path. Your driver turns off to the left, entering the long ascending Joseph Blake Avenue flanked by a double row of massive oaks. Branches of the stately trees, laden with moss, entwine overhead to form a canopy sheltering you from the sun. Crossing over two streams, you look out the carriage window as you drive up the slope and enjoy the visual feast of terraces, grape arbors and ornamental gardens, as well as walks lined with magnolias and holly.

Near the top of the third-of-a mile incline you look toward the crest of the hill as your destination comes into view. You draw up to one of the largest and finest brick plantation houses you've seen in this part of the world. Windows abound on the first and second floor and a reflecting pond, bordered by trees, balances the surrounding landscape architecture.

Where are you? Hollywood? No. You're just five miles from the heart of today's Summerville, at Newington Hall, but you are in the 1700s. Three hundred years ago, Summerville wasn't here. Newington was.

All that remains today is the homesite on which there has been an archaeological dig, the original reflecting pond, and a few of the oaks that used to sweep up the avenue to the plantation house. Plantation Circle, which surrounds the homesite, has seven homes. Four roads lead up four sides of the hill from King Charles Circle. Newington children of the 1990s enjoy swimming in the reflecting pond. Residents catch bass and catfish in the water and enjoy the nesting mallards and geese.

Today, inhabitants of the housing community we know as Newington Plantation have joined with the Town of Summerville to preserve and beautify the 250-foot circular homesite. Within the last two years, Summerville's Parks & Playgrounds supervisor, Mike Hinson and his crew, at the request of the homeowners, filled in the holes and trenches left from



Sign on the original plantation house site.

the dig, both for safety of children and preservation of the construction artifacts found. The Town planted magnolias on the site, which already had black walnut, live oak, birch and pine trees. Summerville maintains the site with the homeowners' help.

"These people do a fine job of keeping this area up," Mike said.

According to Randy Sadler, president of the Newington Plantation Estates Association (NPEA), the group is looking for historical information and, hopefully, some sort of picture of the plantation house. They want to include this data in a housing community directory to let homeowners and their families know about the historical significance of the area. There are more than 400 homes in Newington today. The NPEA is also pursuing the procedures to have an official historic marker erected on the plantation house site.

A picture...most probably an artist's sketch...may have accompanied an article written in the December 1875 issue of Harper's New Monthly Magazine. Research is currently under way on this aspect.

According to the late Legare Walker, a Summerville historian quoting a H.A.M. Smith article in The South Carolina Historical Magazine earlier this century, it was on December 13, 1680, that a warrant

was issued to lay out 3,000 acres to Daniel Axtell, a London merchant. He was created Landgrave (a title indicating property jurisdiction) the next year, but died soon thereafter. His widow, Lady Rebecca Axtell, came to Newington as early as 1696. The place was so called after Stoke Newington in Middlesex, England, where the Axtells had formerly lived. The property went to Axtell's daughter Elizabeth, married to Landgrave Joseph Blake and then to their son, Joseph, who was one of the wealthiest men in the province.

This Joseph, who was a governor of the Province of South Carolina, constructed the Georgian style back mansion said to have "100 windows on its front." (Some historians contend this means all around the outside of the structure. However, Sonny Waring, who provided the accompanying plat, and who is a descendant of Joseph Blake, says the original, and much larger sized plat, clearly shows the surveyor had drawn in a multitude of windows. "So maybe it did have those 100 front windows!" Sonny says.

The plantation entrance, on what we travel today as Dorchester Road, is shown on the plat as the "Public Road to Charleston," and was known locally as the "Broad Path."

Joseph Blake's house was one of the large mansions in the southern

part of the state and by the time of the Revolutionary War was considered a showplace of the countryside. In an article in *The Summerville Journal-Scene* in January 1975 by the late Beth McIntosh, Newington Plantation, Drayton Hall and Middleton Place Plantation along the Ashley River rivaled each other in elegance. Newington Hall reigned on its country hill until fire destroyed it in 1845.

But the Joseph Blake house was not the first residence on the site.

Art Ellis, NPEA president in 1989-

90, who toured a portion of the remaining original avenue of oaks as well as the reflecting pond with this writer, also provided a copy of the results of the 1972 dig by the Institute of Archaeology and Anthropology from the University of South Carolina.

This report places the Axtells in residence by the mid-1680's. The earliest of the structures located at the dig was a 22-foot wide building with a chimney on the north side. The report says this structure may have been destroyed by the "Apalatchee and other Southern Indians" as "My Lady Blake's" place

See History, Page 2B

History From Page 1B

was destroyed in 1715 during the Yamasee War. The remains of this building did show extensive evidence of destruction by fire, in addition to containing artifact material of that period.

A second structure on the land (possibly a replacement for the first?) was determined to have a destruction date of about 1730.

The third period of occupation was represented by remains of three structures, including the ruin of the last plantation house, two walls and a well.

Only a small portion of that plantation house was excavated, but foundations uncovered indicated a central 45 by 57-foot block with porch extensions on the north and south sides, producing a cruciform structure. The reflecting pond is across the street (Plantation Circle) from the plantation homesite.

The position of the chimneys and the interior walls indicated a four room and central hall pattern for the first floor and four rooms and a landing for the second floor, one of which was the great hall or ballroom. Artifacts found here indicate fireplaces were decorated

with a double row of blue painted delft tiles and white marble veneer. The site of the separate kitchen building was determined by food refuse remains, including fish bones and oyster shells.

According to H.A.M. Smith the old walls stood, an imposing old ruin, until 1876 when they were taken down to make use of the bricks. It was found however, that so firmly were they held by the old mortar that it was impossible to clean them for use. He also notes there was one "artifact" that only lasted 16 years after the fire that demolished the house. Shortly before 1861, a party of deer hunters from the village of Summerville (which had been incorporated in 1847), took refuge in the old plantation house basement from a violent rainstorm. One of the party exploring a recess found that by removing some plaster and bricks, an old closet was opened in which there still remained a number of bottles of old Madeira wine which, thus concealed, had escaped the flames.

This plantation house, built by Joseph Blake around 1725-30, was constructed in an early Georgian style, and rendered in brick, which were probably made on the plantation due to the availability of clay in the

area. This style, according to Collier's Encyclopedia, usually included elaborate cornices and moldings stemming from its origin in England during the reign of King George I. This design derives from Palladian Roman detail popularized earlier in England by Inigo Jones and Sir Christopher Wren. Colonial Williamsburg architecture is Georgian. The open floor plan, described above, was adapted for the southern climate and the need for air circulation during the summer.

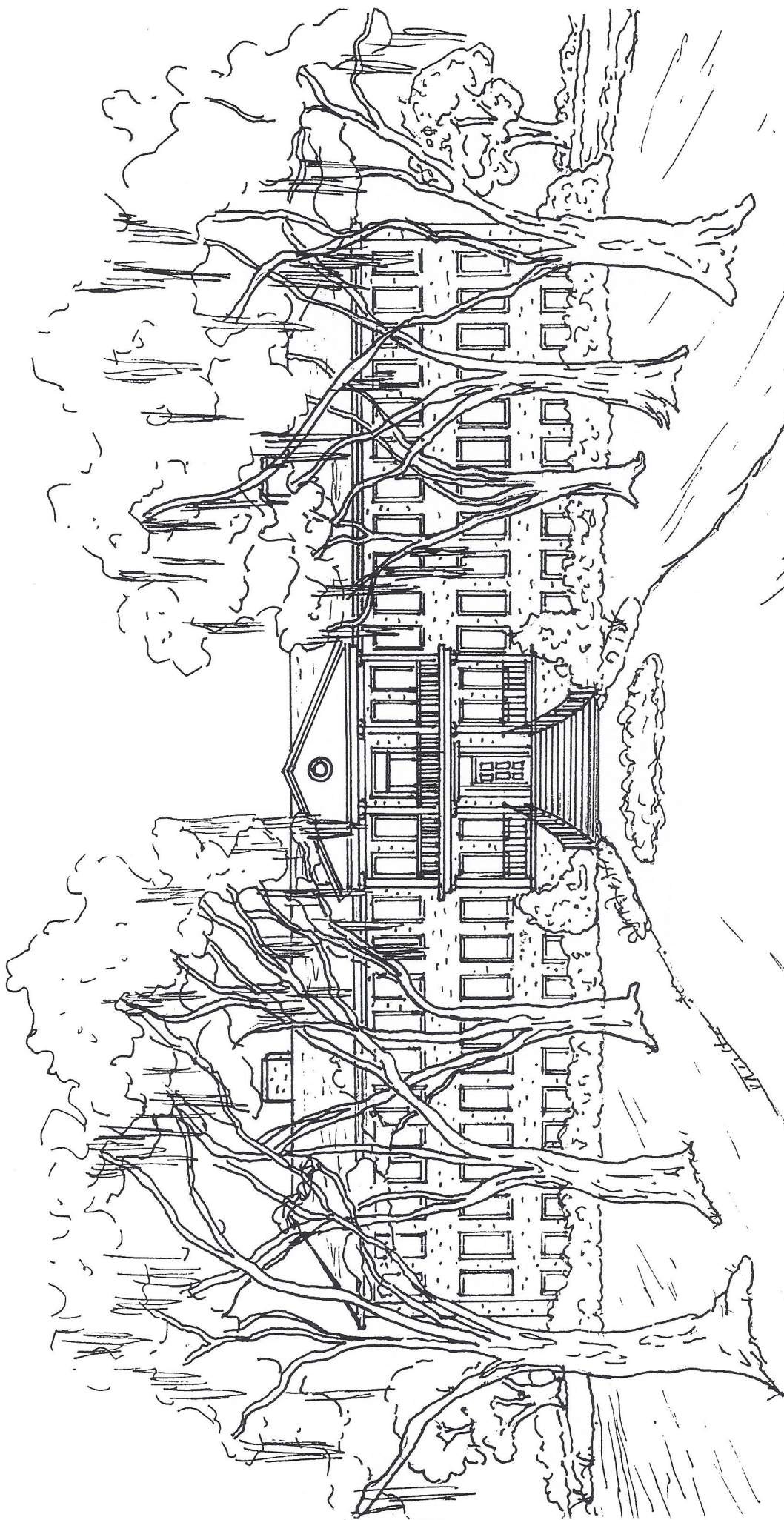
On the plat, which was drawn up February 26, 1825, 170 years and three days ago, "The Public Road from the Cypress to Dorchester to Charleston," is what we know today as Old Orangeburg Road. The surveyor not only drew in windows, but what appears to be a curved house design. He carefully labeled the type and location of trees, including pine, red oak, scrub oak, cypress and sassafras. The latter tree was

used not only medicinally, and as a tea, but as flavoring, especially in confectionery. Oil from the tree was typically used in perfumery.

Today, in addition to Newington Plantation, Marlin Estates, Salisbury Acres, George Miler Country Club and the Tea Farm - once the site of the first successful farming of tea in America, are all part of the of the original Newington.

If any readers can shed more historical light on Newington Plantation, please call Barbara Hill at Town Hall, 871-6000. We are particularly interested in finding some kind of picture of the plantation house, both for the Summerville history book as well as for today's Newington residents.

(Editors Note: As Archive & Community Resources Coordinator, Mrs. Hill is writing a history of Summerville, which is to be published in 1997, the town's sesquicentennial.)



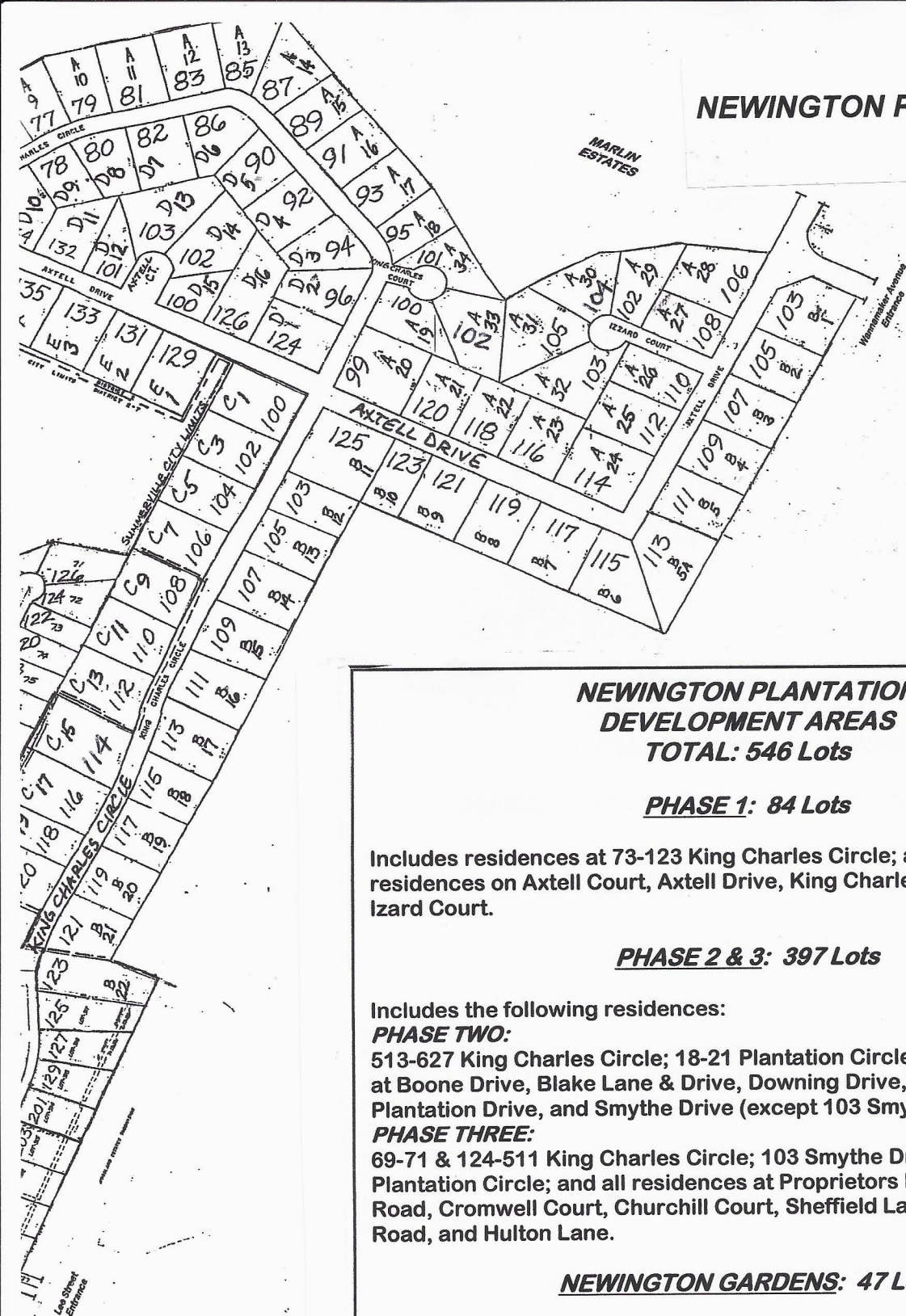
NEWTON PLANTATION

by
Sandy
Allen

Newington Plantation



**SUBDIVISION
MAPS**



**NEWINGTON PLANTATION
DEVELOPMENT AREAS
TOTAL: 546 Lots**

PHASE 1: 84 Lots

Includes residences at 73-123 King Charles Circle; and includes all residences on Axtell Court, Axtell Drive, King Charles Court, and Izzard Court.

PHASE 2 & 3: 397 Lots

Includes the following residences:

PHASE TWO:

513-627 King Charles Circle; 18-21 Plantation Circle; and all residences at Boone Drive, Blake Lane & Drive, Downing Drive, Kent Court & Lane, Plantation Drive, and Smythe Drive (except 103 Smythe Drive).

PHASE THREE:

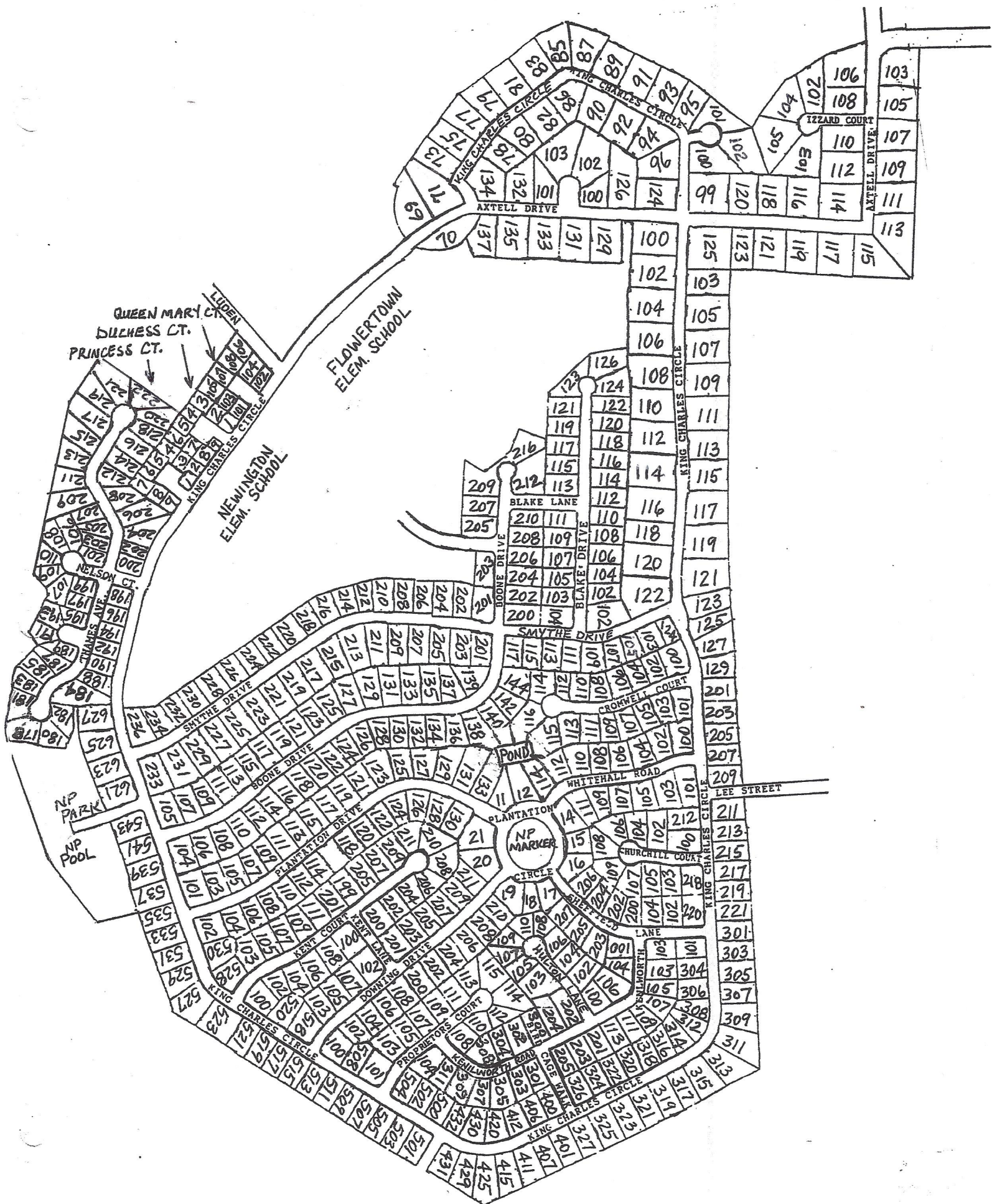
69-71 & 124-511 King Charles Circle; 103 Smythe Drive; 11-17 Plantation Circle; and all residences at Proprietors Lane, Whitehall Road, Cromwell Court, Churchill Court, Sheffield Lane, Kenilworth Road, and Hulton Lane.

NEWINGTON GARDENS: 47 Lots

Includes all residences on Nelson Court, Thames Avenue, and Thames Court.

NEWINGTON PATIO HOMES: 18 Lots

Includes all residences on Princess Court and Duchess Court.



NEWINGTON PLANTATION SUBDIVISION MAP

Newington Plantation

CONSOLIDATED RESTRICTIVE COVENANTS



For Phase 1-2-3
and
Newington
Gardens

NEWINGTON PLANTATION ESTATES

Restrictive Covenants - Recorded on December 22, 2005
with Amendment - Recorded on September 30, 2008



Newington Plantation Estates Association
P.O. Box 654, Summerville, SC 29484

FILED - RECORDED
RMC / ROD

BK 5106PG312

STATE OF SOUTH CAROLINA

2700
2005 DEC 22 AM 9:50

COUNTY OF DORCHESTER
MARGARET L. BAILEY
DORCHESTER COUNTY
AMENDED RESTRICTIVE COVENANTS AND
EASEMENTS -- PHASES 1, 2, 3, AND NEWINGTON
GARDENS, NEWINGTON PLANTATION ESTATES

WHEREAS, by the instruments listed below, for the developed sections within the Newington Plantation Estates subdivision known as Newington Gardens, Newington Plantation PHASE 1 Lots, Newington Plantation PHASE 2 Lots (Lots 1-128), Newington Plantation PHASE 2 Lots (Lots 129-224), Newington Plantation PHASE 3 Lots (Lots 225-393), and Newington Plantation PHASE 3 Added Lots, as follows:

NEWINGTON GARDENS

RESTRICTIVE COVENANTS NEWINGTON GARDENS found in Deed Book 643 @ Page 216 dated May 2, 1989. Applies to plat titled "A Plat Showing a Portion of Newington Gardens" dated October 13, 1988 by John Murphree, and recorded in the R.M.C. Office for Dorchester County in Plat Cabinet G; Slide 238, and also to plat titled "Plat Showing a Portion of Newington Gardens" dated July 15, 1996 by John David Bass and recorded in the R.M.C. Office for Dorchester County on January 3, 1997 in Plat Cabinet J, Slide 97.

PHASE 1 LOTS, NEWINGTON PLANTATION

(Includes Block A, Lots 7-34; Block B, Lots 1-5, 5A, 6-22;
Block C, Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23;
Block D, Lots 1-16; and Block E, Lots 1-5)

NEWINGTON PLANTATION ESTATES RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 169 @ Page 71, dated June 19, 1969. Applies to plat titled "A Portion of Section 1—Newington Plantation Estates," dated May 12, 1969 by Tommy E Ayers and found in Plat Book 17 @ Page 188.

Amended by AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS—PORTION OF SECTION ONE, NEWINGTON PLANTATION ESTATES SUBDIVISION found in Deed Book 173 @ Page 211 dated February 16, 1970.

NEWINGTON PLANTATION ESTATES RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 200 @ Page 126, dated August 22, 1972. Applies to plat titled "Plat of a Portion of Newington Plantation Estates Being Developed by Pratt & Company," dated July 5, 1972, by T.W. Bailey & Associates and found in Plat Book 19 @ Page 249.

PHASE 2 LOTS (Lots 1-128), NEWINGTON PLANTATION

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 300 @ Page 303 dated January 7, 1977. Applies to Plat titled, "Plats of Lots 1-45, Section A of Phase II, Newington Plantation," dated December 7, 1976 by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289.

Amended by NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 326 @ Page 337 dated October 26, 1977. Applies to Plat dated December 7, 1976, by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289, and also to Plat titled, "Plats of Lots 46-84, Section B of Phase II, Newington Plantation," dated Sept 12, 1977 by W.E. Gilbert & Associates, Inc. in Plat Book 24 @ Page 256.

Amended by NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 355 @ Page 282 dated September 12, 1978. Applies to plat titled, "Plat of Lots 85-128, Section C of Phase II, Newington Plantation," dated May 5, 1978 by W.E. Gilbert & Associates, Inc. in Plat Book 23 @ Page 289 and also to Plat Dated Sept 12, 1977 by John F. Murphree in Plat Book 26 @ Page 34.

Ret. Randy Sadler
14 Plantation Circle
SVille, SC 29485

**PHASE 2 LOTS (Lots 129-224) and PHASE 3 LOTS (Lots 225-393),
NEWINGTON PLANTATION**

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS AND EASEMENTS found in Deed Book 492 @ Page 59 dated July 1, 1983. Applies to plat titled, "Plat of Lots 129-165, Section D of Phase II, Newington Plantation," dated June 3, 1983 by John F. Murphree found in Plat Cabinet D, Slide 301.

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS found in Deed Book 508 @ Page 291 dated Feb 24, 1984. Applies to plat titled, "Plat of Lots 179-209, Section E, Phase II, Newington Plantation," dated December 15, 1983 by John F. Murphree found in Plat Cabinet D, Slide 393.

NEWINGTON PLANTATION PHASE II RESTRICTIVE COVENANTS found in Deed Book 524 @ Page 272 dated October 19, 1984. Applies to plat titled "Plat of Lots 166-178; 210-224, Section F, Phase II, Newington Plantation," dated Oct 10, 1984 by John F. Murphree found in Plat Cabinet E, Slide 96.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 561 @ Page 445 dated May 13, 1986. Applies to plat titled, "Plat Showing Lots 248-277, Section G, Phase III, Newington Plantation," dated April 28, 1986 by C. Roger Jennings Surveyors found in Plat Cabinet E, Slide 388.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 588 @ Page 387 dated June 22, 1987. Applies to plat titled, "Plat Showing Lots 318-351, Section H, Phase III, Newington Plantation," dated June 16, 1987 by John F. Murphree found in Plat Cabinet F, Slide 228.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 615 @ Page 562 dated August 9, 1988. Applies to plat titled "Plat Showing Lots 352-362, Lots 306-309, Section I, Phase III, Newington Plantation," dated July 13, 1988 by John F. Murphree found in Plat Cabinet G, Slide 61.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 623 @ Page 466 dated December 2, 1988. Applies to plat titled "Plat Showing Section J, Phase III, Lots 225-229, 302-305, and 363-373, Newington Plantation," dated November 23, 1988 by John F. Murphree found in Plat Cabinet G, Slide 160.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 635 @ Page 189 dated March 20, 1989. Applies to plat titled "Plat Showing Lots 310-317, Section M, Phase III, Newington Plantation," dated Sept. 9, 1988 by John F. Murphree found in Plat Cabinet G, Slide 235.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 754 @ Page 358 dated May 24, 1990. Applies to plat titled "Plat Showing Lots 284-301, and 374-384, Section K Phase III, Newington Plantation," dated April 26, 1990 and revised May 23, 1990 by John F. Murphree found in Plat Cabinet G, Slide 389.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS found in Deed Book 1301 @ Page 248 dated March 29, 1994. Applies to plat titled "Plat Showing Lots 230-247, 278-283, and 385-393, Section L Phase III, Newington Plantation," dated March 12, 1993 by John F. Murphree found in Plat Cabinet I, Slide 231.

PHASE 3 ADDED LOTS, NEWINGTON PLANTATION

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS and EASEMENTS recorded July 1, 1983 in Deed Book 492 @ Page 59 as amended and expanded by restrictions dated June 22, 1987 and recorded in Book 588 @ Page 387. Applies to plat titled "Plat Showing 3 Lots to be Designated as Lots 5 & 6, Block A & Lot 6, Block E, Newington Plantation, Surveyed by at the Request of Newington Homeowners Association," dated February 24, 1999 by John David Bass, recorded March 24, 1999 and found in Plat Book J at Page 129. Made subject to Phase 3 restrictions and easements in General Warranty Deed to Value Builders filed and recorded on December 20, 2000 at Book 2577 @ Page 163.

NEWINGTON PLANTATION PHASE III RESTRICTIVE COVENANTS and EASEMENTS recorded July 1, 1983 in Deed Book 492 @ Page 59 as amended and expanded by restrictions dated June 22, 1987 and recorded in Book 588 @ Page 387. Applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Feb. 23, 1998 by John F. Murphree found in Plat Cabinet J, Slide 105. Also applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Jan. 15, 1999 by John F. Murphree, recorded Jan. 27, 1999 and found in Plat Cabinet J, Slide 126. Also applies to plat titled "Plat of a Lot, Property of P&M, A Partnership, Located in Newington Plantation," dated Jan. 7, 1999 by John F. Murphree, recorded Jan. 19, 1999 and found in Plat Cabinet J, Slide 125.
and

WHEREAS, the aforesaid lots on the plats hereinabove referred in Newington Gardens; in PHASE 1 Lots, Newington Plantation; in Phase 2 Lots (Lots 1-128), Newington Plantation; in PHASE 2 Lots (Lots 129-224), Newington Plantation; in PHASE 3 Lots (Lots 225-393), Newington Plantation; and, in the lots and plats hereinabove referred in Newington Plantation PHASE 3 Added Lots, include and comprise the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, by the instrument entitled "Assignment of Rights and Liabilities by P&M, a Partnership," found in Deed Book 4147 @ Page 7 dated May 20, 2004, wherein P&M, a Partnership, assigned, transferred, and conveyed any and all of its rights, reservations of rights, authority and associated liability, if any, that it may have or had as subdivider and/or developer of the real property located within the subdivision of Newington Plantation Estates, to the Newington Plantation Estates Association, the homeowner's association operating and existing within the aforementioned subdivision for the benefit of its homeowners, hereinafter referred to as the "NPEA" and

WHEREAS, the aforesaid restrictive covenants provide that same can be altered, modified, cancelled, or amended at any time, in whole or in part, by the written consent of a majority of the lot owners of record, and

WHEREAS, pursuant to a vote of a majority of the lot owners of record as provided in the aforesaid restrictive covenants, the majority of the lot owners of record desire to amend said restrictions,

WHEREAS, within the aforementioned development phases of Newington Plantation Estates, covenant restriction paragraphs 1 through 17 will hereby apply to all lots in Phase 1, Phase 2, Phase 3, and Newington Gardens; and covenant restriction paragraphs 18 through 25 will hereby apply to all lots in Phase 2, Phase 3, and Newington Gardens; and covenant restriction paragraph 26 will hereby apply to all lots in Phase 2 and Phase 3; and covenant restriction paragraphs 27 and 28 will hereby apply to all lots in Newington Gardens; and covenant restriction paragraphs 29 through 31 will hereby apply to all lots in Phase 1; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that aforesaid restrictive covenants and easements for the deeds to the aforesaid plats and lots situated in the subdivision of Newington Plantation Estates, whether or not so stated in the deed, shall be amended in whole to hereafter read as follows:

1. Use of Property.

(A) All lots shall be known and designated as residential lots and only one residence will be permitted on each lot. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one single-family dwelling (of not more than two and one-half stories in height) and any accessory structures customarily incidental to the residential use of such lots. Outbuildings may be erected on the rear of the property for small storage buildings, provided the exterior finish of the outbuilding is similar to the exterior finish of the residence. No trailer, basement, tent, shack, garage, garage apartment, duplex, barn, or other outbuildings erected on this tract shall be permitted to be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted. Only one electric meter is allowed per lot unless more than one meter is approved by the NPEA Board in accordance with the Approval of Plans process specified in these covenants.

(B) No trade, business, distribution point of any kind, nor the practice of any profession shall be permitted on any lot except for limited, small-scale home occupations as described herein. A home occupation is permissible provided: (1) it complies with applicable town and county ordinances; (2) it is conducted entirely within a dwelling; (3) it is carried on by the occupants thereof; and (4) it is clearly incidental and secondary to the use of the dwelling

for residential purposes and does not alter the exterior or otherwise change the character thereof. The home occupation shall not impact local community conditions such as, but not limited to, an increase in noise, an increase in traffic, and/or create any visual pollution such as signs or outdoor storage. The NPEA Board will be solely responsible for determining if an activity meets the home occupation requirements specified herein.

2. Building Location. No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. In the case of a corner lot, the NPEA Board, in accordance with the Approval of Plans process in these covenants, shall have the option to approve placing the house diagonally across the lot so as to face the corner of any two streets or a circle, and no nearer than fifteen (15) feet to any street right-of-way line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building or structure on a lot to encroach upon another lot.

3. Building Size. No one-story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,400 square feet of heated living space. No one and one-half story or two-story or two and one-half story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,550 square feet. The square footage requirement in this paragraph does not include porches, porte cocheres, breezeways or garages. Rooms over garages can be counted if they have direct access from the interior of the house and are completed in the same manner as the house which shall be considered to be a one and one-half story dwelling for purposes of minimum square footage.

4. Subdivision of Lots. None of the said lots (as shown on said plats) shall be subdivided or have its boundary lines changed from the location shown on the Plat hereinabove referred to; PROVIDED, HOWEVER, that this restriction shall not apply to a situation where, through inadvertent bona fide error or mistake in precise and exact calculation by a surveyor and/or a contractor, a permissible structure is erected either upon a lot line or so close to the same as to constitute a violation of Paragraph 2 above; and the boundary line readjustment made necessary by such error or mistake is relatively minor, leaving the general layout of the subdivision as a result of such change, substantially unaffected; nor shall any portion of or any less than the whole of anyone of said lots be sold or conveyed, save that any lot may be subdivided into portions, which portions shall be owned by the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; PROVIDED, HOWEVER, that only one private detached single family dwelling or one permissible structure, with other permissible buildings, may be erected on the whole of the property thus combined into one lot.

5. Offensive Activity and Animals. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be about thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. The NPEA Board will be solely responsible for determining if a particular animal or activity meets the definitions specified herein. Ducks, geese, and other pond wildlife are allowed in the Newington Pond described in these covenants if approved by the Pond Manager.

6. Trailers and Vehicles.

(A) No trucks (other than panel trucks of no more than one-half ton capacity and "pickup" trucks of no more than one ton capacity), no house trailers, no commercial utility trailers, no mobile homes, no school buses, and no vehicles without valid registration shall be kept, stored, or parked overnight, either on any street or on any lot except within enclosed garages.

(B) Normally, vehicles should not be parked on any street. If it becomes necessary to park a vehicle on the street, the vehicle must be drivable, it must have a valid registration, it must not remain unmoved for more than two days, and the vehicle must not be of such a large size or parked in such a manner as to become a hazard to traffic or safety. No trucks of more than one-half ton capacity will be parked on any street except for commercial vehicles making business-required pickups or deliveries. No more than two vehicles will be parked overnight on the street in front of any lot.

(C) Camper trailers, self-propelled recreational vehicles, travel trailers, utility/boat trailers and boats (on or off trailers) will only be stored or parked in a garage or in the side or back yards of a lot provided that such vehicles are

shielded from the street by flora or a fence constructed in accordance with the requirements of these covenants. Camper trailers, self-propelled recreational vehicles, travel trailers, utility/boat trailers and boats (on trailers) may be parked in the driveway for a period of less than 24 hours for loading and unloading only.

(D) Out of area guests traveling in a self-propelled recreational vehicle or pulling a travel trailer will be allowed to park these vehicles in the driveway or in a side yard without shielding from the street for the duration of their visit, up to two weeks maximum. These guest recreational vehicles or travel trailers will not be parked in the street.

7. Sewage. There shall be no sewage disposals from the lot save by sewer or other sewer methods approved by the Dorchester County or State Board of Health.

8. Easements. A ten (10) foot easement on the back lot line and a five (5) foot easement on each side lot line are reserved for use of poles, wires, sewers, drainage and other public utilities. Any unique or special easement depicted on a Plat herein referred to will supercede this requirement.

9. Lots Covered. Nothing herein contained shall be held to impose any restriction, condition, limit or easement upon any land of the NPEA or the subdividers other than the lots set out and shown on the Plat hereinabove referred to.

10. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument approved pursuant to paragraph 12 below by a majority of the then owners of said lots has been recorded, agreeing to change the said covenants in whole or in part.

11. Enforcement. If any person, firm, or corporation shall violate or attempt to violate any of said restrictive covenants, it shall be lawful for any person, firm, or corporation owning any said lots (or having any interest therein) or for the NPEA Board of Directors to prosecute any proceeding at law or in equity against the person, firm, or corporation violating or attempting to violate the same, and either prevent him, her, it, or them from doing so or to recover damages or other dues for such violation. In the event any person, firm, or corporation owning any said lots (or having any interest therein) or the NPEA Board shall prevail in any such legal proceeding allowed hereunder, they shall be entitled to a monetary award against such violator of reasonable attorney's fees, costs, and expenses incurred incident to such proceedings. The failure to enforce any of the covenants herein shall not be deemed as a waiver of the right of enforcement.

12. Amendment. These restrictions can be altered, modified, cancelled or amended at any time by the written consent of a majority (i.e. over 50%) of the property owners of record whose lots are within Newington Plantation Estates. Multiple owners of a single lot shall have one vote among them. Any amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of Court for Dorchester County, South Carolina. Every purchaser or subsequent grantee of an interest acceptance of a deed or other conveyance, agrees that the covenants may be amended as provided herein.

13. Satellite Dishes and Antennas. Residents are encouraged to place satellite dishes and other antennas on the property in the least visible manner possible. No radio transmission towers, radio receiving antennas, or television receiving antennas exceeding five (5) feet in height above the highest roof ridgeline of the building shall be erected on any lot. No satellite dish signal receiving units shall be allowed on any lot which are visible from any street except for small Digital Spread Spectrum (DSS) or miniature satellite dishes less than one meter in diameter (as allowed under FCC regulations). Any other type of proposed satellite dish or antenna visible from neighboring lots must be approved in writing in advance through the Approval of Plans process as specified in these covenants.

14. Swimming Pools. Only in-ground swimming pools will be permitted on any lot. Swimming pools shall not be nearer than six (6) feet to any lot line and must be located to the rear of the main dwelling and shall not project within their coping more than two (2) feet above the established lot grade.

(EXCEPTION: Above ground pools in existence prior to the date these covenants are recorded are permitted, provided they were allowed by previous covenants.)

15. Signs. No billboards or advertising signs shall be displayed on any lot with the exception of conventional, temporary "For Sale," "For Rent," "Garage Sale," remodeling, or security system signs, and no sign will exceed six square feet in size. Temporary political signs are permitted provided they are removed within three days after the corresponding election date. Any and all other signs require the approval of the NPEA Board through the Approval of Plans process as specified in these covenants.

16. Pond Maintenance.

(A) It is important that the large ornamental pond located between Plantation Circle and Boone Drive, hereinafter referred to as the "Newington Pond," remains well-kept and aesthetically appealing. An unsightly or unhealthy pond would be a detriment to the entire neighborhood. For this reason, all lot owners with property touching or extending into the Newington Pond, hereinafter referred to as "Pond Lot Owners," are considered equally and jointly responsible for its maintenance and upkeep.

(B) Any current or future lot that touches or extends into the Newington Pond is considered a Pond Lot. Each Pond Lot Owner is a designated member of NPEA's Newington Pond Committee, hereinafter referred to as the "Pond Committee." Only Pond Lot Owners serve as members of this committee. When two or more persons are joint owners of a pond lot, they shall be considered as a single committee member with one vote.

(C) By a majority vote, the Pond Committee shall select one member to serve as the Pond Manager. The Pond Manager may be replaced at any time by a majority vote of the Pond Committee. The Pond Manager will make necessary pond-related purchases, collect member fees, and coordinate pond maintenance activities. No chemicals or wildlife will be introduced into the pond without the Pond Manager's approval. If the Pond Committee fails to select a Pond Manager and leaves the position vacant for more than thirty days, the NPEA Board reserves the right to appoint a Pond Committee member to become the Pond Manager.

(D) Each Pond Lot will be assessed an annual pond maintenance fee of \$50 payable to the Pond Manager on the first day of January of each year. This fund will be used for pond maintenance and upkeep requirements. By a majority vote, the Pond Committee may approve additional special assessments as required for special pond needs such as, but not limited to, a well, a pond aerator, or extra pond maintenance supplies. The cost of any approved special assessment will be divided equally among all Pond Lots and is payable by each Pond Lot Owner to the Pond manager within two weeks after approval of the assessment. No later than February 1 of each year, the Pond Manager will provide the NPEA Board with a written record of any and all Pond Committee votes and a written accounting of all Pond Committee funds collected and expended during the previous calendar year. Upon the request of a Pond Lot Owner, the Pond Manager will provide a timely written accounting to the requester of all Pond Committee funds collected and expended during the current calendar year.

(E) At any time during the Pond Manager's term of office, wherein a problem arises requiring the Pond Manager to seek NPEA assistance, the Pond Manager will elevate the issue to the attention of the NPEA president. If required, the NPEA president will convene an emergency meeting of the pond lot owners to give advice and counsel. The NPEA president will advise the Pond Lot Owners of the remedies and consequences for non-compliance of applicable restrictive covenants. The NPEA president may, among other remedies, file a complaint with the Town for an ordinance violation, or initiate a covenants enforcement action.

17. Misuse of Neighborhood Assets. Any resident of Newington Plantation Estates who vandalizes, places graffiti upon, or affixes a sign or any object to a Newington Plantation street sign, an entrance sign, the Newington Plantation Pool facility, or any other structure owned, purchased, or maintained by the NPEA shall be required to pay a fine of \$25 (payable to NPEA) for each occurrence. The violator is also responsible for any and all costs necessary to repair any physical damage to these items. Exceptions to this rule (such as approved holiday decorations) require the prior written approval of the NPEA Board.

18. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The NPEA Board may amend this Declaration, in any particular, by an instrument in writing filed and recorded in the Office of the Clerk of Court for Dorchester County, South Carolina, all without the approval of any owner or Mortgagee, if and only if such amendment is (a) necessary to bring any provision of this Declaration into conformity with any statute, rule, or regulation, or into compliance with any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to

this Declaration; (c) if such amendment is required by a reputable institutional or government lender, insurer, or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other improvement subject to this Declaration; or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgages on the Lots or other improvements subject to this Declaration.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

19. Exterior Requirements.

(A) No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete blocks, or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. Foundation block may be coated with cement provided exposed wall is less than four (4) feet high.

(B) Branches of trees, hedges, bushes, or other vegetation in sight line approaches to any street or street intersection shall not be permitted to obstruct the view of the same. Shrubs that border sidewalks and branches that overhang sidewalks must be trimmed to provide for an unobstructed use of the sidewalk by pedestrians.

(C) No perimeter structure, boundary wall, planter wall, or physical structure in excess of two feet in height may be erected on any lot in the area within twenty-five (25) feet of any street right-of-way line. Variances to this requirement (due to aesthetics, topography, or other reasons) must be obtained through the Approval of Plans process as specified in these covenants.

(D) No elevation changes shall be permitted which materially affect water runoff onto adjacent lots or affect the surface grade of surrounding lots or right-of-ways. Any significant changes in surface grade elevation must be approved through the Approval of Plans process as specified in these covenants.

(E) All fences must be approved through the Approval of Plans process prior to installation. Fences may be erected on the lots, extending from the rear corners of a dwelling around the rear of a lot; provided, however, that the portion of a fence facing any street shall be approximately parallel to the street and made of an ornamental nature, consisting of wood, brick, decorative iron, or the equivalent. Also, no fence erected on any lot shall exceed six (6) feet in height from the finished surface grade, and no fence or portion of a fence erected or replaced after the date these covenants are recorded shall be located on any lot nearer than twenty-five (25) feet to any street right-of-way line. Chain link fences erected or replaced after the date these covenants are recorded shall not exceed more than four (4) feet in height and shall be permitted only on side or rear lot lines, excepting corner lots wherein the portion of a fence facing the streets shall be wood, brick, decorative iron or the equivalent. Variances to any fence restriction (to preserve a grand tree, to address significant setback mismatches, or to accommodate other specific, unique situations) must be obtained through the Approval of Plans process as specified in these covenants.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

20. Approval of Plans:

(A) The authority for the review and approval of plans is vested with the NPEA Board or such Architectural Review Committee (ARC) as designated and appointed by the Board. If an ARC is established by the Board, it shall be composed of not less than three or more than seven members, all of whom shall be owners of property subject to these covenants.

(B) No structure of any kind (such as, but not limited to, a fence, an outbuilding, a pool, a mailbox post, an addition, or any physical home improvement) which is visible from outside of the main building on a lot, shall be erected, installed, or altered on any lot until and unless the complete design, plans, specifications and location have been approved in writing by the NPEA Board or its designated ARC. Repair or replacement of a covenants compliant structure with the same appearance material does not require an approval of plans.

(C) Two complete sets of plans must be provided to the ARC Chairperson (if one has been designated), or to the ARC Vice-Chairperson (if one has been designated). If these persons are unavailable or undesignated by the NPEA Board, two complete sets of plans must be provided to either the NPEA President or the NPEA Vice-President. The NPEA Board or its designated ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Approvals or disapprovals must be in writing and must contain the valid signatures of at least two NPEA Board members or the valid signatures of at least two persons on the ARC. If the plans are not approved or disapproved by the NPEA Board or its ARC within 21 days after submission, the plans submitter will notify, in writing, the NPEA President or the NPEA Vice-President, or the ARC Chairperson (if designated) or the ARC Vice-Chairperson (if designated) and formally request a prompt

decision. In the event no written NPEA or ARC disapproval is provided to the submitter within 9 days after this formal decision request has been properly delivered, the submitter's plans shall be deemed approved.

(D) Once plans are approved, construction shall be started and completed promptly and in strict conformity with such plans. The NPEA Board or the ARC shall be authorized to stop any construction not complying with the approved submitted plans or any construction in violation of these restrictive covenants.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

21. Annual Assessment for Regime Fee. Each owner of a lot within Newington Plantation Estates subject to these restrictions is deemed to covenant and agree to pay to the NPEA an annual assessment for the continuation of a NPEA operating fund the amounts hereinafter set forth. The administration of the operating fund shall be vested with the Board of Directors of NPEA according to its bylaws. Each owner of a lot subject to these restrictions shall pay to the NPEA an annual regime fee of Fifty and no/100 dollars (\$50.00) beginning January 1, 2006. Such payment is due on the first day of January each year and shall be deemed late thirty days after such. A late charge of \$5.00 per month shall be payable for each month late or any portion thereof. Such payment shall be deemed delinquent sixty days after it is due on the first day of January each year, and it shall be the right and responsibility of the Board of Directors of the NPEA to prosecute any action against any lot owner for any delinquent payment and to recover reasonable legal fees and other costs related to the delinquency. The annual assessment shall be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due. Each lot owner is responsible for the payment of such assessment whether or not a dwelling or residence has been constructed on his lot. The assessment will be paid to NPEA, P.O. Box 654, Summerville, SC 29484 unless another address or a management/collection agency is specified by the NPEA Board of Directors.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

22. Cap for the Annual Assessment for Regime Fee. The amount of the Annual Assessment for Regime Fee as specified in these covenants may be adjusted by the NPEA Board where, in its discretion, such adjustments are necessary to support NPEA expenses and obligations. Any such increase in the Annual Assessment for Regime Fee requires a majority vote of the NPEA Board, but in no case will any such increase take effect prior to January 1, 2008. The sum total of any and all Board-approved increases will not cause the Annual Assessment for Regime Fee to exceed a maximum of \$100.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

23. Unsightly Materials. Property owners are prohibited from doing any major repair or maintenance work which requires more than one day of work on any vehicle, operable or inoperable, in the front of any residence. No trash, rubbish, debris, junk, 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 debris for pickup by governmental or similar garbage and trash removal service units. This restriction shall also pertain to builders and remodelers during the period of dwelling construction work on any lot. No burning of any trash shall be permitted on any lot.

(EXCEPTION: This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1.)

24. Reservation. The NPEA Board reserves the right to vary either or both the front or side setback line of all lots. Setback provisions herein prescribed may be varied by the NPEA Board whenever in its sole discretion the topography or configuration of any lot will so require. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the intent that setbacks shall be staggered where appropriate so as to preserve important trees and provide vistas for open areas.

(EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

25. Carports & Garages. No open carports shall be permitted on any lot. Any detached garage must be of a similar design, material and construction as the main dwelling.

(First EXCEPTION: This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1.)

(Second EXCEPTION: Carports in existence prior to the date these covenants are recorded are allowed to remain; however, they may not be enlarged.)

26. Delivery Receptacles in Phases 2 and 3. All mailboxes shall comply with U.S. Post Office standards. Mailboxes shall be well maintained and firmly attached to the post. Newspaper receptacles are permitted provided they are firmly attached to the post and kept in good repair. All mailbox posts shall be uniform in construction and appearance, and shall be approved by the NPEA Board or its ARC prior to installation. Mailbox posts will be made of wood and will be kept in good repair. Mailbox posts that fall into disrepair must be promptly replaced by the lot owner with the approved wood post that is prescribed by the NPEA Board or its ARC. All lot owners with mailbox posts that are not made of wood will remove them and comply with NPEA-approved mailbox post requirements by December 31, 2006 (Exception: Lot owners with high value mailbox posts such as those built with stone or brick that were in existence prior to the date these covenants are recorded may request a variance to this requirement from the NPEA Board or its ARC. This variance request must include an estimate of the post's value and it must be submitted to the NPEA Board or its ARC no later than six months after the date these covenants are recorded. The NPEA Board or its ARC, will be solely responsible for determining if a mailbox post variance request warrants approval or disapproval).

(EXCEPTION: This restriction is applicable only to lots on the plats hereinabove referred to in Phase 2 and Phase 3, and to lots hereinabove referred to as Phase 3 Added Lots. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 1 or in Newington Gardens.)

27. Delivery Receptacles in Newington Gardens. All mail and delivery boxes shall be uniform in location, color, size, design, lettering and all other particulars and shall be approved by the NPEA Board prior to installation.

(EXCEPTION: This restriction is applicable only to lots on the plats hereinabove referred to in Newington Gardens. This restriction is not applicable to any lots on the plats hereinabove referred to in Phase 1, Phase 2 and Phase 3, or to lots hereinabove referred to as Phase 3 Added Lots.)

28. Tree Cutting in Newington Gardens. Cutting of trees on any lot shall conform to the ordinances of the Town of Summerville.

(EXCEPTION: For covenants purposes, this restriction only applies to lots on the plats hereinabove referred to in Newington Gardens. However, any and all lots located within the Town of Summerville shall conform to all existing ordinances of the Town of Summerville.)

29. Approval of Plans in Phase 1. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications and location shall have been approved in writing by the NPEA Board or their assignees. All plans must be approved or disapproved by the NPEA Board within thirty (30) days after they have been submitted, and in the event no disapproval is made within thirty (30) days, the plans shall be deemed to be approved.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

30. Exterior Requirements in Phase 1. No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. All dwellings must have not less than an attached single garage. No carport or lean-to shall be permitted. All structures must be on-site constructed. Nor shall any fences be permitted on any lot except those of an ornamental nature, and then only to extend from the rear corners of a dwelling around the rear of a lot.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

31. Invalidation in Phase 1. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(EXCEPTION: This restriction only applies to lots on the plats hereinabove referred to in Phase 1. This restriction does not apply to any lots on the plats hereinabove referred to in Phase 2, Phase 3, or Newington Gardens, or to any lots hereinabove referred to as Phase 3 Added Lots.)

IN WITNESS WHEREOF, the Newington Plantation Estates Association has caused these Presents to be duly executed in its name by:

Randy D. Sadler Its President and by

Deborah C. Lawrence Its Secretary

this 21st day of December, 2005.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Dennis F. Lima
(Signature of 1st Witness)

Newington Plantation Estates Association

By: Randy D. Sadler

Its: President

By: Deborah C. Lawrence

Its: Secretary

Maria P. Brockenfel
(Signature of Notary Public
as 2nd Witness)

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Randy D. Sadler as President and Deborah C. Lawrence as Secretary of the Newington Plantation Estates Association, sign, seal, and as its act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the due execution thereof

Dennis F. Lima
(Signature of 1st Witness, same as above)

SWORN to and subscribed before me this
21st day of December 2005

Maria P. Brockenfel
Notary Public for the State of South Carolina
My Commission Expires January 27, 2010



Recording Date: 09/30/2008

Instrument: 5

Book: 6809 Page: 237-239

FILED-RECORDED
RMC / ROD

2008 Sep 30 AM 9:53:01

DORCHESTER COUNTY

SC Deed Rec Fee: .00

Dor Co Deed Rec Fee: .00

Filing Fee: 10.00

Exemption #:

MARGARET L. BAILEY

Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

AMENDED RESTRICTIVE COVENANTS
FOR NEWINGTON PLANTATION ESTATES--
PARAGRAPH 21 AND 22 AMENDMENTS

WHEREAS, by the instrument titled "AMENDED RESTRICTIVE COVENANTS AND EASEMENTS -- PHASES 1, 2, 3, AND NEWINGTON GARDENS, NEWINGTON PLANTATION ESTATES" found in Deed Book 5106 @ Page 312 dated December 21, 2005, which applies to the residential subdivision known as Newington Plantation Estates, and

WHEREAS the owners of lots on the plats in Phase 1, Phase 2, Phase 3, and Newington Gardens as delineated in the aforesaid document include and comprise the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, by the instrument titled "Assignment of Rights and Liabilities by P&M, a Partnership," found in Deed Book 4147 @ Page 7 dated May 20, 2004, wherein P&M, a Partnership, assigned and transferred any and all of its rights, authority, and associated liability within the subdivision of Newington Plantation Estates, to the Newington Plantation Estates Association, hereinafter referred to as the "NPEA," and

WHEREAS, the aforesaid restrictive covenants provide that same can be altered, modified, cancelled, or amended at any time by the written consent of a majority of the property owners of record within the residential subdivision known as Newington Plantation Estates, and

WHEREAS, pursuant to a vote as provided in the aforesaid restrictive covenants, the majority of the lot owners of record in Newington Plantation Estates desire to amend said restrictions by removing the EXCEPTIONS in the aforesaid restrictive covenants that apply to Paragraph 21 and to Paragraph 22, and

WHEREAS, pursuant to the aforesaid vote, the ensuing changes to the NPEA annual regime fee are made effective by this instrument and applicable commencing with the forthcoming 2009 annual regime fee assessment, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Paragraph 21 and 22 in aforesaid restrictive covenants and easements for the deeds to all aforesaid plats and lots in the subdivision of Newington Plantation Estates whether or not so stated in the deed, shall be amended in whole to hereafter read as follows:

21. Annual Assessment for Regime Fee. Each owner of a lot within Newington Plantation Estates subject to these restrictions is deemed to covenant and agree to pay to the NPEA an annual assessment for the continuation of a NPEA operating fund the amounts hereinafter set forth. The administration of the operating fund shall be vested with the Board of Directors of NPEA according to its bylaws. Each owner of a lot subject to these restrictions shall pay to the NPEA an annual regime fee of Fifty and no/100 dollars (\$50.00) beginning January 1, 2006. Such payment is due on the first day of January each year and shall be deemed late thirty days after such. A late charge of \$5.00 per month shall be payable for each month late or any portion thereof. Such payment shall be deemed delinquent sixty days after it is due on the first day of January each year, and it shall be the right and responsibility of the Board of Directors of the NPEA to prosecute any action against any lot owner for any delinquent payment and to recover reasonable legal fees and other costs related to the delinquency. The annual assessment shall be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due. Each lot owner is responsible for the payment of such assessment whether or not a dwelling or residence has been constructed on his lot. The assessment will be paid to NPEA, P.O. Box 654, Summerville, SC 29484 unless another address or a management/collection agency is specified by the NPEA Board of Directors.

22. Cap for the Annual Assessment for Regime Fee. The amount of the Annual Assessment for Regime Fee as specified in these covenants may be adjusted by the NPEA Board where, in its discretion, such adjustments are necessary to support NPEA expenses and obligations. Any such increase in the Annual Assessment for Regime Fee requires a majority vote of the NPEA Board, but in no case will any such increase take effect prior to January 1, 2008. The sum total of any and all Board-approved increases will not cause the Annual Assessment for Regime Fee to exceed a maximum of \$100.

RANDY SADLER
14 PLANTATION CIRCLE
SUMMERVILLE, SC 29485

IN WITNESS WHEREOF, the Newington Plantation Estates Association has caused these Presents to be duly executed in its name by:

Randy D. Sadler Its President and by

Michael D. Gobin Its Treasurer

this 29th day of September 2008.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Dermie P. Lima
(Signature of 1st Witness)

Newington Plantation Estates Association

By: Randy D. Sadler

Its: President

By: Michael D. Gobin

Its: Treasurer

Maria Brockenfeet
(Signature of Notary Public
as 2nd Witness)

STATE OF SOUTH CAROLINA)

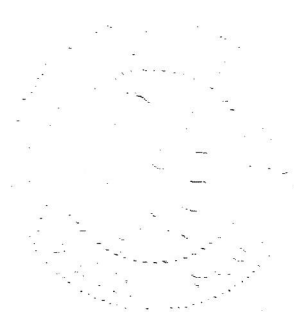
COUNTY OF DORCHESTER)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Randy D. Sadler as President and Michael D. Gobin as Treasurer of the Newington Plantation Estates Association, sign, seal, and as its act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the due execution thereof

Dermie P. Lima
(Signature of 1st Witness, same as above)

SWORN to and subscribed before me this
29th day of September 2008

Maria Brockenfeet
Notary Public for the State of South Carolina
My Commission Expires January 27, 2010



Newington Plantation

RESTRICTIVE COVENANTS



PATIO HOMES

(For Duchess Court & Princess Court)

**RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
PAGE 1 of 8**

LVOL 470 PAGE 252

Aug 10 11 15 AM '82
STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
CLERK OF COURT
DORCHESTER COUNTY

Declaration of Covenants and Easements
For Certain Patio Sites
In Newington Plantation

WHEREAS, Howard C. Prettyman and John F. Murphree, have heretofore entered into a Joint Venture doing business under the name and style of P & M, a Joint Venture; and

WHEREAS, Howard C. Prettyman is now deceased and at the time of his demise, he was the owner and holder of an interest in P & M, a Joint Venture; and

WHEREAS, pursuant to the Uniform Partnership Act, upon the death of a partner, his right in specific partnership property vests in the surviving partner, to-wit: John F. Murphree; and

WHEREAS, John F. Murphree, as surviving partner in P & M, a Joint Venture, desires to develop a certain portion of Newington Plantation as a Patio Home neighborhood and desires to impress certain restrictions and to create certain easements upon such portion of Newington Plantation;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that John F. Murphree, as surviving partner of P & M, a Joint Venture, for and in consideration of the premises and other good and valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein; and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject, among others, to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens hereinafter referred to as the "Covenants" as herein set forth.

Section One. Lands Subject to These Covenants. All lots shown on a Plat entitled "Plat of Block B, Newington Patio Homes" by John F. Murphree, R.L.S., dated August 2, 1982, and recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 206, shall be subject to the following covenants, whether or not the covenants are set out or referred to in the deeds conveying such lots:

Section Two. Definitions.

- (a) "Developer" means P & M, a Joint Venture, its successors and assigns.
- (b) A "Patio Home" is a detached, single-family dwelling unit having a Patio Wall as one of its exterior Walls.
- (c) A "Patio Wall" is a Wall extending from the foundation to the roof of a Patio Home and having no doors, windows, or other openings which allow a view or passage of persons through the Wall.
- (d) A "Patio Wall line" is the lot boundary line with reference to which the Patio Wall is located.
- (e) A "Home Site" or "Patio Home Site" is a lot upon which a Patio Home is built.

Section Three. Land Subject to Covenants. These covenants bind and affect all those lots shown on the Plat entitled "Plat of Block B, Newington Patio Homes" by John F. Murphree, R.L.S., dated August 2, 1982 and recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 206.

Nothing contained in this Declaration imposes nor should it be interpreted to impose any restriction, condition, limitation or easement upon any land of Developer other than that described in this Article, and Developer makes no representations or warranties as to whether any other land will be developed in Newington Plantation subject to these or similar restrictive covenants and easements.

**RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
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Section Four. Use of Land Subject to Conditions.

(a) All lots subject to these covenants and easements shall be Patio Home Sites. No structure shall be erected, used or permitted to remain on such lots except a single Patio Home and any accessory buildings reasonably necessary or complementary to its use as a residence, including but not limited to servants' quarters, garages, and storage sheds, but excluding tents, barns, stables and treehouses. All such lots shall be used for residential purposes only: no trade, business, profession, or commercial activity of any sort may be conducted on such lots; provided, however, any model home erected by Developer or their heirs, successors or assigns, may be used in sales promotions and to house a sales office for the Patio Homes.

(b) No structure of a temporary nature shall be erected or allowed to remain on any Patio Home Site; and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided this Section shall not be constructed to prevent the use of sheds or other temporary structures during construction. The use of sheds during construction must be approved in writing by the Developer.

(c) A Patio Home or an accessory building may contain a guest suite without a kitchen so long as such suite is not leased except as part of a lease of the entire premises.

(d) No truck having a load capacity of over one-half ton, camper, trailer, recreational vehicle, boat, or canoe shall be parked regularly or temporarily on or in front of any lot.

(e) No animals shall be raised, bred or kept on any lot except household pets, which shall not be raised, bred or kept for commercial purposes.

(f) No signs shall be posted on any lot except for signs of not more than five square feet used to advertise the property for sale or rent.

(g) No rubbish, debris, junk or wrecked or inoperable motor vehicles shall be allowed to remain on any lot, except temporarily while awaiting pickup by a governmental or private removal service. No trash, garbage or other waste shall be kept except in sanitary containers. No incinerator shall be erected or used for the burning of rubbish, trash, garbage or other waste.

(h) No radio transmission towers or radio or television receiving antennas exceeding ten feet in height shall be erected on any lot.

(i) Nothing which may dangerously impair or obstruct the view of motorists in an intersection may be erected or permitted to remain on any lot.

(j) Nothing shall be established, constructed or done on any lot which shall be a nuisance. No noxious or offensive activity shall be carried on upon any Patio Home Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

(k) Any lot upon which construction is taking place shall be kept in a reasonably clean and uncluttered condition. The exterior of any structures shall be completed within six months after the date of commencement of construction, unless strike, fire, national emergency or natural calamity makes this impossible, and under such circumstances, the exterior of a structure shall be completed as soon as reasonably possible. In any event, no structure may be occupied or used until the exterior has been completed.

(l) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the Developer. During the course of construction, it shall be the responsibility of each Owner to ensure that construction Sites are kept free of unsightly accumulation of rubbish and scrap materials and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot.

**RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
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(m) Any swimming pool shall be located only in the rear one-half of the Home Site, and no nearer than five feet to the rear lot line, three feet to the Patio Wall line, or seven feet to the other side lot line. The pool or its coping shall not project more than one foot above the established grade of the lot.

Section Five. Approval of Plans, Renovations and Exterior Maintenance.

(a) No structure or fence may be erected, or renovations or exterior maintenance performed, on any lot unless and until the owner of the lot submits construction plans to and obtains the approval of the Developer.

(b) All plans must be approved or disapproved by the Developer within thirty days after their submission. Developer's failure to act within such time shall be deemed to constitute approval of the plans.

(c) All plans must designate the Patio Wall line and show the nature, kind, shape, heights, materials, and location of all structures (including additions to existing structures), walks, and drives proposed to be constructed and must show all trees six inches in diameter measured five feet above grade and Developer shall not approve such plans unless:

(1) the structure will, at all times, be harmonious and compatible with surrounding structures in both exterior finish and color, and location of improvements on the lot; the Patio Wall will be of a color and composed of materials similar or complementary to the materials of which the Patio Home is constructed;

(2) the exterior of the proposed structure is of a material other than asbestos shingle or concrete or cinder blocks (except if such blocks are stuccoed) or coated with a finish approved by the Developer, and the exterior of any accessory building shall be of a color and materials similar or complementary to that of the Patio Home;

(3) the proposed structure will have no basement and be not more than two stories in height;

(4) the proposed Patio Home will have an enclosed dwelling area (excluding garages, carports, terraces, decks and porches not covered by a roof which is part of the roof covering the Patio Home) of at least 1,000 square feet;

(5) the ground or first floor of the proposed Patio Home and any accessory buildings will cover 50 per cent or less of the Home Site (30 per cent or less if two lots have been combined into a larger Home Site pursuant to Section Seven hereof.

(6) the Patio Wall of the proposed Patio Home will be located so that its exterior surface, for its entire length, is not less than one foot inside of and generally parallel to the lot line designated on the plans submitted as the Patio Wall line, except that where a drainage easement straddles a Patio Wall line, the Patio Wall must not be located within the easement;

(7) the view openings and access ways or passages of the proposed Patio Home and any accessory buildings will be oriented in a direction other than toward the Patio Wall line of the lot. If a portion of the Patio Wall is offset or indented away from the Patio Wall line, openings in said offset portion of the Patio Wall may be permitted; provided, however, that a privacy fence or screen as hereinafter described in Paragraph 9. shall be erected. Said opening shall be no higher than the said privacy fence or screen;

(8) the proposed Patio Wall's height and length (which, at the minimum, shall not be less than the depth of the Patio Home — including its garage, carport, terraces, decks, guest house or suite, and porches — as measured at its deepest point) will be sufficient to insure privacy to the occupants of the adjacent Patio Home having view openings and access ways or passages directed toward such Patio Wall and the yard for which such Patio Wall serves as a backdrop, and to this same end, and to the extent that the shape of the lot or Patio Home so requires, privacy fences or screens (of a color and composed of materials similar to or complementary with those of the Patio Wall and Patio Home; having no view openings and access ways or passages; and the top of which is at least five feet above grade) shall also be included

**RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
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In such plans. No Patio Wall or privacy fence or screen shall come closer than six (6') feet to the street upon which the lot fronts;

(9) the design of the proposed Patio Home will prevent the excessive discharge or run off of rain water upon the adjacent Patio Home Site; and

(d) No lot owner shall change the elevation of his lot in such a way as to adversely affect adjacent lots.

(e) Any portion of a lot enclosed by a fence must be of an ornamental nature, and only wooden fences will be permitted.

(f) No live oak tree or any other tree over six inches in diameter measured at a height of five feet above grade shall be removed unless specifically approved by the Developer, except trees inside the building areas or within five (5') feet of the main living area or within two (2') feet of the patio or driveway.

(g) No septic tanks shall be installed on any lot for sewerage disposal, and no wells shall be utilized for domestic water supply.

(h) Receptacles for the receipt of mail or newspapers shall be approved by the Post Office Department or Developer. Said receptacles shall be of uniform construction and appearance as prescribed by the Developer and shall be erected in a manner approved by the Developer and at such location as the Developer may designate.

Section Six. Setbacks and Building Lines. The proposed Patio Home and all accessory buildings will have setbacks of at least the following footages:

(a) Ten (10') feet from the front lot line;

(b) Five (5') feet from any side lot line other than the Patio Wall line; on corner lots, the side street line is the longer of the two property lines along the intersecting streets; and

(c) Ten (10') feet from the rear lot line, except that accessory buildings may be five (5') feet from the rear lot line. There shall be no improvements authorized within the reserved easements as shown on the Plat above referred to.

These setbacks, which are not intended to produce uniformity, may, in the Developer's discretion, be varied whenever this enables the preserving of important trees, whenever the topography or configuration of any lot so requires, or whenever undue hardship would result from strict adherence to the setbacks. The Developer's approval of variations may be evidenced by the endorsement of such approval on the Plat showing the location of the proposed structure. Any deviation of less than ten percent from the required setback shall not be a violation of this covenant and shall not require the Developer's approval. For the purposes of this covenant, eaves and steps shall not be considered to be part of a structure, except no part of any improvement shall encroach over the property lines.

Section Seven. Subdivision or Combination of Patio Home Sites.

(a) Unless the owners obtain the written consent of the Developer, (1) no lot shall be subdivided or have its lines changed, and (2) no lot or part of a lot shall be combined with an adjacent lot into one larger Home Site. Setback requirements shall apply with reference to the new lot lines created by such subdivision or combination.

(b) Developer reserves the right to relocate, open and close streets and the right to revise, resubdivide and change the size, shape, dimensions or location of lots in the subdivision so long as no lots as shown on the plat referred to above shall be reduced in size by more than fifteen percent. The restrictive covenants and easements hereby imposed shall be applicable to the resulting lots in lieu of the lots shown on the plat referred to above, but no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds, nor of access to and from the street.

**RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
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Section Eight. Easements.

(a) The purpose of the easements shown on the Plat above referred to 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 individual Patio Home Site. 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 Patio Home Site and all improvements in it shall be maintained continuously by the Owner except for those improvements for which a public authority or utility company is responsible.

(b) In order to facilitate an owner's working on his Patio Home, there shall be on each Home Site a maintenance easement over a strip of land immediately adjacent to and running the length of the Patio Wall (plus any additional length needed to provide access to such strip) for use in the construction, maintenance and repair of the Patio Home. Such maintenance easement shall extend only so far over the Patio Wall line onto the adjacent lot as is necessary to make the width of the working area a total of ten (10') feet but not to exceed five (5') feet, taking into account the number of feet his own Patio Wall is located from the Patio Wall line. The use of said easement, which shall run with the land, shall not exceed a reasonable period of time during construction nor a period of thirty days each year for essential maintenance and repair. Any shrubbery or planting in the easement area that is removed or damaged during the use of such easement shall be replaced or repaired, as appropriate in the judgment of the owner of the shrubbery or planting, at the expense of the owner causing such removal or damage.

Section Nine. Duration and Enforcement of Covenants.

(a) These covenants bind all persons claiming any interest in the land and run with the land for a period of thirty years from the date of recording, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots has been recorded changing the covenants in whole or in part.

(b) Enforcement of these covenants may be by proceedings at law to collect damages or in equity to compel compliance or prevent breach. The party enforcing the covenants shall be entitled to recover attorney's fees and expenses if he prevails in such proceedings.

(c) The failure to enforce any of these covenants shall not be deemed a waiver of the right to do so.

(d) Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which shall remain in full force and effect.

WITNESS the Hand and Seal of the undersigned this 10th day of August,
A.D., 1982.

WITNESSETH:

Barbara A. [Signature]
Barbara A. [Signature]

P & M, A JOINT VENTURE, Developer

By *John F. Murphree*
John F. Murphree, Surviving Partner

RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
PAGE 6 of 8

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

VOL 470 PAGE 257

PERSONALLY appeared before me Monnie C. White

and made oath that he saw the within named P & M, a Joint Venture, Developer, by John F. Murphree, surviving partner, sign, seal and as its act and deed, deliver the within written Declaration of Covenants and Easements for Certain Patio Home Sites in Newington Plantation and that he with Barbara A. Grimsley witnessed the due execution thereof.

SWORN to before me this

10th day of August, A.D., 1982.

Barbara A. Grimsley (L.S.)
Notary Public for South Carolina
My Commission Expires: 9/20/89

Monnie C. White
Ref: H C Prettyman, atty
P.O. Drawer 1590
Saville, S.C. 29483

RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
PAGE 7 of 8

EVOL 484 PAGE 445

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS AND EASEMENTS
COUNTY OF DORCHESTER) FOR CERTAIN PATIO SITES
IN NEWINGTON PLANTATION

WHEREAS, P & M, a Joint Venture is the owner and developer of a tract of land known as Newington Plantation, situate, lying and being in the County of Dorchester, State of South Carolina, and by Instrument dated August 10, 1982 and recorded in the Office of the Clerk of Court for Dorchester County in Book 470, Page 252 on August 10, 1982, has impressed restrictive covenants and easements on certain lots in that part of the aforementioned tract more particularly shown and delineated on a Plat entitled "Plat of Block B, Newington Patio Homes" by John F. Murphree, R.L.S. dated August 2, 1982 and recorded in the Office aforesaid in Plat Cabinet D, Slide 206; and

WHEREAS, P & M, a Joint Venture is now developing certain other lots in Newington Plantation and desires to impress restrictive covenants and easements on these lots.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that those certain lots more particularly shown and delineated on a Plat entitled "Plat of Block 'C', Newington Patio Homes" by John F. Murphree, R.L.S., dated February 7, 1983 and recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 259 on March 9, 1983 are hereby made subject to those certain Covenants and Easements dated August 10, 1982 and recorded in the Office aforesaid in Book 470, Page 252.

These covenants shall run with the land and be binding upon and inure to the benefit of P & M, a Joint Venture, its successors and assigns, any and all subsequent purchasers or owners of the lots hereby restricted, and all persons claiming by, through, or under them, or any of them.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed by its proper officer, this 11th day of March, 1983.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]
FILED-RECORDED
MAR 14 1983
CLERK OF COURT
DORCHESTER COUNTY

P & M, A JOINT VENTURE, DEVELOPER

BY: *[Signature]*
John F. Murphree, Surviving Partner

MAR 14 9 39 AM '83

FILED-RECORDED
MAR 14 1983
CLERK OF COURT
DORCHESTER COUNTY

RESTRICTIVE COVENANTS
NEWINGTON PATIO HOMES
PAGE 8 of 8

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

VOL 484 PAGE 446

PERSONALLY appeared before me Doris Fisher, and made oath that she saw the within-named P & M, a Joint Venture, Developer, by John F. Murphree, surviving partner, sign, seal and as its act and deed, deliver the within-written Declaration of Covenants and Easements for Certain Patio Home Sites in Newington Plantation and that she with H. C. Prettyman, Jr. witnessed the due execution thereof.

SWORN to before me this

11th day of March, 1983

Doris Fisher

H. C. Prettyman, Jr.
Notary Public for South Carolina
My Commission Expires: 9-13-87

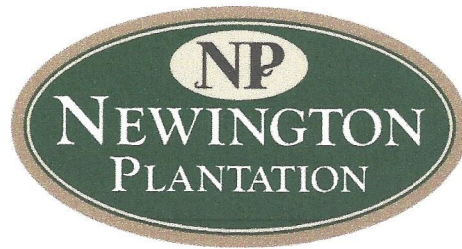
Prettyman, Cordray + Abrams
P. O. Drawer 1590
Summerville, SC 29483

Newington Plantation Estates Association



CONSTITUTION AND BY-LAWS

NEWINGTON PLANTATION ESTATES ASSOCIATION



CONSTITUTION AND BY-LAWS

October 24, 2022

Newington Plantation Estates Association
P.O. Box 654, Summerville, SC 29484

FILED-RECORDED, DORCHESTER COUNTY ROD, ON NOVEMBER 9, 2022

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2022028126		
Receipt Number:	158396	Return To:	RANDY SADLER
Recorded As:	MISCELLANEOUS		
Recorded On:	November 09, 2022		
Recorded At:	11:25:46 AM	Received From:	RANDY SADLER
Recorded By:	KU	Parties:	
Book/Page:	RB 14462: 120 - 132		Direct- NEWINGTON PLANTATION ESTATES
Total Pages:	13		Indirect- NEWINGTON PLANTATION ESTATES

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00

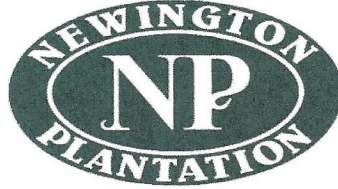


Margaret Bailey

Margaret Bailey - Register of Deeds

12.

**CONSTITUTION AND BY-LAWS
OF THE
NEWINGTON PLANTATION ESTATES ASSOCIATION
October 24, 2022**



ARTICLE I – CONSTITUTION OF THE ORGANIZATION

Section 1. Name: The name of this organization shall be the Newington Plantation Estates Association hereinafter also referred to as the NPEA or the Association. A Board of Directors, hereinafter referred to as the NPEA Board, BOD, or Board, is the representative body that shall manage day-to-day affairs on behalf of this organization.

Section 2. Office: The principal office of the corporation in the State of South Carolina shall be located at the residence of the NPEA President.

Section 3. Purpose: This Association shall be a non-profit organization, the purpose of which shall be to provide a vehicle for the orderly development and the preservation of values of the community of Newington Plantation Estates in Summerville, South Carolina (hereinafter also referred to as Newington Plantation; or Newington), and to generally engage in the eleemosynary endeavors for the social welfare of citizens living within that area known as Newington. This Association shall have the power to acquire, own, manage, and mortgage real estate on behalf of Newington. It shall also have the power to sell real estate in which Newington has a legal interest in, owns, or manages.

Section 4. Covenants: “Covenants” shall mean and refer to:

(1) Amended Restrictive Covenants and Easements—Phase 1, 2, 3 and Newington Gardens, Newington Plantation Estates, recorded on December 22, 2005, in the Register of Deeds Office for Dorchester County, South Carolina in Book 5106, Pages 312-321; and

(2) Amended Restrictive Covenants for Newington Plantation Estates—Paragraph 21 and 22 Amendments, recorded on September 30, 2008, in the Register of Deeds Office for Dorchester County, South Carolina in Book 6809, Pages 237-239; and

(3) Declaration of Covenants and Easements For Certain Patio Sites in Newington Plantation recorded on March 14, 1983 in the Register of Deeds Office for Dorchester County, South Carolina in LVOL 470, Pages 252-257 and in LVOL 484, Pages 445-446; and

(4) Any subsequent amendments thereto.

Section 5. Newington Plantation Estates: “Newington Plantation Estates” or “Newington Plantation” or “Newington” shall be comprised of and refer to all Lots subject to ARTICLE I, Section 4 of these By-Laws.

Section 6. Lot: “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of Newington comprising property intended for use as a single-family dwelling as designated on any plat of survey recorded in the Register of Deeds and made subject to the Covenants, with the exception of the common areas.

Section 7. Members: “Member” shall mean and refer to those persons entitled to membership as provided in the Article VI of these By-Laws.

ARTICLE II – ASSOCIATION OFFICERS

Section 1. Executive Officers: The executive officers (“Officers”) of the Association shall consist of a President, Vice-President, Secretary, and Treasurer, and shall perform specified duties in accordance with these By-Laws. The Officers of the Association shall at all times be members of the Board.

Section 2. President: The President shall be the Chief Executive Officer of the Association and shall preside at meetings of the membership. The President shall see that all orders and resolutions of the Board and the membership are carried into effect. The President shall appoint all committee chairmen. The President shall be chairman of the Board and perform such other duties as may be prescribed by the Board. The President shall be an ex-officio member of all committees, but shall not serve as a chairman for any committee.

Section 3. Vice-President: The Vice-President shall be vested with all the powers and duties of the President in the President’s absence or disability and shall perform such other duties as may be prescribed by the President and/or the Board.

Section 4. Secretary: The Secretary shall keep the minutes of all proceedings of the Board and the minutes of the Association Members’ meetings in books and/or files provided for that purpose. The President will appoint a substitute for the purpose of recording votes and minutes if the Secretary cannot attend a meeting. The Secretary shall see that proper notice is given of all meetings of the membership and shall perform such other duties as may be prescribed by the President and/or the Board.

Section 5. Treasurer: The Treasurer shall have custody of all receipts, disbursements, funds, and securities of the Association. The Treasurer shall ensure full and accurate written accounts of receipts and disbursements are reflected in books belonging to the Association and shall deposit all money and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse funds of the Association as may be ordered in conformity with these By-Laws, taking proper vouchers for such disbursements. All accounts, records, and cash of the Association maintained or overseen by the Treasurer for each calendar year shall be independently inspected during the first three (3) months of the succeeding calendar year by a person or persons (other than a current Director or a relative of a Director) appointed by the President. This annual inspection shall be conducted by a CPA or by a person or firm with a financial background. A report of each independent financial inspection shall be furnished to the President who shall include it in his report to the Members and to the Directors. The Treasurer will ensure required Association taxes are filed each year. The Treasurer shall maintain a record of the names and addresses of all Members and of the dates upon which they acquired title to their Lots. The Treasurer shall perform such other duties as may be prescribed by the President and/or the Board. The Board shall obtain a bond for the faithful discharge of the Treasurer’s duties in such sum as the Board may require. The Board may allow the Treasurer to delegate any of his/her duties to a financial account management company provided the Treasurer maintains oversight and responsibility for their efforts on his behalf. The Association’s bank checks will be signed by the President, the Treasurer, or a Board-approved financial manager. The signatures of two (2) of these people are required on any check written for \$2,000 (two thousand dollars and 00/100) or more. The Treasurer shall review a list of all NPEA checks, withdrawals, and deposits made each month.

ARTICLE III – BOARD OF DIRECTORS

Section 1. Directors: The day-to-day business and affairs of this Association shall be managed by the Board, which shall consist of seven (7) voting Directors. The Directors shall include six (6) elected Directors, which includes the four (4) Officers (President, Vice-President, Treasurer, and Secretary) and two (2) Directors at large; and one (1) non-elected designated Director (the last President who served a full term prior to the current elected President).

Section 2. Election of Directors: An election for all six (6) elected Directors will be held every two (2) years at the Fall NPEA Members meeting. Any NPEA Member in good standing is eligible to be elected. A slate of proposed candidates shall be presented at the election by a nominating coordinator, who is appointed by the President. Candidates may also be nominated from the floor during the election. Voting for contested offices shall be by secret ballot, except as set forth below, and a minimum of two (2) vote counters is required to tally the votes. Candidates without opposition may be elected either by a voice vote or by a secret ballot. At such an election, the Members or their proxies may cast one (1) vote per Director seat. Cumulative voting is not permitted. A Member may not issue more than one (1) vote for any single Director. Upon receiving the plurality of the votes of the Members voting in person or by proxy at an election where a quorum is present (as defined by ARTICLE V, Section 2 of these By-Laws), the Directors shall be declared elected. The Board's new Directors take office immediately after the election meeting is concluded and shall serve until their two (2) year term expires and a successor is elected at the next Board election meeting.

Section 3. Board Meetings: Within forty-five (45) days after their election, the Board shall meet for the purpose of organization, and the transaction of any other business at such place and time as specified by the President. The Board shall hold a regular Board meeting in March, June, and September at a date and time specified by the President. Additional special meetings of the Board may be called from time to time as deemed appropriate by the President or by the request of three (3) or more Directors. At least four (4) days prior to each Board meeting, the Directors shall be given notice of such meeting by a post-paid letter, email, text messaging, or any other electronic means or media recognized at the time. The meeting place shall be the home of the President unless another location is specified by the President. At all Board meetings, the President, or in his/her absence, the Vice-President, or, in the absence of both, a chairman chosen by the majority of the Directors present, shall preside as Chairman. The Board may determine the order of business at its meetings. Meeting minutes may be accepted by the Board using email, or any other electronic means or media recognized at the time, and they shall be made available to Members on the Association's website after approval.

Section 4. Open Board Meetings: All meetings of the Board shall be open to all Members. However, Members, other than Directors, may not participate in any discussion or deliberation unless expressly so authorized by a majority of the Directors who are present at the meeting. The Board may, with approval of a majority of the Directors who are present at the meeting, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, matters that relate to the formulation of contracts with third parties, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 5. Remote Meetings: Any meeting of the Board, regular or special, may be held by telephone conference, electronic means (such as Zoom, Skype, FaceTime, etc.), or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of any action taken shall be filed with the minutes of the proceedings of the Board.

Section 6. Board Voting: Unless otherwise specified herein in these By-Laws or in the Covenants, a quorum of the Board means the majority of the Directors voting in person at a meeting of the Board. If a quorum is present, the affirmative vote of a majority of Directors is the act of the Board unless these By-Laws or the Covenants specifically require the vote of a greater number of Directors. No proxy voting is allowed. Between Board meetings, the President may call for the Board to vote using email, or any other electronic means or media recognized at the time, on NPEA issues that arise provided: (1) no Director objects prior to the vote, (2) all Directors are provided an opportunity to comment on the issue, and (3) the outcome of the vote is recorded in the minutes of the next Board meeting.

Section 7. Amending By-Laws: Amending NPEA By-Laws requires the approval of the Board and of Members at a general membership meeting, as specified in this paragraph. The By-Laws of the Association may be amended, modified, suspended, reinstated, repealed, and/or substituted upon an affirmative vote by at least five (5) Directors. Such By-Law changes approved by the Board do not take effect unless (1) the notice for the next general membership meeting provides the details of the changes to the By-Laws and (2) an affirmative majority vote of the Members voting in person or by proxy at a general membership meeting where a quorum is present (as defined by ARTICLE V, Section 2 of these By-Laws) approves the proposed changes.

Section 8. Vacancies: Whenever a Director is unable to perform his duties by virtue of transfer, health, conflict of interest, or other cause, such Director should submit his resignation in writing to the Board citing the reason. If the position of President becomes vacant, then the Vice-President immediately becomes the President. If there are any other vacancies in the Board by reason of death, resignation, a failure to fill a position during an NPEA election, or otherwise, such vacancies shall be filled by a majority vote of the Board when a quorum is present (as defined by ARTICLE III, Section 6 of these By-Laws). Any individual selected to fill a vacancy will serve until the next NPEA general membership meeting. At that meeting, nominations will be requested, and a person shall be elected to fill the vacancy as set forth in ARTICLE III, Section 2 of these By-Laws. This person will serve for the remaining balance of that Board's term of office.

Section 9. Ethics: Should it be determined that any Director (elected or designated) has deliberately misled the Board or Members of the Association, or has breached his/her fiduciary duties, or has wholly lost the trust and confidence of the Board or Members of the Association, said Director shall be asked to resign from the Board upon an affirmative vote by at least five (5) Directors. If said Director refuses to resign, then the Board shall call for the Director's removal at the next general membership meeting. This next meeting notice shall state that one of the purposes of the meeting is removal of said Director. A Director who has been asked to resign by the Board shall be immediately removed from office upon an affirmative majority vote of the Members voting in person or by proxy at a general membership meeting where a quorum is present (as defined by ARTICLE V, Section 2 of these By-Laws). A membership election to fill this vacancy may occur at any time after the Director's removal.

Section 10. Powers of Directors: The Board shall have, in addition to such powers as are hereinafter expressly conferred on it, all such powers as may be exercised by the corporation, subject to applicable provisions of the laws in the State of South Carolina, the South Carolina Nonprofit Corporation Act of 1994, the certificate of incorporation, and the By-Laws, as defined herein. The Board shall have the power to manage and control the affairs of the Association, including the authorization of all expenditures provided, however, any action taken by the Board with respect to any Association expenditure (other than common recurring operating expenses, or legal expenses, or expenses necessary to repair an existing NPEA asset) of more than five thousand dollars (\$5,000) must be pursuant to a majority vote of Members voting in person or by proxy at a general membership meeting where a quorum is present (as defined by ARTICLE V, Section 2 of these By-Laws). The Directors have the power to acquire, own, and manage real estate (including the power to mortgage real estate), and the power to sell real estate in which the Association owns or manages. The Directors also have the power to (a) adopt and publish rules and regulations governing maintenance and the use of the common areas at Newington; (b) employ agents, independent contractors, or such other employees as they deem necessary; (c) employ attorneys and accountants to advise, serve and represent the Association when deemed necessary; (d) grant easements upon, over, under and across the common areas of Newington, without the assent of the membership, when such easements are required for the convenient use and enjoyment Newington; (e) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations that the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law; (f) enforce the provisions of the Covenants and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by assessments against any Members for violation of such provisions, rules or regulations pursuant to the Covenants; and (g) contract for goods and/or services.

Section 11. Indemnification: The Association shall indemnify every Director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Director in connection with any action, suit, settlement, or other proceeding to which he or she may be a party by reason of being or having been a Director. Directors shall not be liable for any mistake of judgment, except for their own willful malfeasance, misconduct, or bad faith. Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent the Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Director or former Director may be entitled. The Association shall as a common expense maintain adequate general liability and director liability insurance to fund this obligation.

Section 12. Compensation: All Directors serve without compensation for their services. Expenditures made by any Association Member at the direction of the Board are reimbursable by the Association, provided the Member gives the NPEA Treasurer all receipts relative to the expenditure. Directors shall excuse themselves from any vote for contracts being considered for services to the Association that may benefit them or their relatives financially.

ARTICLE IV – COMMITTEES AND SEMI-AUTONOMOUS GROUPS

Section 1. Committees: The President determines what committees are to be formed. The President will appoint all committee chairmen (as necessary) and the members of a committee will be appointed by the chairman of a committee (with the approval of the President) from Members in good standing of the Association. The NPEA Board, by the affirmative vote of a majority of Directors when a quorum is present (as defined by ARTICLE III, Section 6 of these By-Laws), retains the right to remove any member from any NPEA committee (including the Chairman) at any time for any reason. The Board may modify or rescind any committee decision at any time for any reason by the affirmative vote of a majority of Directors when a quorum is present (as defined by ARTICLE III, Section 6 of these By-Laws). The affirmative vote (submitted at an in-person meeting or by any electronic means or media recognized at the time) of a majority of committee members is the act of the committee. The chairman of a committee, or its members, may not involve the Association in any contract or incur any debts on behalf of the Association unless given authority to do so by the Association or by its Board. Minutes of committee meetings will be provided to the NPEA Secretary for inclusion in the next Board meeting minutes. Chairmen and members of sub-committees (if any) are bound to the same rules and guidelines as the parent committee. EXCEPTION: This paragraph does not apply to the Pond Committee because Pond Committee procedures are specified in the Covenants.

Section 2. Newington Pool Committee: The deed to the Newington Pool is held by the NPEA, and the NPEA Board shall ensure: (1) the pool facility is adequately maintained, (2) reasonable policies are in place for the use of the pool, and (3) the operation of the pool remains financially viable. If a Pool Committee is designated by the NPEA Board, the day-to-day pool management, scheduling, and other operational pool activities shall be handled by the Pool Committee. The Pool Committee shall also be responsible for managing and tracking pool memberships. Any and all Pool Committee functions, duties, and responsibilities will be assumed by the Board if a Pool Committee has not been designated by the Board.

Section 3. Newington Pool Membership: Memberships to the Newington Pool shall be available, provided the following requirements are met:

(1) Annual payment of a pool operation fee. The rate and conditions for the pool operation fee shall be determined before the start of each pool season by the Pool Committee. The annual pool operation fee shall include a discount for NPEA Members in good standing. The discount amount shall be determined before the start of each pool season by the Pool Committee. A NPEA Member will be considered ineligible for a pool membership if he/she has not paid his/her required annual regime fee (including late fees), or if he/she owes any other financial obligation to NPEA. Pool membership rates will be prorated by one third (1/3) off the total pool operation fee when the pool season is one third (1/3) complete, or by two thirds (2/3) off the total pool operation fee when the pool season is two thirds (2/3) complete. The exact proration dates will be determined by the Pool Committee.

(2) Payment of a pool membership registration fee. The pool membership registration fee will be determined by the Pool Committee before the start of each pool season. This fee is required for all first-time pool members and for pool members who have not paid a pool operation fee for two consecutive pool seasons. Pool membership registration fees are not prorated.

(3) Compliance with Rules and Policies. Pool members are entitled to use the Newington Pool and its facilities provided they comply with all published NPEA Pool rules and policies. Rules and policies are subject to change as deemed necessary by the Pool Committee or the NPEA Board. Pool members who willfully violate published pool rules and policies are subject to having their pool membership suspended by the Pool Committee or the NPEA Board without refund for the remainder of the year.

(4) **Membership Capacity Limits.** The Pool Committee or the NPEA Board may place a limit on the number of pool members who are not NPEA Members, however no NPEA Member will be refused a pool membership due to a membership capacity limitation.

(5) **Pool Memberships.** For the purposes of a basic membership to the Newington Pool, a single Lot need only pay for one (1) membership to the Newington Pool. All persons or entities that reside at or own a portion of a Lot that paid for a basic membership to the Newington Pool have the same easement of enjoyment of and are subject to the same rules and policies for membership to the Newington Pool. The Pool Committee shall determine who qualifies as a resident or owner of a Lot for the purposes of this paragraph. Any additional pool membership criteria, any pool specific membership restrictions, any other pool membership categories, or any modifications to this paragraph shall be determined before the start of each pool season by the Pool Committee.

Section 4. Architectural Review Committee (ARC): The responsibility to review and approve plans, and to ensure compliance with restrictions specified by the Covenants is vested with the NPEA Board. The goal of the Board is to ensure properties and property improvements in Newington remain aesthetic and suitable, and do not adversely impact neighborhood property values. If an Architectural Review Committee (ARC) is designated by the NPEA Board, the ARC will assume the day-to-day responsibility of ensuring compliance with the Covenants and approving plans. The ARC shall still maintain the option of deferring any Covenant issue or any submitted plan to the NPEA Board for a decision. The ARC shall be composed of not less than three (3) nor more than seven (7) members, all of whom shall be NPEA Members in good standing. Members shall provide two sets of written plans (if provided on paper) or one set of digital plans (if sent by electronic means or media recognized at the time) to the ARC Chairman (if one has been designated), or to the ARC Vice-Chairman (if one has been designated). If these persons are unavailable or not designated by the NPEA Board, plans must be provided to either the NPEA President or the NPEA Vice-President. Approvals or disapprovals must be in writing (by letter or by electronic means or media recognized at the time) and must be signed (in writing and/or by electronic signature) by at least two (2) ARC members or by at least two (2) Directors. At a minimum, a submitted plan should include the following:

- (1) A simple drawing and/or a description of the proposed structure with dimensions and specifications.
- (2) Location of the structure depicted on a sketch or plat of the Member's Lot.
- (3) If it is an outbuilding, a description of the exterior finish and color.
- (4) The ARC or Board may request additional information as it deems necessary.

NOTE: Members should refer to the Covenants for additional approval of plan requirements.

Section 5. Swim Team: NPEA supports the operation of a youth swim team (called the "Newington Swim Team") for the benefit of children in Newington and in nearby communities. By-laws for the Newington Swim Team shall be approved by the NPEA Board. The Newington Swim Team governing board shall be elected in accordance with Newington Swim Team by-laws, and the names of Newington Swim Team board members shall be provided to the NPEA Pool Committee chairman. The individual selected as the Newington Swim Team board president can be removed from office at the discretion of the NPEA President. The Newington Swim Team will be financially self-sustaining, and it will not incur any debts that become the responsibility of NPEA unless given the authority to do so by the NPEA Board. All financial accounts and records of the Newington Swim Team shall be inspected annually by a person or persons (other than a current Director or a relative of a current Director) appointed by the NPEA President. This annual inspection should be conducted by a CPA or by a person or firm with a financial background. A report of such financial inspection shall be furnished to the President who shall provide the findings of this report to the Board. Newington Swim Team use of the Newington pool facility will be coordinated with the NPEA Pool Committee Chairman.

ARTICLE V – MEETINGS OF ASSOCIATION MEMBERS

Section 1. General Membership Meetings: The Association will hold at least two (2) general membership meetings each year (one in the fall and one in the spring) for the purpose of conducting Association business. The Fall Meeting shall be held in October of each year, on the day, time and place designated by the Board. The Spring Meeting shall be held in April of each year, on the day, time and place designated by the Board. If special circumstances require a different month for the Fall or the Spring Meeting, the change must be approved by the Board, and it will not exceed more than the month before or after the regular month for the meeting. Additional special general membership meetings may be called by a vote of four (4) Directors, or by the NPEA President, or by petition to the Board by at least twenty percent (20%) of the membership (each lot shall have only one (1) signature on such a petition notwithstanding the fact that a Lot may have multiple owners). Meeting minutes shall be made available on the website after Board approval.

Section 2. Membership Meeting Quorum: Except as otherwise required in these By-Laws or Covenants, at any meeting requiring a vote on an Association issue or an election of the Board by the Members of the Association, a quorum is required consisting of the property owners of at least fifteen Lots in Newington Plantation Estates who are members in good standing voting either in person or by proxy. Except as otherwise provided in these By-Laws or the Covenants, a majority vote in person or by proxy, when a quorum is present, shall decide any questions that come before the meeting or the election. EXCEPTION: This Section does not apply to those questions specifically mentioned in the Covenants that require the vote of a majority of all Members of record.

Section 3. Lack of a Meeting Quorum: If the required quorum is not present at the first meeting, a subsequent meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum for the subsequent meeting shall be the Members who are present at the meeting (whether in person or by proxy). If the time and place for this second meeting is set before the first meeting is adjourned and the second meeting will be held within thirty (30) days of the first meeting, no additional notice is required. However, if a time and place for the second meeting is not fixed by those in attendance at the first meeting or if the second meeting will be held more than thirty (30) days after the first meeting, notice of the time and place of the second meeting shall be given to Members in the manner prescribed in these By-Laws.

Section 4. Proxy: Every Member in good standing may cast one (1) vote either in person or by proxy for each Lot owned. Any Member may give his written proxy for voting purposes. To be valid for voting purposes, a proxy must satisfy all of the following criteria:

- (1) The Member in good standing must date and sign the proxy. This signature must either be notarized, or it must be witnessed and co-signed by a Director. The applicable meeting (or meetings) or an expiration date, and other restrictions (if any) must be specified in the proxy.
- (2) The proxy must specify an individual who is entitled to vote in the absence of the signatory. This specified individual must be a Member in good standing and this specified individual must be in attendance when a vote is taken.
- (3) A proper, completed proxy must be received by the Secretary or by the President at least twenty-four (24) hours prior to the start of the meeting.
- (4) Every proxy shall be revocable and shall automatically cease upon completion of its specified term, or upon receipt of a notice by the Secretary of written revocation, or upon the expiration of six (6) months from the date of the proxy.

Section 5. Order of Business: The rules contained in Roberts Rules of Order Revised shall govern the Association in all cases not covered by the Constitution, By-Laws, or other published rules, orders, or votes of the Association. While

the Board of Directors may make changes to the order and agenda at any meeting, the order of business at meetings should normally be:

- (1) Call to order
- (2) Reading of the minutes of the prior meeting
- (3) Treasurer's Report
- (4) Report of Board
- (5) Report of Committees
- (6) Unfinished Business
- (7) New Business
- (8) Adjournment

Section 6. Written or Electronic Ballot: Any action that may be taken at any regular, or special meeting of the Members of the Association may be taken without a meeting if the Association delivers a written or electronic ballot (in accordance with ARTICLE VII, Section 2 of these By-Laws) to every member entitled to vote on the matter. A written or electronic ballot shall:

- (1) set forth each proposed action; and
- (2) provide an opportunity to vote for or against each proposed action; and
- (3) indicate the number of responses needed to meet the quorum requirements; and
- (4) state the percentage of approvals necessary to approve each matter other than election of directors; and
- (5) specify the time by which a ballot must be received by the Association in order to be counted.

A written or electronic ballot may not be revoked. Except as otherwise required in these By-Laws or Covenants, approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A quorum is not required for a written or electronic ballot if the proposed action is cited in the Covenants and requires the affirmative written vote of a majority (i.e., over 50%) of all Members of record.

ARTICLE VI – MEMBERSHIPS

Section 1. Membership For Homeowners Subject to a Mandatory Membership Fee: Except for the eighteen (18) homes on Duchess and Princess Courts, also known as the Patio Homes, all Lots within the Newington Plantation Estates subdivision are subject to a Covenant restriction requiring a mandatory annual assessment for regime fee. Before the end of each year, NPEA may mail a courtesy fee reminder to any or all Members with a current address on file with NPEA. Regardless of whether such a mailing is sent, each Member shall remain individually responsible for paying the annual regime fee (plus any late fees) in accordance with the Covenants. The amount of the annual regime fee is set by the NPEA Board, and it may be changed (to an amount no higher than that allowed by the Covenants) by a majority vote of the Board when a quorum is present (as defined by ARTICLE III, Section 6 of these By-Laws). Members will be provided notice of any change in the annual regime fee amount or to the location where the fee is to be sent.

Section 2. Membership For Homeowners Subject to a Voluntary Membership Fee: For any Patio Home, a property owner may become a NPEA Member in good standing for the calendar year by paying the annual assessment for regime fee that is in effect for the homes in the rest of the Newington Plantation Estates subdivision, plus the payment of any other financial obligation owed to NPEA, if any.

Section 3. Membership Qualifications: All persons, firms, companies, partnerships, corporations, or other entities owning a Lot in Newington Plantation Estates shall be eligible for membership and shall acquire and retain membership by the payment of annual assessment for regime fee as herein provided and such assessments as might be levied. Whenever a Member (or Members) shall cease to own real property in Newington; shall cease to own stock in a corporation that owns real property in Newington; or shall cease to be a member of a company or partnership that

owns real property in Newington, such Member (or Members) shall automatically be dropped from the membership roll of the Association. A Member's spouse and children and any other persons who reside with such Member in the Lot shall have the same easement of enjoyment of the common areas as does a Member. In those instances where a Lot is owned by a corporation or partnership or company (such as joint owners), the principal officers of such a corporation, the partners of such a partnership, or the members of such company shall also have the same easement of enjoyment of the common areas as does a Member. Any renters of a Lot shall have the same easement of enjoyment of the common areas as the Member for the Lot has.

Section 4. Voting: Voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be one (1) vote for each Lot owned, no matter how many persons or entities may be the record owner of any one (1) particular Lot. Where two (2) or more persons are the joint owners of a Lot in Newington Plantation Estates, one (1), and only one (1), person may vote at any one time. Where two (2) or more persons are stockholders in a corporation or members in a partnership or company owning real property in Newington Plantation Estates, one (1), and only one (1), stockholder and/or member may vote at any one time. Additionally, only those Lots for which all of its owners are found to be Members in good standing, as of the record date, shall be entitled to their one (1) vote. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing by the Board.

Section 5. Record Dates: For the purpose of determining those Members that are entitled to (1) receive notice of a meeting, (2) vote, (3) act by written or electronic ballot without a meeting, or (4) exercise any rights with respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote, to take action by written or electronic ballot, or to exercise any right with respect to any other lawful action, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date. The record dates established by the Board, pursuant to this section, shall be as follows:

(1) **Record Date for Notice of Meetings.** In the case of determining those Members entitled to notice of a general membership meeting, the record date shall be no more than sixty (60) nor less than ten (10) days before the date of the meeting.

(2) **Record Date for Voting.** In the case of determining those Members entitled to vote at a general membership meeting, the record date shall be no more than sixty (60) days before the date of the meeting.

(3) **Record Date for Action by Written or Electronic Ballot Without Meeting.** In the case of determining Members entitled to cast a written ballot, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed, sent by electronic means, or solicited.

(4) **Record Date for Other Lawful Action.** In the case of determining Members entitled to exercise any rights in respect to any other lawful action, the record date shall be no more than sixty (60) days prior to the date of such action.

(5) **Record Date Means as of the Close of Business.** For the purposes of this Section, a person holding a membership as of the close of business on the record date shall be deemed a Member of record.

(6) **Failure of the Board to Fix a Record Date.** If the Board, for any reason, fails to establish a record date, those record dates set forth in the South Carolina Nonprofit Corporation Act of 1994 shall apply.

Section 6. Member in Good Standing: A Member is considered in good standing when all NPEA maintenance charges, regime fees, late charges, assessments, fines, dues, and liens are paid in full or not considered delinquent by NPEA. Whenever a Member shall become delinquent by virtue of a failure to pay a required obligation, such Member will gain good standing status only after reimbursing the Association for any costs (administrative, legal, and otherwise) incurred incident to the subsequent collection of the delinquent fee. (EXCEPTION: For any Patio Home, a property owner may become a member in good standing by fulfilling the requirements in ARTICLE VI, Section 2 of these By-Laws).

ARTICLE VII – NOTICE

Section 1. Meeting Notice: Meeting notice shall be given to the general membership at least ten (10) days prior to any general membership meeting. This meeting notice may consist of written newsletters delivered by first-class mail or by a special first-class mailing. Meeting notice will include the date, place, and time of the general membership meeting, as well as any expected vote on: (1) a significant Association expenditure proposed by the Board (i.e., more than \$5,000), (2) any change to the By-Laws proposed by the Board, (3) a recall of any Director proposed by the Board, or (4) an election of Directors.

Section 2. Proper Notice: Whenever, according to these By-Laws, a notice is required to be given to Association Members, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Dorchester County, South Carolina, in a post-paid letter, addressed to the address of such Member as it appears on the books of the Association. It is the responsibility of each individual Member to ensure the Association has a proper mailing address for such Member. Notice may be sent to Members by electronic means provided that the Member has consented in writing to receiving notices by electronic means and that the Member has specified in writing the electronic address to which the communication should be sent. Notice that is sent by electronic means is deemed to be delivered when the communication is transmitted. Notice may be sent by any other means or media recognized at the time provided that the Member has consented in writing to receiving notices by those means or media and that the Member specified in writing the address (for that means or media) to which the communication should be sent. Notice that is sent by any other means or media recognized at that time is deemed to be delivered when the communication is transmitted.

Section 3. Waiver of Notice: Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE VIII – MISCELLANEOUS

Section 1. Record of Ownership: Any person who acquires title to a Lot shall promptly inform the NPEA Treasurer and/or the Board-approved financial manager of his identity, his mailing address, and the date upon and the manner in which title was acquired. The NPEA Treasurer or the Board-approved financial manager shall maintain a record of the names and mailing addresses of all Members and of the dates upon which they acquired title to their Lots.

Section 2. Waiver: No provision of the Association By-Laws, restrictions, or regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches, which may have occurred.

Section 3. Severability: The provisions of the By-Laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Conflicts: In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and the By-Laws, the Covenants shall control.

ARTICLE IX – ASSOCIATION FILING HISTORY

The Newington Plantation Estates Association has been registered as a non-profit association in good standing with the South Carolina Secretary of State since February 10, 1976.

Declaration of Covenants and Easements For Certain Patio Sites in Newington Plantation, dated March 11, 1983 (Recorded by P&M, A Partnership in Dorchester County on March 14, 1983). This filing provided a set of restrictive

covenants for those lots on Duchess and Princess Courts.

Title to Real Estate, dated March 31, 1986. (Deed Recorded by P&M, A Partnership in Dorchester County on April 16, 1986). The developer of Newington Plantation Estates deeded ownership of the Newington Pool to the NPEA.

Assignment of Rights and Liabilities by P&M, A Partnership dated May 14, 2004 (Recorded in Dorchester County by P&M, A Partnership on May 20, 2004). With this filing, the developer of Newington Plantation Estates assigned all his rights and liabilities in the Newington Plantation Estates subdivision to the NPEA.

Amendment to the Restrictive Covenants for Newington Plantation Estates (Phases 1, 2, 3, and Newington Gardens) dated December 21, 2005 (Recorded in Dorchester County by the NPEA on December 22, 2005). This provided a full set of restrictive covenants for to the entire neighborhood (except for those lots on Duchess and Princess Courts).

NPEA Constitution and By-Laws, dated March 23, 2006 (Recorded in Dorchester County by the NPEA on March 31, 2006).

Amendment to the Restrictive Covenants for Newington Plantation Estates (Paragraphs 21 & 22) dated September 29, 2008 (Recorded in Dorchester County by the NPEA on September 30, 2008). This removed the exception in Covenant Paragraphs 21 & 22.

Title to Real Estate, dated November 2, 2010 (Recorded in Dorchester County by the Town of Summerville on November 16, 2010). The NPEA conveyed land near the pool to the Town for the construction of a paved parking lot, a children's park/playground, and a paved connection to the bike/hike trail.

NPEA Constitution and By-Laws, dated September 24, 2018 (Recorded in Dorchester County by NPEA on October 19, 2018). This document replaced the NPEA's Constitution and By-Laws recorded on March 31, 2006.

* * *

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
NEWINGTON PLANTATION)
ESTATES ASSOCIATION)
_____)

CONSTITUTION AND BY-LAWS
OF THE
NEWINGTON PLANTATION
ESTATES ASSOCIATION

This foregoing document wholly replaces the Newington Plantation Estates Association Constitution and By-Laws recorded and filed in Dorchester County by the NEWINGTON PLANTATION ESTATES ASSOCIATION on October 19, 2018; and,

This foregoing document was approved and adopted on October 24, 2022 by:
The NEWINGTON PLANTATION ESTATES ASSOCIATION
P.O. Box 654, Summerville, South Carolina 29484.

Signed: Randy Sadler Date: 11-7-2022
Randy Sadler, President, Newington Plantation Estates Association

Witnessed by: Mark LaVigne Date: 11-7-2022
Mark LaVigne, Vice-President, Newington Plantation Estates Association

Witnessed by: Kelly Roberts Date: 11-7-2022
Kelly Roberts, Secretary, Newington Plantation Estates Association

Acknowledgement:

I, Thomas S. Nolan do hereby certify that Randy Sadler, Mark LaVigne, and Kelly Roberts personally appeared before me on this day and acknowledged the due execution of this foregoing instrument.

Witness my hand and official seal this 7 day of November, 2022.

Notary Public for the State of South Carolina

My Commission Expires: _____



Mail Filed Copy to:
Randy Sadler, NPEA President
14 Plantation Circle
Summerville, SC 29485-3473

Newington Plantation Estates Association

The Newington Plantation Estates Association, an organization established to support the interests of Newington homeowners, has been around since January 1976. In an initial letter to residents, the first NPEA president, B.J. Wallace, said, "If you like the things you see in this community, help us continue to improve it. If you don't like what you see, help us correct the problems and make Newington a better place for all." This still applies to every Newington homeowner today.

Your Association serves several important purposes. It maintains street signs, entrances, and common areas. It arranges events and meetings for neighborhood functions. Using unity as a strength, it provides a strong voice with local governments. One of the most important functions is to enforce the deed restrictions that protect your home's value and the quality of your neighborhood.

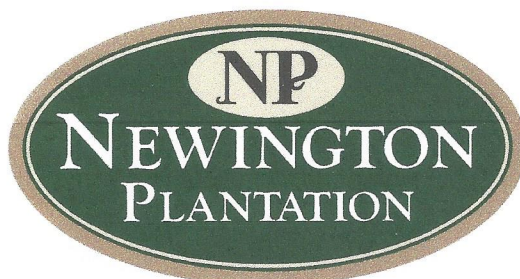
Enforcing your community rules is an endless, sometimes expensive (and usually thankless) endeavor, but it is necessary for the health and vitality of the neighborhood. Think about what might happen if covenants weren't enforced. There are plenty of examples of real problems faced by other subdivisions without covenant restrictions. How would you feel about a portable toilet company storing its inventory of toilets and cleaning them on the next-door driveway? Or what about a big tractor-trailer rig repeatedly parking on the street? Or having people engaged in every business under the sun operating out of their homes? It all happens, and the only way you can preserve the lifestyle you thought you were purchasing is to enforce the covenants in your deed restrictions. Without restrictions some people could let trash pile up in their yards, let their homes fall into serious disrepair, store inoperable cars in the street, permanently park large boats in their front yards, park large recreational motor homes in the street or in driveways for years, leave construction work unfinished, or make every kind of bizarre, unappealing outdoor structure you can imagine.

Newington's Architectural Review Committee (ARC), under the auspices of the NPEA Board, attempts to maintain the appearance of the neighborhood by taking deed restrictions seriously and by correcting rule violations once they are identified. As a reminder, no outdoor structure (including home additions, outbuildings, fences, and in-ground swimming pools) can be constructed in the subdivision unless the construction plans are approved by the NPEA. You can submit your construction plans to the ARC Chairman or Vice-Chairman.

Mandatory homeowner association dues are required in Phases 1, 2, & 3 and in Newington Gardens. Property owners in Duchess Court and Princess Court are encouraged to become members in good standing by voluntarily sending in their annual HOA dues payment.



NPEA BOARD OF DIRECTORS



	<i>1992-1993</i>	<i>1993-1994</i>	<i>1994-1995</i>
<i>President</i>	Chuck Wilson	Fred Gleffe	Randy Sadler
<i>Vice-President</i>	Fred Gleffe	Randy Sadler	Edna Brockenfelt
<i>Secretary</i>	Renate Bruder	Renate Bruder	Renate Bruder
<i>Treasurer</i>	Jim Lawton	Gary Caccamise	Jim Lawton
<i>Member-at-Large</i>	Lyle Amos	Edna Brockenfelt	Mark Kelly
<i>Member-at-Large</i>	Tom Aishton	Gunther Hoock	Chuck Wilson
<i>Past President</i>	John Gentile	Chuck Wilson	Fred Gleffe

	<i>1995-1996</i>	<i>1996-1997</i>	<i>1997-1998</i>
<i>President</i>	Randy Sadler	Randy Sadler	Debra Davis
<i>Vice-President</i>	Fred Gleffe	Fred Gleffe	Mark LaVigne
<i>Secretary</i>	Renate Bruder	Debbie Johnson	Debbie Johnson
<i>Treasurer</i>	Jim Lawton	Jim Lawton	Jim Lawton
<i>Member-at-Large</i>	Edna Brockenfelt	Renate Bruder	Fred Gleffe
<i>Member-at-Large</i>	Chuck Wilson	Chuck Wilson	Chuck Wilson
<i>Past President</i>	Randy Sadler	Randy Sadler	Randy Sadler

	<i>1998-1999</i>	<i>1999-2000</i>	<i>2000-2001</i>
<i>President</i>	Mark LaVigne	Mark LaVigne	Mark LaVigne
<i>Vice-President</i>	Jamie Maiolo	Debra Davis	Debra Davis
<i>Secretary</i>	Kelly Roberts	Kelly Roberts	Kelly Roberts
<i>Treasurer</i>	Brantley Thomas	Brantley Thomas	Brantley Thomas
<i>Member-at-Large</i>	Debbie Johnson	Art Giguere	Randy Sadler
<i>Member-at-Large</i>	Chuck Wilson	Chuck Wilson	Chuck Wilson
<i>Past President</i>	Debra Davis	Mark LaVigne	Mark LaVigne

	<i>2001-2002</i>	<i>2002-2003</i>	<i>2003-2004</i>
<i>President</i>	Mark LaVigne	Randy Sadler	Randy Sadler
<i>Vice-President</i>	Randy Sadler	Joanne Churchill	Joanne Churchill
<i>Secretary</i>	Kelly Roberts	Kelly Roberts	Kelly Roberts
<i>Treasurer</i>	Brantley Thomas	Brantley Thomas	Brantley Thomas
<i>Member-at-Large</i>	John DuBose	Fred Gleffe	Fred Gleffe
<i>Member-at-Large</i>	Chuck Wilson	Mike Gobin	Mike Gobin
<i>Past President</i>	Mark LaVigne	Mark LaVigne	Mark LaVigne

	2004-2005	2005-2006	2006-2007
<i>President</i>	Randy Sadler	Randy Sadler	Randy Sadler
<i>Vice-President</i>	Joanne Churchill	Doug Fetchen	Doug Fetchen
<i>Secretary</i>	Kelly Roberts	Deborah Lawrence	Deborah Lawrence
<i>Treasurer</i>	Mike Gobin	Mike Gobin	Mike Gobin
<i>Member-at-Large</i>	Fred Gleffe	Fred Gleffe	Fred Gleffe
<i>Member-at-Large</i>	Pete Haas	Pete Haas	Pete Haas
<i>Past President</i>	Mark LaVigne	Mark LaVigne	Mark LaVigne

	2007-2008	2008-2009	2009-2010
<i>President</i>	Randy Sadler	Randy Sadler	Randy Sadler
<i>Vice-President</i>	Doug Fetchen	Ben Hough	Ben Hough
<i>Secretary</i>	Mike Gobin	Mike Gobin	Mike Gobin
<i>Treasurer</i>	Debbie Lawrence	Karen Corbin	Karen Corbin
<i>Member-at-Large</i>	Ben Hough	Robin Hendrix	Mike Passarello
<i>Member-at-Large</i>	Doug Wedderspoon	Doug Wedderspoon	Doug Wedderspoon
<i>Past President</i>	Mark LaVigne	Mark LaVigne	Mark LaVigne

	2010-2011	2011-2012	2012-2013
<i>President</i>	Randy Sadler	Randy Sadler	Randy Sadler
<i>Vice-President</i>	Ben Hough	Ben Hough	Ben Hough
<i>Secretary</i>	Mike Gobin	Mike Gobin	Mike Gobin
<i>Treasurer</i>	Thom Nolan	Thom Nolan	Thom Nolan
<i>Member-at-Large</i>	Mike Passarello	Mike Passarello	Bill Westfall
<i>Member-at-Large</i>	Kendall Ware	Kendall Ware	Kendall Ware
<i>Past President</i>	Mark LaVigne	Mark LaVigne	Mark LaVigne

	2013-2015	2015-2017	2017-2019
<i>President</i>	Randy Sadler	Thom Nolan	Thom Nolan
<i>Vice-President</i>	Ben Hough	Ben Hough	Martin Boyle
<i>Secretary</i>	Bill Westfall	Brian Hough	Nalena Kennett
<i>Treasurer</i>	Thom Nolan	Bill Westfall	Veronica Duran-Ballen
<i>Member-at-Large</i>	Charles Smith	Lynnette Rodriguez	Charles Smith
<i>Member-at-Large</i>	Emily Vick	Emily Vick	Mark LaVigne
<i>Past President</i>	Mark LaVigne	Randy Sadler	Randy Sadler

	2019-2021	2021-2023	2023-2025
<i>President</i>	Thom Nolan	Randy Sadler	
<i>Vice-President</i>	Mark LaVigne	Mark LaVigne	
<i>Secretary</i>	Kelly Roberts	Kelly Roberts	
<i>Treasurer</i>	Veronica Duran-Ballen	Jennifer Roberts	
<i>Member-at-Large</i>	John Dubose	John DuBose	
<i>Member-at-Large</i>	Brian Graham	Larry Collett	
<i>Past President</i>	Randy Sadler	Thom Nolan	

Scenes From Newington



Neighborhood Pool Facility



Neighborhood Swimming Pool



Newington Plantation Park



Sawmill Branch Trail



Newington Tiger Sharks Swim Team



Yard of the Month Program



Newington Home



Newington Home

Items of Interest For Newington Homeowners

Town Services. The Services section at www.summerville.sc.us contains a wealth of good information for Summerville residents. A few of the frequently viewed items include the following: Code Enforcement, Garbage and Recycling Service, Permitting (building and tree removal permits), and Water & Sewer Service.

Mailbox Posts. If you're replacing a mailbox post, the approved Newington post is available at Berlin Myers Lumber for \$383 plus tax. However, if you want to purchase one directly from a Newington resident who makes them, contact Mark Bacher at 843-810-8443. As of January 2023, his price was \$90 for a single post or \$110 for a post that can hold two mailboxes. Installations are also available.

Covenant Reminders. Residents are reminded to store RVs, trailers, and boats in a garage, in a back yard, or at an off-site storage location. Also, please remember that no exterior structure can be built unless the plans are reviewed and approved by the NPEA Architectural Review Committee. The Town will not issue a permit without a NPEA approval letter.

Lock Your Cars. All Newington residents are encouraged to lock their parked vehicles. It is also strongly recommended to avoid leaving any items of value in your cars (locked or unlocked). These simple precautions can help lessen late-night mischief.

Bushes and Trees. If you have any bushes or tree limbs that overhang sidewalks and roads, or obscure roads or streetlights, please cut them back so they don't become a hindrance. Allowing this situation to develop violates Newington's covenants as well as Town ordinances. If the Town is forced to come out and cut vegetation back, it can result in a severe pruning, so it's best if homeowners do their own trimming before it becomes a problem.

HOA Dues. Association dues are only \$100 a year. This figure continues to be the lowest annual HOA dues requirement in comparable neighborhoods throughout our area. In December, dues reminders are mailed to those homeowners with a current address on file with NPEA's account manager. These reminders are a courtesy, and they are not required by the covenants. On or before January 1, you can mail your \$100 dues (made payable to NPEA) to NPEA, P.O. Box 654, Summerville, SC 29484. Dues can also be paid online at www.npeasc.com. To avoid late charges, payment must be received no later than the end of January. To update your mailing address or to obtain information on your HOA account balance, you can contact NPEA's account manager at: newingtonmanager@gmail.com.

NPEA Meetings. NPEA homeowner meetings are held at least twice a year, so, please try to attend each meeting so you can vote on issues and get important updates on community concerns. Elections are held every two years for all Association Board positions (at the Fall meeting in odd years). The Association is always looking for new participants, so if you want to run for an office or serve on a committee, you are strongly encouraged to do so. Contact any Board member for more information.