

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected not less frequently than on a monthly basis or less infrequently than on an annual basis. In those cases where one Owner purchases two or more Lots, such Owner shall be assessed for each Lot and shall be entitled to one vote for each of said lots. Provided, however, should an Owner elect to construct his residence so as to occupy a portion of not more than two Lots, the assessment shall, upon completion of such construction, be decreased (as to not more than two Lots) and such owner shall thereupon be assessed as having only one Lot, and at such time such Owner's voting rights shall likewise be limited to one vote as to such two Lots. Nothing herein contained shall be deemed to reduce assessments over and above that provided for should a resident occupy a portion of more than two Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of January next following the date of the deed conveying the Common Area to Canebrake Homes Association, Inc. Said deed will be conveyed in April or May of 1978 and the first annual assessment shall therefore be due on January 1, 1979. The Board of Directors shall fix the amount of the assessment in accordance with these By-Laws at least thirty (30) days in advance of each annual assessment period and give written notices thereof to every owner subject thereto. The due dates and method of collection shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Property Exempt from Assessments The following property subject to these By-Laws shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a public authority;
- (b) The Common Area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina.

Section 11. Insurance Associations. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain a board form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses covered by assessment against the Lot Owners. All such insurance coverage shall be written in the name of the Association as Trustee for each of the Lot Owners in the same properties as their undivided interest in the Common Area.

ARTICLE X.

The Architectural Committee as provided for in the Restrictive Covenants, shall be composed of the Board of Directors, or a committee of three (3) representatives appointed by the Board of Directors.

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