

SECTION 4.6. TOWNHOME ASSESSMENTS. The Association is hereby authorized to levy Townhome Assessments equally against all Townhomes subject to assessment under Section 4.1 to fund the Townhome Expenses. The Townhome Assessments shall be established by the Board of Directors by preparation of a budget and assessment of the charges based upon each Townhome Lot's pro rata portion of the Townhome Expenses. Each Owner of a Townhome shall be obligated to pay Townhome Assessments in addition to all other assessments levied against a Townhome Lot as provided in this Article IV. In determining the Townhome Assessment rate per Townhome Lot, the Board may consider any Townhome Assessment income expected to be generated from any additional Townhomes reasonably anticipated to become subject to assessment during the fiscal year.

Due to differing amounts of exposure to the elements and of the factors, some Townhomes may require more maintenance than others. Because it is in the best interest of the Association that all Townhomes be properly maintained, the Association shall be performing its maintenance duties with respect to the Townhomes as provided in Section 5.2(b) herein and shall make a uniform charge among the Townhomes without regard to the actual cost of maintenance of each Townhome. Notwithstanding the foregoing, the Board may, within its sole discretion, allocate the expense of maintenance, repair, and replacement which benefits one ('1) or more, but less than all Townhomes, as a Specific Assessment in accordance with the benefit so received by such Townhomes pursuant to Section 4.5.

Section 5.1

(b) Townhome. The vertical boundaries of each Townhome Lot are as shown on the applicable subdivision plat Recorded in the ROD Office for Charleston County, South Carolina. Each plot of land constituting a Townhome will consist of the land under the footprint of the Townhome and the front, back and side yards, if any. All property within the Community not a part of a Lot will be Common Area maintained by the Association, with the exception of any and all roads which the Declarant dedicates in writing to the public, Charleston County or another appropriate governmental body which formally accepts the maintenance of such roads.

SECTION 5.2 MAINTENANCE ASSOCIATION'S RESPONSIBILITY.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

(i) all Common Area;

- (ii) all landscaping and other flora, structures, and improvements, including any entry features, sidewalks, and bike and pedestrian pathways, if any, situated upon the Common Area;
- (iii) any furnishings, equipment or other personal property of the Association;
- (iv) any irrigation system situated upon the Common Area;
- (v) any landscaping and other flora, sidewalks, bike and pedestrian pathways/trails, if any, buffers, entry features, structures and improvements within public rights of-way within or abutting the Property or upon such other public land adjacent to the Property as deemed necessary in the discretion of the Board; and
- (vi) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

(b) The Area of Common Responsibility shall also include certain portions of the

Townhomes and the improvements thereon, including:

- (i) exterior maintenance of all Townhome dwellings, including, but not limited to, painting, repairing, replacing and caring for the following:
 - (1) roofs (including the roof joists and trusses, crossbeams, roof decking and underlayment, and shingles or other covering and surface materials);
 - (2) gutters and downspouts;
 - (3) exterior walls and surfaces, including the brick, siding, or other building material forming the exterior walls of any dwelling and/or garage (but not including the wood, drywall, plaster or other building material on the inside of any dwelling or garage, and not including foundations and footings below any dwelling or garage);

(4) exterior stoops, landings, railings and steps;

(5) projecting cornices and copings; and

(6) shutters.

(ii) all landscaping and other flora originally installed on a Townhome Lot by the Declarant; provided, however, that the Association shall not be responsible for maintaining any improvements made to the landscaping by or on behalf of any Owner;

(iii) all grass located in the front, rear and side yards of each Townhome; provided however, that the Association shall only be responsible for mowing and edging the grass and further provided that the Association shall not be responsible for maintaining any portion of an Owner's rear yard if the Owner encloses such area with a fence or other enclosure;

(iv) any irrigation system situated upon any portion of a Townhome Lot;

(v) all walkways, driveways, and other paved areas; and

(vi) all mailboxes serving Townhomes.

The Association may, as a common expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community Wide Standards.