

Section 5. "Lot" shall mean and refer to any plot of land covered by these Restrictions with the exception of the Common Area.

Section 6. "Developer" shall mean and refer to Comfortable Mortgages, Inc., its successors and assigns, exclusive of:

- (a) a builder; and
- (b) an owner who acquires title to one or more lots other than as a Builder;

But successors and assigns includes any person who succeeds to the ownership of 50% or more of the lots owned by the Developer as of the effective date of these Restrictions.

Section 7. "Builder" shall mean any person who acquires title to any lot for the purpose of constructing thereon improvements for resale prior to occupancy.

Section 8. "Person" shall include any natural person, partnership, joint venture, corporation or other entity cognizable under the laws of South Carolina.

### ARTICLE III

#### Property Rights

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of of the members has been recorded.

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