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Prepared by and return to:

Cross Reference(s):
- Deed Book 150-Y at Page 60

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD ACRES

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Declaration") is made as of the 29th day of April, 2025 by **Mark III Properties, LLC**, a Delaware limited liability company ("Declarant"). All capitalized terms shall have the meaning set forth in **Article I** or elsewhere in this Declaration.

BACKGROUND STATEMENT

The Declarant is the owner of the Property (defined in Article I) which is in Spartanburg County, South Carolina. Declarant desires to develop a residential community of single-family detached Houses on Lots on the Property along with Roadways and Common Elements for the benefit of the Owners of Lots. This development shall be known as **Arrowood Acres** ("Project"). Declarant further desires to provide for the maintenance of the Common Elements and of the Roadways and therefore desires to subject the Property and this Project to the covenants, restrictions, easements, charges, and liens described in this Declaration.

Declarant has deemed it desirable to create a nonprofit, incorporated association which will be delegated and assigned powers of maintaining and administering the Roadways and Common Elements within the Property, of administering and enforcing the covenants and restrictions created in this Declaration, of levying, collecting and disbursing the Assessments and charges created in this Declaration, and of taking any steps or performing any acts deemed necessary or appropriate to preserve the values of the Lots and to promote the recreation, health, safety and welfare of the Owners of the Lots within the Project.

To accomplish all the foregoing, Declarant initially executed and recorded COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD ACRES which were recorded in the Spartanburg County Register of Deeds office on March 21, 2025, in Deed Book 150-Y at Page 60 (the

"Original Declaration"). Declarant continues to own all of the Property described in the Original Declaration and in **Exhibit A** to this Declaration, and now executes and records this Declaration for the purpose of entirely replacing and superseding the Original Declaration, it being the expressed intention of the Declarant that from and after the recording of this Declaration, the Original Declaration shall be of no further effect and the Property described herein shall be subject only to the terms and provisions of this Declaration (as amended and supplemented from time to time), and not to the Original Declaration.

STATEMENT OF DECLARATION

NOW, THEREFORE, Declarant hereby declares that (subject to certain rights of amendment as hereinafter described) the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and be binding on, and inure to the benefit of, all parties having any right, title or interest in the Property or any part thereof, and the heirs, successors and assigns of all of the foregoing parties.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any supplement or amendment hereto, shall have the following meanings (unless the context shall prohibit):

"Act" shall mean the South Carolina Non-Profit Corporation Act, codified in Title 33, Chapter 31 of the South Carolina Code.

"Additional Land" shall mean and refer to any land that is located within one (1) mile of the perimeter of the Property, as the Property is expanded from time to time as provided in **Article II**.

"Association" shall mean and refer to **Arrowood Acres Homeowners Association, Inc.**, a South Carolina non-profit corporation, organized pursuant to the Act and its successors and assigns.

"Board" or "Board of Directors" shall mean and refer to the executive board of the Association.

"Builder" shall mean and refer to (i) **Lennar Carolinas, LLC**, a Delaware limited liability company, (ii) **SK Builders, Inc.**, a South Carolina business corporation, and (iii) any other person or entity specifically designated as a "Builder" by the Declarant in an amendment to this Declaration, which person or entity takes title to any Lot for the purpose of constructing a House thereon for resale.

"Bylaws" shall mean the bylaws adopted by the Association pursuant to the Act, as they may be amended from time to time. **The initial Bylaws of the Association are attached as Exhibit B to this Declaration**.

"Certificate of Occupancy" shall mean and refer to any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any House on the Property.

"Common Elements" shall mean and refer to all real and personal property leased or owned by the Association and any easements granted to or reserved for the benefit of the Association for the

common use and enjoyment of the Owners. Common Elements shall include any private Roadways and any private alleys that appear on the Plat, if any. "Common Area," Common Open Space" and "COS" are part of the Common Elements. Common Elements shall also include Public Use Areas that are conveyed to the Association as permitted under **Article II, Section 2.3.**

"County" shall mean and refer to Spartanburg County, South Carolina.

"Declarant" shall mean and refer to **Mark III Properties, LLC**, a Delaware limited liability company. It shall also include any person or entity who takes title to any portion of the Property and who is designated to be the Declarant in an instrument recorded in the County Public Registry. "Declarant" shall also include any person or entity who takes title to all or a portion of the Property by virtue of the foreclosure of a mortgage given by the Declarant or any successor Declarant and which encumbers the Property.

"Declarant Affiliate" shall mean and refer to any owner, shareholder, predecessor, successor, subsidiary, officer, member, manager, director, employee, agent, or representative of Declarant.

"Declarant Control Period" shall mean and refer to the period defined in **Article IV, Section 4.4.**

"Declaration" shall mean and refer to this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as it may be amended, supplemented, or extended from time to time.

"Development Rights" shall mean and refer to the rights that are hereby reserved for the benefit of the Declarant to (a) add real estate to the Project as permitted under **Article II**; (b) the right of the Declarant to create, revise and/or define and delineate the boundaries or configuration of any portion of the Property (including, without limitation, the Lots, Common Elements or Limited Common Elements within the Project); (c) the right of the Declarant to subdivide or combine Lots or convert Lots into Common Elements; (d) the right of the Declarant to alter any site plan or master plan for the Project; and (e) the right of the Declarant to withdraw any portion of the Property from the Project and the planned community at any time, all of which rights may be exercised by the Declarant at any time within twenty-five years after the recordation of this Declaration as the Declarant, in its sole discretion deems reasonable, appropriate or warranted.

"House" shall mean and refer to the primary residential dwelling improvement constructed upon a Lot, which improvement is owned by the Owner of the Lot on which it is constructed and is subject to the terms and provisions of the Project Documents.

"Land Holding Company" shall mean and refer to any person or entity designated by the Declarant or any Builder that owns any portion of the Property or the Additional Land for conveyance to the Declarant, Builder, the Association or some other person or entity in connection with the development of the Project and as provided or permitted in contracts or agreements between the Land Holding Company and Declarant or Builder.

"Lot" shall mean and refer to any numbered plot of land appearing on any Plat of the Property which is the site for construction of a House and includes the land and any and all improvements and fixtures thereon.

"Member" shall mean and refer to every individual, corporation, partnership, limited liability company, association, trustee, or other legal entity that is a member of the Association as provided in **Article IV, Section 4.1**.

"Mortgage" shall mean and refer to a mortgage or deed of trust constituting a first lien on a Lot.

"Mortgagee" shall mean and refer to an Institutional Lender holding a Mortgage that has notified the Association in writing of its name and address, and that it holds a Mortgage on a Lot. Upon request, each Owner shall provide the name and address of the then current holder of any Mortgage encumbering Owner's Lot.

"Occupant" shall mean and refer to any person occupying all or any portion of a Lot or any portion of the Property for any period.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot (as defined herein) which is a part of the Property, but excluding Declarant, Builder, any Land Holding Company, and those parties who have such interest merely as security for the performance of an obligation.

"Plat" shall mean and refer to the one or more subdivision maps of the Property recorded in the County public registry from time to time, and any revisions thereof, as well as other subdivision plats of Additional Land subjected to this Declaration from time to time by Supplemental Declaration, and any revisions thereof.

"Project Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, the Bylaws, and the rules and regulations governing the use of the Property, as the foregoing may be amended and supplemented from time to time, and all attachments and exhibits thereto. **The Project Documents shall be recorded as required by South Carolina law**.

"Property" shall mean and refer to the land described in **Exhibit A** and such other land as may be subjected to this Declaration as provided in **Article II** below.

"Public Use Areas" shall mean and refer to any land appearing on the Plat that is reserved for, designated for or dedicated to public use, including, without limitation, road and street rights-of-way, public greenway tracts and public park tracts, whether or not that land is submitted or subjected to this Declaration.

"Rear Yard" shall mean and refer to the area within each Lot bounded by the plane established by the rear façade of the House and the rear and side property lines established on the Plat.

"Roadways" shall mean and refer to the roads, streets, and cul-de-sacs in the Project as shown on the Plat and shall be public or private as designated on the Plat. Private Roadways, if any, shall be maintained by the Association. Public Roadways shall be maintained by the Association until a governmental entity or agency elects, in its discretion, to assume responsibility for Roadway maintenance.

"Special Declarant Rights" shall mean rights reserved for the benefit of the Declarant, including, but not limited to, all rights and powers reserved or granted to the Declarant in this Declaration and the right to complete improvements on the Property, which rights may be exercised by the Declarant at any time during the Declarant Control Period as defined in **Article IV, Section 4.4** as the Declarant, in its sole discretion deems reasonable, appropriate or warranted.

ARTICLE II
EXPANSION OF PROJECT

Section 2.1 Additions by Declarant. Declarant reserves an option, until the twenty-fifth (25th) anniversary of the date of recording of this Declaration, to subject portions of the Additional Land to this Declaration in accordance with provisions of this **Article II**. Declarant may exercise this right within the twenty-five (25) year period specified above, without the consent or approval of the Association, or any other Owner or Mortgagee, by executing and recording a Supplemental Declaration in the manner provided in **Section 2.2** below; provided that, Additional Land that is not owned by the Declarant at the time it is annexed may be subjected to this Declaration only with the consent and approval of all of the owners of that Additional Land.

Section 2.2 Supplemental Declaration. To exercise the right to subject portions of the Additional Land to this Declaration, Declarant shall execute and record a supplement to this Declaration ("Supplemental Declaration"). Any Supplemental Declaration that annexes Additional Land that is not owned by the Declarant shall also be executed by all the owners of that Additional Land. For purposes of this Article, "Supplemental Declaration" shall mean and refer to an instrument recorded in the public registry that annexes land into the Project as provided in **Section 2.1** above and subjects that land to the covenants, terms, provisions contained in this Declaration and which may impose additional or different restrictions and obligations (including assessments) on that land. Any Supplemental Declaration executed and recorded by Declarant shall contain a sufficient legal description of the tract or parcel to be added to the Property and subjected to the Declaration.

Section 2.3 Conveyance of Common Elements. The Common Elements shown on the Plat shall be conveyed to the Association not later than the end of the Declarant Control Period, and shall be conveyed to the Association in good condition and with all property taxes paid through the date of conveyance. Common Elements conveyed may be unimproved or improved. Common Elements may be conveyed prior to the time any or all improvements thereon are completed. Public Use Areas may be conveyed to the Association at any time to be held by the Association as Common Elements pending conveyance to or acceptance by the governmental agency or entity for whose use or benefit it was designated, reserved or dedicated.

ARTICLE III
COMMON ELEMENTS

Section 3.1 Owners' Easements of Enjoyment. Every Owner shall have a perpetual right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to every Lot, subject to the terms of this **Section 3.1**. The foregoing rights shall include, without limitation, a non-exclusive easement over all Roadways for the purpose of vehicular and pedestrian access, ingress, and egress to each Lot. All rights and easements created by this

Section 3.1 shall be deemed appurtenant to each Lot, shall inure to the benefit of each Owner and his tenants, family members, guests, invitees and agents, and are granted subject to the provisions of this Declaration including, without limitation, the following conditions and reservations:

(a) The right of the Association, to mortgage, pledge, or hypothecate any or all its real or personal property as security for money borrowed or debts incurred as permitted under **Section 3.2**;

(b) The right of the Association to take any steps that are reasonably necessary to protect the Common Elements against foreclosure;

(c) The rights of the Association as provided in the Project Documents and the Act, including without limitation, to impose fines and to suspend voting rights, services provided or privileges enjoyed by any Member for any period during which any assessment remains unpaid, or as a result of any infraction or violation of the Project Documents;

(d) The right of the Association, in accordance with the provisions of **Section 3.2**, to dedicate or transfer all or any part of the Common Elements; provided, however, that any dedication or transfer during the Declarant Control Period shall require the written consent of the Declarant;

(e) The easements described in **Article X;**

(f) The right of the Association to establish reasonable rules and regulations for the use of the Property by Members or their tenants, family members, guests, invitees, and agents, as provided in **Article XI**;

(g) Any and all other provisions of this Declaration and the Project Documents; and

(h) The right of the Declarant to exercise Special Declarant Rights and Development Rights during the Declarant Control Period.

The rights and privileges of family, tenants and contract purchasers and guests to use the Common Elements are subject to the following additional conditions and reservations:

(x) Family. The rights and easement of enjoyment granted to every Owner in **Section 3.1** of this Article may be exercised by members of the Owner's family who occupy the House of the Owner within the Property as their principal residence.

(y) Tenants or Contract Purchasers. The right and easement of enjoyment granted to every Owner in **Section 3.1** of this Article may be delegated from the Owner to tenants or contract purchasers who occupy a House within the Property as their principal residence; provided, however, in the event of any such delegation by lease, contract or otherwise, the Owner shall not assert any right or exercise any easement of enjoyment delegated as allowed herein unless and until that delegation terminates.

(z) Guests. The Common Elements may be utilized by guests of Owners, tenants or contract purchasers subject to the rules and regulations of the Association as may be established by the Board from time to time, including, without limitation, rules limiting the number of guests.

NOTWITHSTANDING AND WITHOUT LIMITING THE FORGOING, EVERY OWNER SHALL BE RESPONSIBLE AND LEGALLY LIABLE TO THE ASSOCIATION AND TO EVERY OTHER OWNER FOR THE ACTS AND OMISSIONS OF ANY PERSON OR ENTITY WHO IS PRESENT ON THE PROPERTY AT THE REQUEST OF, WITH THE PERMISSION OF OR WITH THE KNOWLEDGE OR CONSENT OF THE OWNER OR OWNER'S TENANT.

Section 3.2 Title to Common Elements/Transfer or Dedication by Association. Declarant covenants for itself, its successors, and assigns, that it will convey or cause the conveyance of fee simple title to the Common Elements within the Property to the Association as provided in **Section 2.3**. Each such conveyance shall be subject to the rights, restrictions, and easements set forth in this Declaration, including the easements referenced in **Article X**, as well as other public and private access, utility and drainage easements, easements, and rights-of-way. The Association may dedicate or transfer all or any part of the Common Elements if the transfer or dedication is approved by the Declarant during the Declarant Control Period and thereafter by Members who are entitled to vote not less than sixty-seven (67%) percent of the votes in the Association. For purposes of this section, "transfer" shall include giving or granting a mortgage or security interest in all or part of the Common Elements to any person or entity. During the Declarant Control Period, the Declarant may require the Association and the Board to reconvey any portion of the Common Elements previously conveyed to the Association to the Declarant or Declarant's designee at any time and for any purpose, including, without limitation, in connection with Declarant's exercise of Development Rights or Special Declarant Rights or in connection with changes made by the Declarant pursuant to **Section 12.4** herein or to allow for changes, modifications and adjustments to the development plan for the Project.

Section 3.3 Maintenance. Common Elements shall be maintained by the Association as more particularly detailed in **Section 8.1**. Maintenance of the Common Elements shall include maintenance, repair, and reconstruction, when necessary, of all improvements located thereon. Common Elements conveyed to the Association in an unimproved and natural state may be maintained in the same state after it is conveyed to the Association.

Private Roadways, if any, shall be maintained by the Association. Public Roadways, if any, shall be maintained by the Association until a governmental entity or agency elects, in its discretion, to assume responsibility for Roadway maintenance. Maintenance of the Roadways shall conform, at a minimum, to the standard of maintenance (if one is ascertainable) which would be required by the governmental entity or agency having authority over the Roadway. Notwithstanding the forgoing, each Owner shall maintain that portion of the public right-of-way located between the property line of the Owner's Lot and the improved portion of the Roadway adjacent thereto, including, without limitation, all planting strips, but excluding sidewalks, all as more particularly provided in **Article VIII**.

The Association shall not be responsible for the maintenance of any House, Lot or any portion of any Lot or the improvements within the boundaries thereof except as specifically provided in **Section 8.1**. The Owners of such Lots shall be solely responsible for same.

Section 3.4 Reserve Fund(s). The Association may establish and maintain reserve fund(s) for the periodic maintenance, repair and replacement of all or a portion of the Common Elements and/or Roadways and/or to fund unanticipated expenses of the Association and/or to acquire equipment or services as may from time to time be deemed reasonable, necessary or desirable by the Board of Directors. Such reserve fund(s) shall be collected and maintained out of the Assessments, as hereinafter provided in **Article V**. Assessments collected as reserves shall not be considered advance payments of Annual Assessments.

Section 3.5 Request for Governmental Maintenance of Public Roadways. The Declarant and after the termination of the Declarant Control Period, the Association may (but shall not be obligated to) request that the public Roadways be accepted for maintenance by a governmental entity or agency, and should maintenance responsibilities not be accepted by any governmental entity or agency, the Association shall be solely responsible for the maintenance of the public Roadways as well as any private Roadways, if any. **THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCEPTABILITY OF THE PUBLIC ROADWAYS OR ANY IMPROVEMENTS OR FACILITIES THEREON OR ADJACENT THERETO TO ANY GOVERNMENTAL ENTITY OR AGENCY.** In the event the public Roadways are accepted for maintenance by any governmental entity or agency, the Association shall no longer have any obligation for their maintenance, repair or replacement and any public Roadway reserves may be used for general Association expenses or reserves. In the event the public Roadways are not accepted for maintenance by any governmental entity or agency within ninety (90) days after the date on which the public Roadways are submitted by the Declarant for acceptance, the Declarant may transfer and convey the public Roadways to the Association at any time thereafter.

ARTICLE IV
THE ASSOCIATION

Section 4.1 Automatic Membership. The Declarant, Builder(s) and all Owners shall automatically be Members of the Association and shall enjoy the privileges and be bound by the obligations contained in the Project Documents. Ownership of any fee or undivided interest in any Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The Board may make reasonable rules regarding proof of ownership.

Section 4.2 Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. Members shall be entitled to vote only on the issues, questions, actions, and matters which this Declaration, the Bylaws, or South Carolina law require be decided by a vote of the Members.

There shall be three (3) classes of Members with respect to voting rights:

Class A Members. Class A Members shall be all Owners (and, following termination of the Class B Membership and/or Class C Membership, the Declarant and/or Builder, respectively). Class A Members shall be entitled to cast one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the vote for such Lot shall be cast as the Owners thereof among themselves determine, but only one vote may be cast, and that vote shall not be split.

Class B Member. The Declarant shall be the Class B Member and shall be entitled to cast one (1) vote for each Lot owned by Declarant **and** four (4) votes for each Lot owned by a Class A Member at the time any vote is cast. The Class B Membership shall cease, and the Declarant shall become a Class A Member on the happening of any of the following events, whichever occurs first:

(a) When the Declarant executes and records a written instrument in the County public registry terminating the Class B Membership; or

(b) When the Declarant Control Period terminates as provided in **Section 4.4** below; or

(c) On January 1, 2040.

Class C Member(s). Each Builder shall be a Class C Member and shall be entitled to cast one (1) vote for each Lot owned by Builder and four (4) votes for each Lot owned by a Class A Member at the time any vote is cast. A Builder's Class C Membership shall cease, and the Builder shall become a Class A Member on the happening of any of the following events, whichever occurs first:

(a) When the Builder executes and records a written instrument in the County public registry terminating the Class C Membership; or

(b) When the Builder no longer owns (or has the contractual right or option to acquire) any portion of the Property or the Additional Land; or

(c) On January 1, 2040.

Section 4.3 Suspension of Voting Rights. Voting rights attributable to an ownership interest in a Lot shall be suspended, automatically and without requirement of notice or hearing, during any period that the Lot or the Owner thereof is delinquent in the payment of Assessments or is in violation of the Project Documents.

Section 4.4 Control by Declarant. Notwithstanding any other language or provision to the contrary herein, Declarant shall be entitled to appoint and remove any or all members of the Board of Directors of the Association, any officer or officers of the Association and any managing agent for the Association during the Declarant Control Period, all as more particularly provided in the Bylaws. **The "Declarant Control Period" shall commence on the date this Declaration is recorded and shall continue until (i) neither the Declarant nor any Builder or Land Holding Company owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land, or (ii) the date the Declarant, with the written consent of any Builder that owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land, executes and records a written instrument in the County public registry terminating the Declarant Control Period, whichever occurs first.** Upon the expiration or termination of the Declarant Control Period (or upon Declarant's voluntary relinquishment of Declarant's right to appoint and remove directors and officers of the Association, as provided in the Bylaws), a special meeting of the Association shall be called to elect a new Board of Directors which shall undertake the responsibilities of running the Association. Once the new Board is elected, Declarant shall deliver to the Board or the managing agent, the books, accounts, and records, if any, kept by Declarant or the

managing agent on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors, officers and managing agents of the Association as provided in this section.

Notwithstanding anything else to the contrary, Declarant's voluntary relinquishment of Declarant's right to appoint and remove directors and officers of the Association (prior to the expiration or termination of the Declarant Control Period) shall require the prior written consent and joinder of any Builder that owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land at the time the relinquishment is proposed.

Section 4.5 Association to Maintain Books and Records. The Association shall always maintain current copies of all Project Documents, all rules and regulations concerning the Property, as well as its own books, records and financial statements as required by the Act.

Section 4.6 Management and Other Agreements. The Association may be professionally managed and may enter into such agreements for the management, operation and administration of the Project, with the individual, firm or entity that the Association deems appropriate and in the best interest of the Project from time to time. Should the Association enter into a management agreement for the Property as permitted herein, the manager (hereinafter referred to as "Independent Manager") shall obtain and always maintain Fidelity Insurance as provided in **Section 7.1(c)** of this Declaration.

Section 4.7 Liability Limitations. Neither Declarant, nor any Builder, nor any Member, nor the Board, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor any Builder, nor the Association, nor their directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portions thereof or for failure to repair or maintain the same. Neither the Declarant, nor any Builder, nor the Association nor any other person, firm or association making repairs or providing maintenance shall be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action resulting from the performance by the Board of its duties and obligations, excepting for any loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be otherwise indemnified.

Section 4.8 Safety and Security. Each Owner, tenant and occupant of a Lot, and their respective guests and invitees ("Person" or "Persons") shall be responsible for their own personal safety and the security of their property in the Project. The Association may, but shall not be obligated to, maintain, or support certain activities within the Project designed to enhance the level of safety or security which each Person provides for such Person's property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Project, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for

limiting access to the Project, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing each Person that the Association, its Board and committees and the Declarant are not guarantors of security or safety and that each Person using the Project assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

Section 4.9. Association Acceptance of Responsibility for Contracts, Permits, Leases, Infrastructure, Improvements and Facilities; Declarant Power of Attorney. The Association and the Board shall accept (a) assignment of any contracts and/or leases entered into by the Declarant with respect to the Property, (b) responsibility for the operation, repair, maintenance and replacement of infrastructure, improvements and/or facilities constructed and/or installed on the Property, including, without limitation, stormwater management facilities and infrastructure, and (c) the transfer of any permits issued with respect to any such infrastructure, improvements or facilities when and to the extent the transfer of any permit is requested, required or permitted by the Declarant or by any local, state or federal office, agency, department or authority. Infrastructure, improvements, and facilities shall include, without limitation, BMPs, retaining walls, amenities, structures, pools, walls, monuments, trails, streets and roads, landscaping, utilities, and drainage/storm water control systems. The officers of the Association shall immediately execute any documents which are requested or required by the Declarant or by any government authority or agency or which are necessary to facilitate and memorialize (a) the assignment of contracts and leases entered into by the Declarant with respect to the Property to the Association, (b) the Association's acceptance of repair, maintenance and replacement responsibilities and/or (c) the transfer of permits to the Association as provided for herein. THE ASSOCIATION SHALL BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR DAMAGES INCURRED OR SUSTAINED BY THE DECLARANT AS A RESULT OF ANY DELAY OR FAILURE BY THE ASSOCIATION OR ITS OFFICERS TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION 4.9, INCLUDING, WITHOUT LIMITATION, ANY ATTORNEYS' FEES INCURRED BY THE DECLARANT AS A RESULT OF ANY SUCH DELAY OR FAILURE.

Without limiting the rights of the Declarant or the obligations of the Association under this section, the **DECLARANT SHALL HAVE THE POWER AND AUTHORITY TO EXECUTE ANY SUCH DOCUMENTS IN THE NAME OF THE ASSOCIATION AND AS ITS AGENT AND ATTORNEY-IN-FACT SHOULD THE ASSOCIATION OR ITS OFFICERS AND DIRECTORS FAIL OR REFUSE TO DO SO.** The Declarant may also request and require that the officers and directors of the Association (including those appointed by the Declarant during the Declarant Control Period) execute, deliver and/or record powers-of-attorney or other written authorizations confirming the authority of the Declarant to act as the agent and attorney-in-fact of the Association as provided herein. The rights, powers and authority granted to the Declarant under this section may be exercised by the Declarant at any time and shall not be limited to the Declarant Control Period.

ARTICLE V
OPERATION OF THE PROPERTY AND ASSESSMENTS

Section 5.1 Adoption of Budget; Creation of Lien and Personal Obligation for Assessments. The Board shall, from time to time and at least annually, prepare and adopt a proposed

budget for the Project, determine the amount of expenditures payable by the Owners to meet the proposed budget ("Common Expenses") and allocate and assess Common Expenses among the Owners, as provided in this **Article V**. The Common Expenses shall include such amounts as the Board deems necessary for the operation and maintenance of the Property and shall include, without limitation, amounts for purposes set forth in **Section 5.2**, amounts for permitted reserves and such amounts as may be necessary to make up any deficit for outstanding Common Expenses for any previous year.

(a) During the Declarant Control Period, the proposed budget shall be approved by the Declarant and Builder(s) without any further vote, approval or consent from the Board or the Members.

(b) After the termination of the Declarant Control Period, the Board shall mail or electronically deliver a summary of the proposed budget and a notice of a meeting to consider ratification of the budget to all Members. Such ratification meeting shall be held not less than ten (10) nor more than sixty (60) days after the budget summary and notice are mailed or electronically delivered. There shall be no requirement that a quorum be present at the meeting. The proposed budget is ratified unless, at that meeting, a majority of all the Members in the Association vote to reject the proposed budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board as provided herein. Should circumstances warrant an amendment or change in the budget during any calendar year, the Board shall formulate a revised budget and submit that budget to the Members for ratification as provided herein.

Any surplus funds remaining after payment of or provision for Common Expenses shall be retained by the Association and held as reserves for the payment of future Common Expenses as the Board of Directors, in its sole discretion, deems appropriate.

Each Owner of any Lot or portion of the Property (but neither Declarant nor any Builder), by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges of the Association, (2) Supplemental Annual Assessments, (3) Special Assessments, and (4) Special Individual Assessments (collectively, "Assessments"), such Assessments to be established and collected as hereinafter provided. Each Assessment, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal financial obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title (other than as a lien on the Lot) unless expressly assumed by them. **DECLARANT AND BUILDER(S) SHALL BE EXEMPT FROM ALL ASSESSMENTS RELATING TO ANY PORTION OF THE PROPERTY.**

Section 5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and other residents of the Property to the fullest extent authority or responsibility is granted to the Association hereunder including, and without limiting the generality of the foregoing, for: (i) the leasing, improvement, maintenance and operation of the Common Elements including, without limitation, that specified in **Section 3.3** and **Section 8.1**; (ii) the repair and maintenance of Lots to the extent the Association is required to repair and/or maintain Lots or improvements thereon under **Section 8.1**; (iii) provision of services and facilities devoted to this purpose and related to the use and enjoyment of the

Common Elements, including but not limited to maintenance and landscaping; (iv) payment of insurance premiums for the insurance policies maintained by the Association in accordance with the Project Documents; (v) payment in connection with the street lights (if any) or other utilities serving the Property; (vi) payment of management fees to a property manager in accordance with **Section 4.6**; (vii) the employment of attorneys, architects, accountants and other professionals to represent or assist the Association deemed necessary or appropriate by the Board; (viii) the cost of utilities and fuel used in operating facilities in the Common Elements; (ix) the maintenance and upkeep of all Roadways in the Property as provided in this Declaration; (x) for reserves as permitted in **Section 3.4**; (xi) the payment of charges and fees due and owing under any Bulk Service Contract(s) entered pursuant to **Section 6.4**; and (xii) to carry out all other purposes and duties of the Association and/or the Board as provided in the Project Documents.

Section 5.3 Payment of Annual Assessments; Due Dates and Maximums. Each Owner of a Lot shall pay to the Association Annual Assessments as hereinafter set forth.

(a) Annual Assessments provided for herein shall commence as to any Lot as of the date of the conveyance by Declarant or Builder to an Owner of such Lot. The Annual Assessment for the first year in which a Lot is subject thereto shall be prorated based upon the number of days remaining in the applicable billing period from the date of such conveyance. The Annual Assessment amount for each and every year shall be an amount set by the Board of Directors, in accordance with the terms of this **Article V**. Annual Assessments shall be due and payable either in full and in advance or in installments as determined by the Board. Except as expressly provided herein below with respect to Annual Assessments during the Declarant Control Period, the Board shall fix the amount of the Annual Assessment as to each Lot for any calendar year and shall send written notice of the amount and due date of each installment of such Annual Assessment to each Owner at least thirty (30) days prior to the due date for payment of the assessment or the first installment thereof; provided, however, the failure of the Association to send, or of an Owner to receive, such notice shall not relieve any Owner of the obligation to pay Annual Assessments. The Declarant shall not be obligated to pay Annual Assessments in any year except with Declarant's prior written approval. Notwithstanding the foregoing, for calendar years beginning during the Declarant Control Period, Declarant shall fund the Annual Expense Shortfall (defined below) with direct payments to the Association, documented loans to the Association or any combination of direct payments and documented loans that the Declarant, in its sole discretion, deems appropriate. For purposes of this Section, "Annual Expense Shortfall" shall mean the amount by which the annual expenses of the Association (excluding any reserves) exceed the total amount of the Annual Assessments paid by Owners other than the Declarant. Notwithstanding anything else to the contrary, no Builder shall be required to repay any portion of any loan(s) made by the Declarant to defray the Annual Expense Shortfall hereunder.

(b) For calendar years beginning during the Declarant Control Period, the Annual Assessment amount for each year shall be the amount set by the Declarant (with the consent of any Builder(s) owning any portion of the Property). **Annual Assessments during the Declarant Control Period shall not be subject to any maximum, nor shall they require the consent or approval of any Owner or Member.**

(c) For calendar years beginning upon or after the termination of the Declarant Control Period, Maximum Annual Assessment and Annual Assessment amounts shall be set as follows:

(i) The Maximum Annual Assessment for the first calendar year beginning on or after the termination of the Declarant Control Period shall be equal to the amount of the actual Annual Assessment set and established by the Board as provided in Subsection (a) above for the preceding year plus ten percent (10%). In each subsequent calendar year, the Maximum Annual Assessment may be increased by the Board (without any vote of or approval from the Members) by an amount equal to the previous year's Maximum Annual Assessment times ten percent (10%).

(ii) The Maximum Annual Assessment applicable to each Lot may be increased above the amount set forth in Subparagraph (i) of this **Section 5.3(c)** by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

(iii) The Board shall levy an Annual Assessment applicable to each Lot based on the budget ratified as provided in **Section 5.1**. The Annual Assessment levied by the Board shall not exceed the Maximum Annual Assessment established as provided in and modified pursuant to Subparagraphs (i) and (ii) of this Subparagraph (c). If the Board levies an Annual Assessment which is less than the Maximum Annual Assessment for any calendar year and later determines during that calendar year that any of the responsibilities, duties or functions of the Association cannot be fully funded by the Annual Assessment levied, the Board may levy a Supplemental Annual Assessment, provided that the sum of the Annual and Supplemental Annual Assessments in any year is consistent with the ratified budget, as modified or changed, and does do not exceed the applicable Maximum Annual Assessment for that year as established and provided in this Subparagraph (c).

(d) With respect to any Lot conveyed by Declarant or Builder to an Owner, the purchaser of such Lot shall pay to the Association at closing the amount of the Annual Assessment for the installment period in which the closing occurs on such Lot, prorated based upon the number of days remaining in such installment period. With respect to any Lot conveyed by any Owner (and not by Declarant or any Builder), the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

(e) During the Declarant Control Period, and notwithstanding anything else to the contrary, all Annual Assessments levied by the Association must be approved by the Declarant and any Builder(s) owning any portion of the Property at the time the Annual Assessment is levied.

Section 5.4 Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy a special assessment ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Elements improvements which are not originally constructed by Declarant or (ii) the reconstruction, repair or replacement of the Common Elements, including any improvements located thereon or improvements on Lots which the Association is expressly required to repair and maintain under **Section 8.1**, if any, provided that:

(a) **Neither Declarant nor any Builder shall be obligated to pay any Special Assessments.**

(b) During the Declarant Control Period, and notwithstanding anything else to the contrary, Special Assessments need only be approved by the Declarant and any Builder(s) owning any portion of the Property at the time the Special Assessment is levied.

(c) After the termination of the Declarant Control Period, all Special Assessments must be approved by Members holding at least sixty-seven percent (67%) of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 5.5 Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board shall have the power to levy a special assessment applicable to any particular Owner(s) ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Elements, including any improvements located thereon, which is occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear, (ii) for payment of costs incurred by the Association to bring any Lot into compliance with the Project Documents, or (iii) for payment of fines, penalties or other charges imposed against any particular Owner related to such Owner's failure to comply with the terms and provisions of this Declaration or the Project Documents as permitted and provided for in **Section 14.3**. The due date and payment terms (if any) for any Special Individual Assessment levied shall be fixed by the Board. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due. **Neither Declarant nor any Builder shall be obligated to pay any Special Individual Assessment.**

Section 5.6 Allocation of Assessments and Common Expense Responsibilities. Except as provided herein, Annual Assessments, Supplemental Annual Assessments and Special Assessments levied by the Association shall be assessed equally to and against all Lots, excepting and excluding Lots owned by the Declarant or Builder. Notwithstanding the forgoing, the Board of Directors, in its discretion, may assess any Common Expense or portion thereof benefiting fewer than all the Lots to and against the Lot or Lots benefitted. Special Individual Assessments shall be assessed to and against the Lot(s) owned by the Owner(s) against whom they are levied.

Section 5.7 Effect of Nonpayment of Assessments; Remedies of the Association. If any Assessment, or installment thereof, is not paid within thirty (30) days after its due date, the Board may, at its option and without further notice, declare the entire unpaid Assessment immediately due and payable. Unpaid Assessments shall bear interest from and after the due date at the rate of eighteen percent (18%) per annum, not to exceed, however, the maximum rate permitted by law. In addition, the Association may impose a charge for late payment of any Assessment up to but not exceeding $45.00 per month, which late charge may be imposed once in any month during which any Assessment, interest, late charge or other previous charge (or any portion thereof) remains unpaid. The Association shall also be entitled to recover fees and penalties for returned checks as permitted by law and any administrative/collection service fees charged to the Association by its management company or any third party agent providing collection services. Interest, late charges, administrative/collection service fees, returned check fees as well as reasonable attorney fees and costs shall be added to and collectible with and in the same manner as Assessments. Assessments levied and late charges, administrative/collection service fees, interest, returned check fees, attorney's fees and costs allowed herein shall be the personal obligation of each Owner and a continuing lien upon the Owner's Lot. The Association's lien shall be superior to all other liens and encumbrances on the Owner's Lot, except for (a) liens for ad valorem taxes, (b) liens for all sums unpaid on a Mortgage, or (c) liens for all sums on any mortgage to Declarant duly recorded in the County public registry and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

The Association may enforce Assessment obligations as permitted by law, including, without limitation, by filing and foreclosing a claim of lien in the same manner as a mortgage and/or by bringing an action at law against the Owner personally obligated to pay the assessment. Each Owner, by his acceptance of a deed to a Lot, expressly grants to and vests in the Association and its agents the right and power to file a claim of lien and to bring such action or foreclosure. Foreclosure may be accomplished in an action brought in the name of the Association in the same manner that a foreclosure of a mortgage would be brought or as otherwise provided by law, and each Owner grants to the Association the right to foreclose any such charge or lien. The Association, acting on behalf of the Owners, shall have the power to bid on any Lot and to acquire, hold, lease, mortgage and/or convey the same. **NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON ELEMENTS, BY REJECTION OF ASSOCIATION SERVICES, OR BY ABANDONMENT OF HIS LOT.**

During any period in which an Owner is in default in the payment of any installment of an Assessment levied by the Association, the voting rights of the Owner in the Association, the Owner's right to the use of the Common Elements and/or any other services, privileges or facilities which are provided by the Association (except the right of access to the Owner's Lot) are automatically suspended without the necessity of any notice, hearing or other formal process until such Assessment and all related fees and charges are paid in full. During any period in which an Owner is in default in the payment of any installment of an Assessment levied by the Association, the Board may also notify the owner and holder of any Mortgage of a delinquency relating to the Lot encumbered by that Mortgage.

Section 5.8 Exempt Property. The following parts of the Property shall be exempt from assessment by the Association: (a) the Roadways; (b) portions of the Property owned by the Declarant, any Land Holding Company, any Builder or the Association; and (c) any part of the Property dedicated to and accepted by any public or governmental authority (the recording of this Declaration shall in no way be deemed a dedication of, or an offer to dedicate, any part of the Property to any such authority).

Section 5.9 Voluntary Conveyance; Estoppels. Except as provided in **Section 5.8**, the lien for Assessments of the Association created in this **Article V** shall not be affected by any conveyance of a Lot and shall remain a continuing charge on that Lot and a continuing lien which may be foreclosed as provided in **Section 5.7**. Any grantee in a voluntary conveyance of any Lot shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments due the Association with respect to the Lot and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in that statement.

Section 5.10 Capital Contribution Payable by Transferees. In addition to assessments and other charges payable as provided in this Declaration, the buyer/transferee of any Lot (other than a Builder or Land Holding Company) shall pay a capital contribution directly to the Association (and not to any third-party) at the time of closing. The capital contribution shall not be prorated. Capital contributions not paid at closing may be collected and enforced by the Association in the same manner as assessments under **Article V**. The capital contribution may be used for any lawful Common Expenses of the Association, including to defray unforeseen or unbudgeted expenses of the Association, or to acquire equipment and/or services deemed necessary or desirable by the Board for the common use and benefit of the Association and its Members, and not otherwise inconsistent with

this Declaration or applicable law. During the Declarant Control Period, the amount shall be set by the Declarant, with the consent of any Builder(s), provided, however, that the capital contribution during the Declarant Control Period shall not exceed the amount of the Annual Assessment levied by the Association for the year in which the capital contribution is collected. After the termination of the Declarant Control Period, the amount shall be set by the Board, in its sole discretion, and may be changed by the Board from time to time but shall not exceed the amount of the Annual Assessment levied for the year in which the transfer occurs. **Notwithstanding the foregoing, all transfers to a Builder, Land Holding Company or successor declarant are exempted and excluded, and no Builder, Land Holding Company or successor declarant shall be required to pay any capital contribution to the Association.**

Section 5.11 Fee Based Services and Access Authorized. The Association may, in its discretion, charge user fees for services or access to portions of the Common Elements and may establish terms and conditions for payment of those user fees. User fees charged shall be in addition to Assessments levied and payable under this Article.

Section 5.12 Payments by Owners. In the event a payment is tendered that is less than the total due and owing by the Owner to the Association, the partial payments shall be applied to oldest charges owed first whether those charges are assessments, fines, interest, late charges or other fees or charges authorized by law or in the declaration and regardless of any request or designation made by the Owner at the time the payment is made. At any time an Owner fails to pay all amounts due and owing on or before the date payment is due, the Association may, in its discretion, reject and return payments that are insufficient to pay the balance due in full and/or may require that payments thereafter be made in certified funds or other form.

ARTICLE VI
UTILITIES

Section 6.1 Water System. Every Lot shall be connected to a public utility water system. **Private wells may not be drilled or installed on any Lot for any purpose.**

Section 6.2 Sewage Disposal System. Every Lot shall be connected to and served by a private septic sewage disposal system. Private septic sewage disposal systems shall be approved by and be constructed and maintained in accordance with all the rules and regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction thereof. Each private septic sewage disposal system shall be maintained by the Owner of the Lot served by that system, and the Association shall have no maintenance or other responsibilities for any private septic sewage disposal system.

Section 6.3 Street Lighting. Declarant may install or contract with any public utility and/or private street lighting provider to install and operate street lighting within the Project ("Street Lights"). All costs incurred in connection with the installation, operation, maintenance, and replacement of Street Lights shall be paid as part of the Common Expenses of the Association. Declarant may enter into contracts, agreements and/or leases for the acquisition, installation, maintenance and/or operation of the Street Lights in its name or in the name of the Association, as the Declarant, in its sole discretion, deems appropriate. Declarant may require the Association to pay any upfront or initial costs or expenses incurred or, in its sole discretion may advance payment of some or all of those costs in

exchange for a promissory note obligating the Association to repay amounts advanced by the Declarant upon such terms as the Declarant, in its sole discretion, deems reasonable. Contracts, agreements and/or leases executed by and between the Declarant and any public utility, person or entity to provide, install, operate, serve, maintain or replace Street Lights may be assigned by the Declarant to the Association at any time without the consent or approval of the Association or its Board of Directors. At the time any contracts, agreements and/or leases are assigned by the Declarant to the Association, the Declarant may require the Association to reimburse for any cost or expenses incurred in connection with the Street Lights by the Declarant prior to the assignment.

Section 6.4 Bulk Services and Bulk Service Contract(s). The Declarant or the Association may contract with third persons or entities for the provision of bulk services to the Project for the benefit of the Owners, including, without limitation, trash collection, telephone, internet, and broadcast television services, as the Declarant or the Board of Directors of the Association, acting in its or their sole discretion, deem reasonable and appropriate from time to time ("Bulk Service Contract(s)"). Payments due and owing under any Bulk Service Contracts shall be paid using Assessments levied and collected as provided in Article V hereof and no Owner shall be permitted to exempt him/herself from any such Assessment by non-use of or refusal to accept any services which are contracted for in any Bulk Service Contract.

Bulk Service Contracts for the Project may be entered into in the name of the Declarant or in the name of the Association. Bulk Service Contracts entered into in the name of the Declarant may be assigned (in whole or in part) by the Declarant to the Association at any time, and such assignment or partial assignment shall not require the consent or approval of any other person or entity, including, without limitation, the Association's Board of Directors, any officer of the Association and/or any Owner.

Each Owner acknowledges that interruptions in services provided pursuant to Bulk Service Contracts will occur from time to time. Declarant and the Association shall not be liable for, and shall not be obligated to provide any Owner or other person with any compensation, or refund, rebate, or offset of any applicable fee(s) or Assessment, as a result of any interruption in services, regardless of whether or not such interruption is caused by reasons which are within the Association's or the service provider's control.

Notwithstanding anything else to the contrary, Declarant is expressly authorized to contract for, to receive and to retain direct compensation from the provider of any service(s) provided pursuant to any Bulk Service Contract. Declarant's right to compensation hereunder shall be perpetual and no provision in any Bulk Service Contract or other agreement which provides for such compensation to Declarant shall be cancelled, abridged or modified in any way in the absence of Declarant's prior written consent thereto.

ARTICLE VII
INSURANCE AND RECONSTRUCTION

Section 7.1 Association Insurance. The Association shall procure and maintain, or cause to be maintained, insurance in accordance with the following provisions:

(a) Property and Casualty Insurance. The Association shall obtain and maintain at all times a policy or policies of property insurance covering all Common Elements and all improvements located thereon in an amount not less than one hundred percent (100%) of the replacement cost of such improvements at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the costs of land, excavation, paving, foundations and other normally excluded items. The Association shall only be required to provide Property and Casualty Insurance covering the Roadways and improvements thereon (i) during any period that the Association is responsible for maintaining the Roadway or (ii) if the Roadways are private. Said insurance may provide for coinsurance by the Association of not greater than twenty (20%) percent and/or may include commercially reasonable deductibles (including percentage loss and/or fixed dollar deductibles) as the Board, acting in its sole discretion, determines are reasonable and appropriate from time to time. The Board shall, at least annually, review the insurance coverage required herein and determine the current replacement cost of such improvements, including, without limitation, fixtures, personal property and supplies. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement and (if reasonably available) shall contain the following provisions:

(1) standard "Agreed Amount" and "Inflation Guard" endorsements;

(2) construction code endorsements if the Common Elements becomes subject to construction code provisions which would require changes to undamaged portions of any building thereby imposing significant costs in the event of partial destruction of such building by an insured peril;

(3) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents tenants and invitees;

(4) a provision that the coverage will not be prejudiced by the act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control; and

(5) a provision that coverage cannot be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association (i) without prior demand in writing that the Association cure the defect, and (ii) the allowance of a reasonable time thereafter within which the defect may be cured.

(b) Liability Insurance. The Association shall obtain and maintain a policy of commercial general liability insurance in such limits as the Association may, from time to time, determine, covering each member of the Board, the Independent Manager, if any, and each Owner with respect to liability arising out of the operation, use, ownership, maintenance, or repair of the Common Elements. The liability insurance policy shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner, and shall provide that it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and to all additional insureds. The Board shall review such limits annually.

(c) Fidelity Insurance. The Association shall procure and maintain, or cause to be maintained, a policy or policies of insurance coverage to protect against dishonest acts on the part of officers, directors, volunteers and employees of the Association and any other persons who handle or are responsible for the handling of funds of the Association. Any Independent Manager shall also acquire and maintain fidelity insurance as required herein and under **Section 4.6**. Any such fidelity insurance policy must name the Association as the named insured and shall be written in an amount as may be determined by the Board, but in no event less than one-half (1/2) the total Annual Assessments levied during the previous year plus the total of all reserve funds, if any.

(d) Other Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain and maintain in effect such other insurance coverages as the Board shall determine from time to time to be desirable, including, without limitation, directors and officers liability insurance.

(e) Insurance Unavailable. In the event the insurance described in Subsections (a) through (c) is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent by United States first class mail to all Owners. For purposes of this subsection, insurance will be deemed "not reasonably available" if the cost of that insurance is prohibitive considering the Association's budget and available resources. In the event the Association determines any such insurance to be "not reasonably available," it shall take reasonable steps to obtain insurance for the benefit of the Association and the Owners which is as closely equivalent to the insurance coverage required in Subsections (a) through (c) that is reasonably available.

Section 7.2 Premiums and Deductibles. Premiums upon insurance policies purchased by the Association, and any amounts paid as a result of a deductible applicable to such policies, shall be paid by the Association as a Common Expense of the Association, provided, however, that deductibles and/or expenses paid or incurred by the Association as a result of the negligent or intentional act or omission of any Owner, or that of his agents, guests, invitees or family members, shall be charged to and paid by the Owner as a Special Individual Assessment pursuant to **Section 5.5**. All such premiums shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies.

Section 7.3 General Standards. All insurance policies maintained by the Association under this **Article VII** shall be written with a company or companies licensed to do business in the State of South Carolina. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, the Association's authorized representative who has the authority to negotiate losses under any policy providing such insurance may be named as an insured.

Section 7.4 Insurance Proceeds. The Association shall use the net proceeds of property and casualty insurance to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of property and casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment or Special Individual Assessment, as appropriate under the circumstances, to cover the deficiency.

Section 7.5 Owner's Property. By virtue of taking title to a Lot within the Project, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot or any House or other property located thereon. Neither the Association nor Declarant shall be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, tenants, guests or invitees, located on or used at the Common Elements or for any damage or loss to any personal property of any Owner, his family, tenants, guests or invitees located on or used at the Common Elements. Except as specifically provided herein, each Owner shall be solely responsible for his Lot including, without limitation, the House and all other improvements thereon, and his personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

Section 7.6 FNMA, FHA or VA Insurance Requirements. Notwithstanding any other provision contained in this Article or this Declaration, the Association is authorized to obtain and maintain insurance sufficient to satisfy the insurance requirements of the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") and the Veteran's Administration ("VA") applicable to the Project, as those requirements and standards may be modified or changed from time to time.

ARTICLE VIII
MAINTENANCE OF PROPERTY

Section 8.1 Maintenance by Association. The Association shall be responsible for the operation, maintenance and repair of the Common Elements as provided in **Section 3.3**. In addition, the Association shall be responsible for the maintenance and repair of all Roadways until they are accepted for maintenance by a governmental entity or agency. Notwithstanding any references or notations appearing on the Plat, the Association shall only be responsible for the maintenance of easements located on the Common Elements except to the extent the Association is assigned maintenance responsibility for easements on Lots in this Declaration. Notwithstanding the foregoing, the Association shall not be responsible for the maintenance or repair of damage caused, in whole or in part, by the negligent or intentional act or omission of any Owner, or that of his agents, invitees, guests or family members and any costs or expenses incurred by the Association for such maintenance or repairs shall be the responsibility of that Owner and may be charged to that Owner as a Special Individual Assessment under **Section 5.5**.

Notwithstanding anything else to the contrary, the Association shall have no obligation to repair or maintain any portion of any Lot or any House or other improvement located thereon except as follows:

(a) The Association shall be responsible for maintaining **the improvements and facilities located within the storm water and public drainage easements** which appear on the Plat or are established as provided in **Section 10.6** which serve portions of the Property other than Lot on which they are located. The Association's repair responsibility under this subsection shall include all pipes, culverts and catch basins installed on a Lot and within an established easement that serve portions of the Property other than the Lot on which they

are located, including any settlement or subsurface collapse that occurs as a result of a failure of any component or improvement which is part of the storm water management or public drainage system.

(b) Except as provided otherwise herein, the Association shall maintain, repair, and replace all **retaining walls** constructed by the Declarant or Builder anywhere on the Property, including the Lots, as well as all the surfaces, foundations, structures, and improvements which are part of or provide support for the walls ("Retaining Walls"). The costs and expenses incurred by the Association to maintain, repair and/or replace the Retaining Walls shall be Common Expenses. The Declarant reserves and grants to the Association an easement which extends 15' from the sides/faces and the ends of each Retaining Wall located on the Property ("Retaining Wall Easement") for the purpose of allowing the Declarant and/or the Association to maintain, repair, or replace each Retaining Wall when necessary. No Owner, occupant, guest, or invitee shall in anyway interfere with or hamper the Declarant and/or the Association or their employees, contractors, successors or assigns in maintaining, repairing, or replacing the Retaining Walls. Declarant also reserves and grants to the Association an easement over the Property, including all Lots, for the purpose of providing access to the Retaining Walls and the Retaining Wall Easements reserved and granted herein.

(c) The Association shall maintain all **sidewalks** constructed on the Property, including those located on Lots (but excluding walkways and driveways located on and intended to serve a Lot), unless and until the responsibility for maintaining the sidewalks is assumed and accepted by a governmental entity or agency.

Section 8.2 Maintenance by Owners. The Owner of any Lot (but neither Declarant nor any Builder) shall maintain at such Owner's sole cost and expense, (i) the Lot(s) owned by such Owner, including the House and any other improvements located thereon, (ii) the area between any Lot line and the paved or improved portion of any public Roadway right of way adjacent to the Lot(s) (including any vegetation, landscaping and street trees but excluding the sidewalks) and (iii) all easements located on the Lots in compliance with the covenants, conditions and restrictions contained in this Declaration (including, without limitation, the minimum Lot maintenance standards described below); provided, however, that Owners of Lots shall have no responsibility for the maintenance of their Lot or the House or improvements constructed thereon or the adjacent public Roadway right-of-way to the limited extent that specific maintenance and repair responsibilities are expressly assigned to the Association in this Declaration.

To the extent required pursuant to the Project Documents, each Owner shall comply with the following minimum Lot maintenance standards:

(a) Prompt removal of all litter, trash, refuse and waste;

(b) Prompt removal of trash, refuse, debris and weeds from all lawns, shrub beds, improved natural areas and landscaping;

(c) Full and continuous compliance with all governmental health and police requirements;

(d) Pruning of all trees and shrubs at least once every six (6) months in order to keep vegetation neatly and evenly trimmed;

(e) Mowing of all lawn and all turf areas for which Owner is responsible, if any, so that grass does not exceed four (4) inches in height;

(f) Regular watering of the Lot to keep lawn and vegetation alive;

(g) All exterior lighting and mechanical facilities must be kept in working order at all times;

(h) Prompt removal and replacement of any diseased, dead or dying plants, turf, shrubs, or trees (regardless of size);

(i) Prompt repair of cracked, broken, or damaged areas in parking areas and driveways and prompt removal of vegetation from parking areas and driveways;

(j) Prompt repainting, refinishing, and/or repair of any part of the exterior of the House and all other improvements on the Lot that fades, chips, cracks, peels, discolors or otherwise deteriorates;

(k) Prompt repair or replacement of any damage to the House and all other improvements on the Lot. If any House or other improvement on a Lot is damaged or destroyed by fire or other casualty, then the Owner of the Lot on which the damaged House or improvement is situated must repair and restore such damage or, in the alternative, remove the damaged House or improvement and restore the Lot to its condition existing prior to the construction of such House or improvement within six (6) months following the date such damage or destruction occurs;

(l) Maintenance of all portions of the Lot which are not improved by an impervious surface or a structure with approved turf, vegetation, or groundcover;

(m) Barren earth shall not be exposed anywhere on a Lot;

(n) Prompt repair or replacement of any exterior building surface or component on the House or any other improvement on the Lot, which is missing, broken or otherwise in a state of disrepair;

(o) Items to enhance the outdoor usability of a House, or items used to decorate a House, shall not have obvious missing parts, be broken, or otherwise be in a state of disrepair and must be immediately repaired or removed from sight until repaired. Examples of such items would be outdoor furniture, flower planters, patio umbrellas, banners, flags, and holiday decorations; and

(p) Decks or other natural wood improvements, such as pergolas and arbors, shall not have any unprotected exposed wood.

Any requirement that an Owner must take "prompt" action shall be understood to require that the Owner take the required action within ten (10) days after the Association mails written notice of the need for the required action to the Owner at his/her address of record with the Association.

If an Owner of any Lot has failed in any of the duties or responsibilities of such Owner as set forth herein, then the Board and/or Declarant may give such Owner written notice of such failure and such Owner must perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner as described herein within ten (10) days after receiving such notice. Notice shall be deemed to have been received upon deposit in an official depository of the United States mail, addressed to the party to whom it is intended to be delivered, and sent by certified mail, return receipt requested or when sent by email to the Owner's email address. Provided, however, this cure period may be extended for a time not to exceed sixty (60) days so long as the Owner shall have commenced action to cure and diligently pursues completion of the same. If the Owner fails to cure the nonconformity or violation within the period specified, the Declarant and/or the Association may enter the Lot and cure the nonconformity or violation, and all costs and expenses incurred by the Declarant or the Association may be charged to the Owner and against the Lot as a Special Individual Assessment pursuant to **Section 5.5**. The Association's rights under this paragraph are in addition to the Association's power and authority to impose administrative fines and to suspend voting rights, privileges and/or services for violations as provided herein and in **Article XIV**.

In the event the Association incurs costs or expenses in connection with the investigation of conditions which require maintenance or repair and it is determined that the repair and maintenance needed is the responsibility of the Owner, the Association may recover those investigatory costs and expenses from the responsible Owner as a Special Individual Assessment.

ARTICLE IX
ARCHITECTURAL AND LANDSCAPING CONTROL

Section 9.1 General. No Improvements (as defined in **Section 9.5** below), including, without limitation, site preparation on any Lot, change in grade, drainage, or slope of any Lot, or erection, alteration or addition to or of any building situated upon the Property, erection of, or changes or additions of or to fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot, shall be commenced, erected, installed or maintained on any portion of the Property or be changed, modified, altered, enlarged or expanded until: (a) the Reviewer (as defined herein) has received and reviewed the plans and specifications therefor and the location, materials, size and design of such Improvements and has given its **written approval** in accordance with the terms, requirements and procedures set forth in this Article and any Architectural and Landscape Guidelines. In addition to any standards established pursuant to this Declaration, Declarant may establish or apply other or different architectural and landscaping control standards, guidelines, and restrictions regarding various Phases or sections of the Property. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PROVISIONS OF THIS ARTICLE IX SHALL NOT APPLY TO THE CONSTRUCTION OF ANY IMPROVEMENTS COMMENCED, ERECTED, MODIFIED, OR MAINTAINED BY DECLARANT OR ANY BUILDER ON ANY PART OF THE PROPERTY.**

Approval of an Improvement may be conditioned upon commencement and/or completion within specified periods or by specified dates. If no specific period is specified, every Improvement

must be commenced within six (6) months of the date approved and if not, a new written approval must be requested and obtained as provided herein.

Section 9.2 Designation of the Reviewer

(a) During the Declarant Control Period and Before Release. During the Declarant Control Period, the Reviewer shall be the Declarant and/or persons appointed, from time to time, by Declarant. Control of architectural and landscaping issues and decisions shall remain vested in Declarant until the Declarant releases in writing its right to review some or all architectural or landscaping requests with respect to one or more of the Lots and allows some or all architectural or landscaping requests submitted thereafter to be reviewed by the Board or the Architectural Review Board ("ARB") as provided for in subsection (b) below. The Declarant may revoke any prior release of its right to review architectural or landscaping requests, in whole or in part, at any time during the Declarant Control by giving written notice of revocation to the Board or the Architectural Review Board. Nothing herein shall require the Declarant to release its Reviewer status with respect to any Lot prior to the termination of the Declarant Control Period, it being the Declarant's right to act as the Reviewer with respect to all of the Property unless and until the Declarant elects to release its Reviewer status and rights in writing as permitted herein

(b) After the Declarant Control Period or After Release. After the Declarant Control Period ends, the Board shall act as Reviewer unless the Board appoints, in its discretion, an Architectural Review Board ("ARB") for that purpose. The ARB, if appointed, shall be composed of at least three (3) and not more than seven (7) individuals, the exact number of members of the ARB to be designated from time to time by the Board.

The decision of the Reviewer shall be final and binding in all respects. In the case of decisions made by the Board or ARB acting as Reviewer, all such decisions shall be by majority vote. In its capacity as Reviewer, neither the Board nor the ARB shall be required to observe corporate formalities and may informally vote on and/or make decisions, whether electronically or otherwise, on requests submitted; provided, however, that a written record shall be made of decisions made on requests submitted.

The members of the ARB need not be Owners. In the event of the death or resignation of any member of the ARB, the Board shall have full authority to designate and appoint a successor. Members of the ARB may be removed and replaced at any time, with or without cause, and without prior notice, by the Board.

Section 9.3 Professional Services. Notwithstanding anything contained herein to the contrary, the Reviewer shall have the right, power and authority to employ and/or use the services of any architects, engineers, attorneys or other professionals as it deems necessary or advisable, in its sole discretion, to carry out the duties and obligations of the Reviewer as described in this **Article IX**; provided, however, that any expenditures for professional services after the termination of the Declarant Control Period or after Release shall be approved in advance by the Board. Professional fees for services requested by and rendered to the Reviewer may be taxed to the Owner submitting a request and if unpaid, shall become a Special Individual Assessment enforceable as provided in **Section 5.5**.

Section 9.4 Architectural and Landscape Guidelines.

(a) The Reviewer may, from time to time, publish and promulgate architectural and design guidelines (the "Architectural Guidelines"). The Architectural Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended to be a guide to assist Owners in preparing and submitting applications, plans, specifications, and supporting information for proposed Improvements and as a reference to assist the Reviewer in reviewing applications, plans, specifications, and supporting information for proposed Improvements, excluding only landscape Improvements, which are addressed in **Section 9.4(b)** below. The Architectural Guidelines may set out, among other things, the procedures for submission, review and approval of plans and specifications for the construction of non-landscape Improvements to and by the Reviewer. The Reviewer is authorized to request the submission of samples of proposed construction materials. **To the extent standards, requirements, methods, and procedures are established in the Architectural Guidelines, they shall be binding upon and must be complied with by all Owners and their contractors and sub-contractors and shall be assumed to be incorporated into any written approval issued pursuant to this Article unless expressly varied in writing by the Reviewer. The Architectural Guidelines may be revised and amended at any time by the Reviewer, in its sole discretion.**

(b) The Reviewer may, from time to time, publish and promulgate landscape guidelines (the "Landscape Guidelines"). The Landscape Guidelines shall be explanatory and illustrative of the general intent of the landscaping of the Property and are intended as a guide to assist Owners in preparing and submitting applications, plans, specifications, and supporting information for proposed Improvements and as a reference to assist the Reviewer in reviewing applications, plans, specifications, and supporting information for proposed Improvements. The Landscape Guidelines may set out, among other things, the procedures for submission, review and approval of landscape plans and specifications to the Reviewer. In addition, the Landscape Guidelines may establish approved standards, methods and procedures for landscaping, landscape management and landscape maintenance in the Property, including removal of trees. **To the extent standards, requirements, methods, and procedures are established in the Landscape Guidelines, they shall be binding upon and must be complied with by all Owners and their contractors and sub-contractors and shall be assumed to be incorporated into any written approval issued pursuant to the provisions of this Article unless expressly varied in writing by the Reviewer. The Landscape Guidelines may be revised and amended at any time by the Reviewer, in its sole discretion.**

(c) The Reviewer is also hereby authorized to publish and promulgate from time to time, and to revise and amend at any time, in its sole discretion, construction and/or installation rules to be followed by all Owners, contractors and installers performing work or constructing or installing Improvements (including landscape Improvements) on the Property.

(d) The Architectural Guidelines, the Landscape Guidelines and the construction and installation rules shall herein collectively be referred to as the "Architectural and Landscape Guidelines" or the "Guidelines." The Reviewer may issue and amend the Architectural and Landscape Guidelines from time to time and may publish and promulgate different Architectural and Landscape Guidelines for different Phases, sections, or portions of the Property. **The Guidelines shall be recorded as required by South Carolina law.**

Section 9.5 Definition of "Improvements". The terms "Improvement" or "Improvements" shall mean and include the House and any and all changes or additions that are made to a Lot or that

are attached or affixed to a Lot, including, without limitation: (i) all structures and buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, etc.); (ii) exterior lights and illumination; (iii) roofed structures; (iv) parking or paved areas; (v) fences, including "invisible" fencing; (vi) pet "runs," lines and similar tethers or enclosures; (vii) walls; (viii) irrigation equipment, apparatus and systems; (ix) landscaping (including cutting of trees), hedges and mass plantings; (x) poles; (xi) driveways; (xii) ponds, lakes and other water features; (xiii) changes in grade or slope; (xiv) site preparation; (xv) swimming pools, hot tubs and Jacuzzis; (xvi) recreation equipment including, without limitation, tennis courts, tree houses, basketball goals, skateboard ramps and other sports or play apparatus; (xvii) signs, flags and banners, and the poles and structures from which they are hung or flown; and (xviii) changes in any exterior color, design or shape. Antennae and satellite dishes one meter or less in diameter are specifically made subject to regulation and restriction to the fullest extent permitted under the Telecommunications Act of 1996, as amended. The forgoing definition includes both original Improvement(s) and all later changes or additions to Improvement(s). The definition does not, however, include the replacement or repair of Improvement(s) previously approved by the Reviewer, provided that such replacement or repair does not change any exterior color, material, design or appearance from that which was previously approved by the Reviewer.

Section 9.6 Enforcement/Construction Compliance Deposit.

(a) The architectural control provisions contained in this Article (or in any Supplemental Declaration(s), if any) are to facilitate control of the architectural design, construction, installation and placement of all Improvements and landscaping, to establish quality standards for construction, installation and related activity in the Project, and to help preserve property values within the Project. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Project and to Declarant, and to the values of their respective properties in the Project, a monetary measure of which harm and damage would be difficult to establish. Accordingly, the Association shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this **Article IX** and to enforce rulings and decisions of the Reviewer by a proceeding at law and/or in equity against the person or persons violating or attempting to violate any such provision, ruling or decision and/or through an administrative action as permitted under **Article XIV** hereof, including the possible imposition of fines or suspension of rights and/or privileges as provided therein. Declarant hereby specifically reserves and grants unto the Reviewer, the Board and any agent or member thereof, the right of entry and inspection upon any portion of the Property for the purpose of determining whether there exists any Improvement which is not approved or which violates the terms of any approval given by the Reviewer, the terms of the Architectural and Landscape Guidelines or the Project Documents.

(b) The Reviewer may require Owners to deliver a Construction Compliance Deposit to the Association in an amount up to but not exceeding Two Thousand Five Hundred Dollars ($2,500.00) to secure and insure compliance by such Owner with the Project Documents, the conditions and stipulations set forth in any approval given, the Architectural and Landscape Guidelines and all applicable laws, ordinances, regulations and other governmental requirements. In the event of a violation or breach of any of the forgoing, the Association may apply all or part of the Construction Compliance Deposit to compensate the Association for any loss or damage sustained, to reimburse the Association for any expense incurred (including, without limitation, expenses for Roadway repair under **Section 11.14**), and to pay any duly levied fine(s) or to pay assessments under **Section 5.5**. The

Owner posting the deposit shall be notified of the Association's application of any portion of the deposit as permitted herein. Any unapplied portion of the deposit remaining at the time construction is fully complete and all requirements have been fully satisfied shall be returned to the person or entity from whom it was received.

(c) As to any nonconforming or unapproved Improvements, the Association may require any Owner to restore such Owner's Lot and/or Improvements to the condition existing prior to the construction or installation thereof (including, without limitation, the demolition and removal of any unapproved Improvements) if such Improvements were commenced or constructed in violation of this Article. In addition, the Association may, but has no obligation to, cause such restoration, demolition and removal to be performed and to levy the amount of the cost thereof as a Special Individual Assessment against the Lot or portion of the Property upon which such unapproved or nonconforming Improvements were commenced or constructed. In the event that it becomes necessary for the Association to file a civil action or to resort to any private dispute resolution process, to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy any violation of this Article, the Association shall be entitled to recover any court costs, attorneys' fees and expenses incurred by the Association and/or the Reviewer in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the Lot or other portion of the Property upon which such Improvement was commenced or constructed.

Section 9.7 Failure of Reviewer to Act. WRITTEN APPROVAL AS SPECIFIED IN THIS ARTICLE SHALL BE REQUIRED IN EVERY CASE. No failure or delay by the Reviewer to approve or disapprove any plans and specifications and other submittals or to reject them as being inadequate or unacceptable shall be deemed or construed to be an acceptance or approval thereof. No verbal or oral statement or representation by any person or entity shall bind the Board, the Association, or the Reviewer. Further, the Reviewer has no right or power to waive or grant any variances relating to any Use Restrictions in **Article XI** or other mandatory requirements specified in this Declaration or any Supplemental Declaration, if any. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Reviewer may take no action with respect to the same or may reject them as being inadequate or may approve or disapprove them in part, either conditionally or unconditionally, and reject or approve the balance.

Section 9.8 Variances. Subject to the limitations set forth herein and in the preceding section and upon submission of a written request, the Reviewer may, from time to time and in its sole and unfettered discretion, permit Owners to construct, erect or install Improvements which are at variance with architectural or landscaping requirements or provisions that might be otherwise applicable. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of standards, restrictions and requirements herein set forth. A written request for a variance shall be deemed to be disapproved unless and until the Reviewer has expressly approved the request in writing. Neither the Reviewer nor any member or agent thereof shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from all other such requests. The action of or decision by the Reviewer with respect to any variance request shall not estop or prevent the Reviewer from taking different action or rendering a different decision on any variance request subsequently received. The grant of a variance to any Owner shall not constitute a waiver of the Reviewer's right to strictly enforce any covenant, restriction and/or standard against any other Owner. **Nothing herein shall authorize the Reviewer to grant a variance with respect to**

the Use Restrictions set forth in Article XI or other mandatory requirements specified in this Declaration or any Supplemental Declaration, if any.

Section 9.9 Limitation of Liability. Neither the Reviewer nor any member or agent thereof shall be liable for any claims, causes of action or damages (except where occasioned by willful misconduct of such Member) arising out of services performed or decisions made pursuant to this **Article IX**. Neither the Reviewer, nor the members thereof, nor the Association, nor Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove, any plans and specifications. The approval of plans and specifications by the Reviewer shall not be deemed or construed as a representation or warranty of the Reviewer, the Association, the Declarant, or any officer, director, member, employee, agent or affiliate of any of them, (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations or (ii) as to the structural soundness, quality, durability, suitability, safety, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications, and any responsibility or liability therefor is hereby expressly disclaimed. Every person who submits plans and specifications, and every Owner, agrees that he will not bring any action or suit against Declarant, the Association, the Reviewer, the Board, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, waives, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

ARTICLE X
EASEMENTS

Section 10.1 Use of Common Elements. Subject to any limitation or restriction set forth in this Declaration (including rules and regulations made or amended under **Section 11.27**), Declarant declares that the Common Elements are subject to a perpetual nonexclusive easement in favor of Declarant, Builder(s), the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Elements for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Elements, any conveyance or encumbrance of such areas is subject to this easement.

Section 10.2 Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, any Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and

quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

Section 10.3 Right of the Association and Declarant to Enter Upon the Common Elements. Declarant hereby reserves, for the benefit of itself, any Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, an easement for ingress, egress and access to enter upon or over the Common Elements for the purposes of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Elements now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter re-designated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association, any Builder or the Declarant to maintain, repair, or construct improvements which an Owner is required to maintain, construct or repair.

Section 10.4 Easement for Encroachments. Declarant hereby reserves, for the benefit of itself, any Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, and for the benefit of the Owners and Occupants of Lots, easements for encroachments, to the extent necessary, in the event any portion of the improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easements for encroachment shall include easements for the maintenance and use of the encroaching improvements in favor of Declarant, Builder, the Association, the Owners and all their designees.

Section 10.5 Easements Appearing on the Plat. Declarant hereby reserves, for the benefit of itself, any Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors, and assigns, any and all easements shown on the Plat, if any; provided, however, that the Association shall have no responsibility for the maintenance of any such easements except to the extent maintenance of the easement is expressly made the responsibility of the Association in this Declaration.

Section 10.6 Additional Easements for Utilities and Drainage. Declarant, prior to the conveyance of the Common Elements to the Association, and the Association (at any time thereafter) may grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace pipes; ducts; sewer lines; water lines; gas mains; telephone and television or cable television wires, cables and equipment; electrical conduits; and wires over, under, along and on any portion of the Common Elements or within the Roadways. Utilities purposes shall include, without limitation, lighting, irrigation, drainage, storm water management and solid waste disposal services and purposes. Further, the Association may grant such permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful in the discretion of the Board for the purpose of maintenance and operation of the Project. Notwithstanding the foregoing, no sewer lines, electrical lines, water lines or other utilities may be

installed or relocated on the Property except as initially approved by Declarant or thereafter approved by Declarant or the Board.

Additionally, Declarant hereby reserves, for the benefit of itself, any Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, a non-exclusive easement and right-of-way over, under and along (i) a ten (10) foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property, (ii) a ten (10) foot strip of land adjacent to and around the perimeter of the buildings on the Property, and (iii) all easements appearing on the Plat and described in **Section 10.5** above, for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, septic system, sanitary sewer and drainage facilities, storm drainage and/or other utilities, if any.

Section 10.7 Declarant's Right to Assign Easements; Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any improvements in such areas, which are not expressly to be maintained by the Association or a public authority or utility, shall be maintained continuously by the Owner of such Lot or other portion of the Property.

Section 10.8 Easement for Construction Purposes. Declarant and Builder(s) shall have full rights of ingress and egress to and through, over and about the Property during such period as Declarant or Builder is engaged in any construction or improvement work on or within the Property. Declarant and Builder(s) shall further have an easement for the purpose of the storage of materials, vehicles, tools, and equipment which are intended to be utilized in such construction. No Owner nor any guests or invitees, shall in any way interfere with or hamper Declarant, any Builder or any of their respective employees, successors, agents or assigns in connection with any such construction. Declarant also reserves (for Declarant's own benefit and the benefit of any Builder), an easement over the Property, including all the Lots, for purposes of satisfying and/or complying with any directions or requests of any governmental entity with respect to the Property.

Section 10.9 Right of Access. Every Owner grants a right of access to his Lot to the Declarant, Board and any other person authorized by the Declarant or Board (including, without limitation, the Independent Manager) for the purpose of making inspection of or correcting any condition originating in his Lot and for the purpose of performing installations, alterations or repairs to any portion of the Common Elements adjoining his Lot; provided, however, that such any such entry shall be requested in advance and be made at a time reasonably convenient to the Owner, except in the case of an emergency where no request shall be required and entry may be made at any time.

Section 10.10 Reserved Easements for Declarant and Builder. Each deed from Declarant to the Association conveying all or any part of the Common Elements shall be made subject to and be deemed to include non-exclusive reserved easements in favor of Declarant and any Builder for the purpose of pedestrian and vehicular access to and from all Roadways, for the use of the utility facilities (such as sewer and water mains and metering facilities) installed by Declarant in connection with its initial development of the Property, for the installation, operation, repair and replacement of additional utility facilities, and for the creation, installation, maintenance, repair or replacement of signage (whether related to the Project, any other project of Declarant or for any other purpose). Any such

easements may be transferred, conveyed, or assigned by the Declarant to other persons or entities by the recordation of a written instrument in the County public registry.

In addition, Declarant and Builder shall have an easement over the entire Property for the purpose of complying with the requirements, rules, or regulations of any federal, state, or local government office, entity, board or agency, including, without limitation, any requirement that the land or any structures, improvements or obstructions located thereon be constructed, reconfigured, altered or removed. To the extent the Declarant or any Builder exercises the rights and authority reserved herein, such Declarant or Builder shall not be liable to the Association, any Owner or any other person or entity for trespass, conversion or based on any other legal claim or theory. The easement rights and authority reserved herein shall terminate and expire three (3) years after the termination of the Declarant Control Period.

Section 10.11 Easements Over Lots to Perform Maintenance. The Association shall have an easement over each Lot for the purpose of performing the maintenance responsibilities assigned to the Association in this Declaration, if any.

Section 10.12 Emergency Access. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and all similar persons to enter upon the Property or any portion thereof which is now or hereafter may be made subject to this Declaration in the performance of their respective duties. The Association and its agents shall also have the right to enter the Lots and any improvements located thereon for the purpose of making any emergency repairs or replacements.

Section 10.13 Signage Easement. Declarant reserves to itself and any Builder a perpetual easement over the Common Elements for the installation of signage promoting the development and sale of the Property or promoting the development and sale of any of Declarant's other properties developments or communities.

Section 10.14 Easements for Bulk Services Infrastructure. Declarant hereby reserves, for the benefit of itself, Builder, and the Association (and each of their respective authorized agents, employees, lessees, invitees, designees, successors and assigns), a perpetual easement over, across, under and through all of the Property, including, without limitation, the Lots, for the purpose of constructing, installing, repairing and maintaining any and all wires, conduit, cables, equipment and infrastructure of any type which is required in connection with the provision of Bulk Services to the Property pursuant to any Bulk Service Contract(s), as defined in **Article VI** hereof.

ARTICLE XI
USE RESTRICTIONS

Section 11.1 Residential Use Only. Each Owner shall use his Lot for residential purposes only and shall not permit his Lot to be used in any unlawful manner. The maximum number of residents for any Lot shall not exceed any maximum that applies to the Lot pursuant to any applicable governmental requirement, regulation, ordinance, or statute. For purposes of this Section, a person shall be presumed to be a "resident" in the Lot if they occupy the Lot overnight for ten (10) consecutive days or for fourteen (14) days during any sixty (60) day period. Residency may otherwise be established by the Board by the totality of the circumstances. To the extent permitted by law, any

Owner may use his Lot as a home office, provided, however, that such home office use (a) shall be ancillary to the residential use of the Lot, (b) does not generate any additional pedestrian or vehicular traffic to or from any Lot or the Common Elements, and (c) does not cause any disturbance of other Owners, residents or occupants of the Property. In addition, Declarant and Builder shall have the right to use any portion of the Property as a sales office, construction office, storage areas, model Lot, or similar facility in connection with its development of the Property during the Declarant Control Period.

Without limiting the foregoing, no Lot or any portion of the Property shall be used for or as a "Residential Institution" except to the extent such use is expressly required to be allowed by law. For purposes of this paragraph, a "Residential Institution" shall mean and refer to a nursing home, child care center, boarding house, "half-way house," dependent living facility, adult care center, adult care home, family child care home, group home, residential day care, house of detention, reform school, asylum, or institution of a kindred character, or any structure to house, provide a residence for, or be occupied by three or more persons, unrelated by blood, marriage or adoption on a temporary or permanent basis.

Section 11.2 No Fly Zone. The operation of Unmanned Aircraft Systems (UAS) and Unmanned Aerial Vehicles (UAV), commonly known as drones, is prohibited anywhere within the Property and within the air space above the Property from the surface to 500 feet above ground level ("No Fly Zone"). No person or entity shall launch, land or fly any UAS or UAV within the No Fly Zone nor shall any person or entity use a UAS or UAV for the purpose of photographing or surveillance of any person without that person's written permission. No person shall request or solicit a UAS or UAV flight into or within the Property for any purpose, including the delivery of goods or services. Each separate flight and each photograph taken without authorization shall constitute a separate violation of this section. Notwithstanding the foregoing, the Board of Directors may establish and amend rules and regulations regarding UAS and UAV operations within the No Fly Zone and/or issue general or specific licenses to Members, occupants, guests or outsiders allowing UAS and UAV operations within the No Fly Zone established herein.

Section 11.3 Care and Maintenance. Each Owner shall: (a) maintain the Lot, the House and all improvements thereon as required by **Section 8.2**; (b) permit no unsafe, unsanitary or hazardous conditions in or on his House and Lot; (c) comply with any and all obligations imposed upon Owners by applicable building and housing codes; and (d) neither deliberately nor negligently destroy, deface, damage or remove any part of any House or Lot or the Common Elements, or knowingly permit any person to do so. If an Owner fails to comply with the standards or requirements of the Association relative to maintenance after written notice to do so, the Association shall have the right to undertake the necessary maintenance or repairs at the expense of the defaulting Owner, as provided in **Section 8.2**. For purposes of this section, "Lot" shall include all easements granted to or reserved for the Declarant or the Association during any period that neither the Declarant nor the Association are using them or exercising their rights in or over them.

Section 11.4 HVAC Equipment. No air conditioning or heating equipment or apparatus shall be installed on the ground in front of or attached to any front wall of any House on a Lot.

Section 11.5 Exterior Lighting. Exterior lighting on Lots shall be subject to the applicable requirements and limitations in the Guidelines. Night lighting of recreational facilities on Lots is not permitted except to the extent expressly allowed by the Reviewer. All exterior lighting that is approved shall be configured, positioned and directed (i) so that bulbs are not visible from any point outside the

boundaries of the Lot where the lighting is installed, and (ii) so that they do not cast light beyond the boundaries of the Lot where the lighting is installed.

Section 11.6 Fences and Walls. Except as expressly allowed in this **Section 11.6** or in the Architectural Guidelines, no fence or wall (including those consisting of planted hedges, rows or similar landscape barriers) shall be erected, placed, or maintained on any Lot unless and until it is approved by the Reviewer under **Article IX.** No perimeter fence or wall shall be erected on any Lot closer to the street or Roadway than the rear back corner of the House or the side street setback for corner Lots. All perimeter fencing shall be either (i) black picket fencing in decorative metal only, four feet (4') to five feet (5') in height with the spacing between fence pickets not less than one and one-half inches (1 ½"), with all pickets installed on the exterior, or (ii) wooden "Charleston" style privacy fencing which does not exceed six feet (6') in height, provided, however, that such privacy fences shall be permitted only on Lots 1-30; 50-59; 102-114; and 120-132, as shown on the Plat. No perimeter fence or wall shall be erected on any berm of dirt which was placed on side or rear Lot line by the Declarant or Builder. However, the Reviewer under **Article IX** has the right to approve a fence location variance on any Lot due to the unique characteristics of the Lot as provided in **Section 9.8.** This **Section 11.6** shall not apply to fencing installed by the Declarant or Builder on a model home Lot or approved by the Declarant or Builder for installation on a model home Lot. No fence or wall shall be erected, placed, or installed in any location or manner that impacts, impedes, or hinders the flow of surface water. CHAIN LINK, SHADOWBOX AND SPLIT RAIL FENCES ARE EXPRESSLY PROHIBITED.

Section 11.7 Mail and Newspaper Boxes; House Numbers. The Declarant, in its sole discretion, may require that mail will be distributed in the community using shared, cluster mailboxes. The design, type, appearance, and location of the shared, cluster mailboxes shall be as specified and approved by the Declarant. The design, type, appearance and location of mailboxes and newspaper boxes on Lots adjacent to the Roadway (if approved and allowed by the Declarant) must be approved in writing by the Reviewer under **Article IX**. House numbers may be displayed on the House only as approved by the Reviewer under **Article IX**.

Section 11.8 Accessory Structures and Materials. No residence or building of a temporary nature, including a construction trailer, shall be erected or allowed to remain on any Lot. Nor shall any tent, shed, barn, carport, garage, utility building, or storage building be erected on any Lot or attached to any building or structure (except as part of the original construction on the Lot by Declarant or Builder). Provided, however, nothing herein shall prohibit Declarant or Builder from erecting or moving temporary buildings onto Lots owned by Declarant or Builder to be used for storage, or for construction or sales offices.

Section 11.9 Sight Line Limitations. To the extent that governmental requirements do not impose a stricter standard, no fence, wall, hedge, tree, shrub or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above Roadways shall be placed or permitted to remain on any corner Lot within the triangular areas shown on the Plat as "Sight Triangles." The same sight line limitations shall apply on any Lot within the triangular areas formed by (i) the lines that run from the point of intersection of (a) the edge of a Roadway's pavement and (b) the edge of the pavement of the driveway on such Lot for a distance often (10) feet along such Roadway pavement away from such driveway pavement, (ii) the line that runs from said point of intersection for a distance often (10) feet along such driveway pavement away from such Roadway pavement, and (iii) the straight line that connects the ending points of the lines described in the foregoing clauses (i) and (ii).

No tree shall be permitted to remain within such triangular areas unless it is continuously maintained at an appropriate height to prevent any obstruction of sight lines.

Section 11.10 No Subdivision of Lots. No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant during the Declarant Control Period or the consent of the Board thereafter; provided, however, Declarant reserves the right to combine, subdivide or change the size, boundaries or dimensions of any Lot or Lots owned by Declarant for any reason at any time.

Section 11.11 Restricted Activities in Common Elements. There shall be no disturbance or obstruction of, nor any cutting of vegetation, dumping, digging, filling, destruction, or other waste upon the Common Elements. Nor shall anything be kept, stored, altered, constructed, planted, or removed therein without the prior written consent of the Declarant during the Declarant Control Period or the consent of the Board thereafter. The Declarant, Association and all Owners shall strictly comply with any applicable restrictions or regulations that require portions of the Property to remain undisturbed or that subject any portion thereof to tree preservation, BMP and buffer requirements prohibiting or restricting any activities within those areas. Each Owner shall be liable to the Association and/or Declarant for any damage to any Common Elements caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees. Provided, however, the provisions in this paragraph shall not apply to Declarant or Builder in connection with Declarant's or Builder's development or construction activities on the Property or to the Association in connection with Association's activities in discharging its duties and responsibilities.

Section 11.12 Recreational and Other Equipment. No recreational equipment including, but not limited to, basketball backboards and hoops, swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation shall be attached to the exterior of any House or otherwise placed or kept on any Lot, except in the Rear Yard and as approved by the Reviewer. Provided, however, that non-portable (i.e., permanent or fixed) basketball goals, backboards and hoops may be placed/installed at other locations if and as allowed in the Guidelines or by the Reviewer. All basketball poles, goals, backboards and hoops must be permanent and affixed to the ground in an approved location. Moveable or portable basketball poles, goals, backboards and hoops and all trampolines of any type are expressly prohibited. Children's play toys and other moveable equipment of any type (such as lawn mowers, garden tools, etc.) shall be kept in the garage or the Rear Yard except when in use. Notwithstanding any of the foregoing, all recreational equipment shall be screened so as not to be visible from any Roadway, and all screening used must be approved by the Reviewer.

Section 11.13 Vehicles, Parking and Storage.

(a) No vehicles, trucks, vans, cars, trailers, or equipment of any type may be parked on any Common Element parking area within the Property between 9:00 p.m. and 7:00 a.m. No vehicle of any size which transports flammable or explosive cargo may be parked or kept within the Property at any time. No vehicle that is not in a condition to be normally operated or that does not have a current registration and inspection sticker may be stored or situated on any Lot for more than thirty (30) days unless stored in an enclosed garage.

(b) Commercial-use vehicles and trucks not involved with construction activity on the Property which have a carrying capacity and/or size designation greater than or equal to three-fourths

(3/4) of one ton (except 3/4 ton "dually" pick-up trucks which are expressly exempted from this sentence) shall not be permitted to park anywhere on the Property between 9:00 p.m. and 7:00 a.m. except inside of an enclosed garage. Notwithstanding anything else to the contrary, (i) commercial vehicles used as the primary source for transportation to and from work are permitted and (ii) the Board may grant other waivers or exemptions from this requirement as it, acting in its sole discretion, deems reasonable and appropriate.

(c) The Owner of each Lot will be responsible for providing on such Owner's Lot a sufficient paved parking area for all vehicles normally parked and/or situated on or regarding such Lot. No vehicle, trailer or equipment of any type shall be parked other than on a paved driveway or parking areas approved by the Reviewer.

(d) No recreational vehicles or related equipment, including any boat, houseboat, trailer, motor home or "camper" vehicle may be maintained, stored, or kept on any portion of the Property, except in enclosed garages.

(e) Garage doors shall remain closed at all times except during times of ingress or egress.

(f) No construction office trailers may be placed, erected, or allowed to remain on any Lots during construction, except as approved in writing by the Reviewer under **Article IX**. Other construction vehicles (trucks, vans, cars, construction equipment, equipment trailers, etc.) may be parked or placed on the Property (including any Lot or Roadway) only in accordance with such rules as may be established by the Board.

(g) Unlicensed, non-electric equipment or vehicles shall not be operated on the Property; provided, however, lawnmowers, lawn equipment and lawn and garden tractors are permitted. Owner shall provide the Association, upon request, with documentation verifying the licensing of non-electric vehicles or equipment.

(h) Association shall have the right to tow, disable, or remove any vehicle, trailer, or equipment of any type which is parked, stored, or kept on any part of the Common Elements in violation of this **Section 11.13** without notice or warning.

(i) Notwithstanding anything else to the contrary, the provisions of this **Section 11.13** shall not apply to Declarant or Builder, nor to any of their respective contractors, subcontractors, vendors, suppliers or other persons present on the Property at the request of or to provide services for the benefit of the Declarant, Builder or the Association.

11.14 Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed House or other Improvement shall be permitted to exist on any Lot except during such reasonable time period as is necessary for completion. All construction must be completed within six (6) months after the date upon which it is commenced, unless a longer time is approved by the Declarant or the Reviewer under **Article IX**. Any damage to the Roadways, curbs or sidewalks or any part of the Common Elements or any utility system caused by an Owner or by an Owner's contractor or his subcontractors shall be repaired by the Declarant and/or the Association, and the Owner and Owner's builder shall be jointly and severally responsible for the payment of all costs and expenses thus incurred and the cost thereof may be recovered as a Special Individual Assessment against the

Owner. These costs and expenses may also be paid from the Construction Compliance Deposit required pursuant to **Section 9.6(b)**. Any builder of Improvements (with the exception of the Declarant and Builder) and his subcontractors on any portion of the Property shall keep such portion of the Property free of construction debris, in accordance with the construction rules established by the Reviewer under **Article IX** or, in the absence of such rules, in accordance with standard construction practices. The Board may levy a Special Individual Assessment against an Owner's property in the Project to pay for the cost of repairing any damage to Roadways, curbs or sidewalks or any part of any Roadway, Common Elements, or utility system, to pay for the cost of cleaning public and private areas, including the Roadways in the Project, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or his subcontractors during the construction of Improvements. These costs and expenses may also be paid from the Construction Compliance Deposit required pursuant to **Section 9.6(b)**. Notwithstanding anything else to the contrary, the requirements of this **Section 11.14** shall not apply to the Declarant or Builder.

Section 11.15 Restricted Activities in Roadways. No Owner shall alter any portion of a Roadway or place anything within a Roadway. Any changes made shall be corrected and any items placed, constructed, or installed in violation of this section shall be removed immediately at the request of the Declarant or the Association. All costs and expenses incurred by the Declarant or the Association as a result of a violation of this section by any Owner shall be charged to that Owner as a Special Individual Assessment.

Section 11.16 Restricted Activities in Easements. No structure, planting or other material shall be placed or permitted to remain in, upon, or within any easement shown on the Plat or provided for in **Article X** that could (i) damage or interfere with the installation, operation, maintenance or use of utilities or improvements located thereon; (ii) change the direction or flow of drainage channels; (iii) retard, obstruct or reverse the flow of water; alter or interfere with an established slope ratios; or (iv) create erosion within any easement shown on the Plat or provided for in **Article X**. All costs and expenses incurred by the Declarant or the Association as a result of a violation of this section by any Owner shall be charged to that Owner as a Special Individual Assessment. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Reviewer under **Article IX**, over such easements.

Section 11.17 Offensive Activity and Nuisance. No unlawful, noxious or offensive trade or activity shall be conducted upon any Lot, or in the Common Elements, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner as determined by the Board of Directors, in its sole and absolute discretion, or which may endanger the health or safety of any Owner or other person on the Property. The Board may more specifically regulate, restrict, or prohibit such conduct by and through rules and regulations adopted as provided in **Section 11.27**.

Section 11.18 Noise and Disorderly Conduct. No Owner shall engage in any disorderly conduct on the Property, or cause or allow any disturbance, including, but not limited to, shouting, singing, or playing any musical instruments, radio, stereo, or television, in a manner that unreasonably disturbs any other Owner. The Board may more specifically regulate, restrict, or prohibit such conduct by and through rules and regulations adopted as provided in **Section 11.27**.

Section 11.19 Rubbish. All rubbish, trash, garbage, junk, and other waste shall be kept temporarily in sanitary containers within each Lot and removed at least weekly from the Property. All

trash containers or other equipment for storage or disposal of such waste shall be kept in a clean, odor-free and sanitary condition and, except on the days and during the periods established by the Board from time to time when containers may be moved to a designated location for pickup, all trash containers shall be kept (i) in the garage, or (ii) within an enclosure which has been approved by the Reviewer and which is located either in the Rear Yard or in the side yard of the Lot immediately adjacent to the rearmost right or left corner of the House. In no event shall any trash container be allowed to remain in the location designated for pick-up more than 24 hours before or 24 hours after the scheduled pick-up date.

Section 11.20 Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except for domesticated dogs, domesticated cats, and other household pets that are expressly permitted in writing and in advance by the Board of Directors ("Pets"). The number of Pets shall not exceed three (3) Pets per Lot, except for newborn offspring of Pets which are under six (6) months. No Pets may be kept or bred for any commercial purposes. Pit bulls (whether purebred or mixed-breed) and rottweilers (whether purebred or mixed-breed) are prohibited and may not be present or kept on the Property at any time. Furthermore, no savage or dangerous Pets, as determined by the Board in its sole discretion, may be present or kept on the Property. All permitted Pets shall be controlled so as not to create noise that is audible on the Property and outside the Lot where the permitted Pet is kept between the hours of 9 p.m. and 7 a.m. All Pets must be housed within the boundaries of their owner's Lot, and no Pet shall be permitted or found on the Property (other than on the Lot of its owner) unless carried or leashed by a person that can and does physically control the pet. If any Pet defecates on any portion of the Property other than the Lot belonging to its owner, the owner of the Pet (or other responsible individual who is then controlling the Pet) shall immediately pick-up and properly dispose of any feces. All Pets shall be registered, licensed, and inoculated as and to the extent required by law. Each Owner shall indemnify and hold the Association harmless from any claim or costs, including reasonable attorney's fees, resulting from any action of their Pet(s), and shall repair at their own expense any damage to the Property which is caused by their Pet(s). If any Owner or their Pet violates the restrictions contained in the section (or any Pet-related Rules and Regulations which are adopted by the Board) more than twice in any twelve (12) month period, the Association shall have the right to require the permanent removal of the offending Pet(s) from the Property upon not less than ten (10) days' written notice, which remedy shall be in addition to all other rights or remedies available to the Association.

Section 11.21 Signs and Flags. No signs of any kind, including political signs, shall be placed, or displayed in the public view on any Lot or on the Common Elements except signs expressly permitted in the Architectural Guidelines or otherwise approved in writing by the Reviewer. No flags, banners, or pennants of any kind, including the flag of the United States of America or the State of South Carolina, shall be placed, flown, or displayed in the public view on any Lot or on the Common Elements except as expressly permitted in the Architectural Guidelines or otherwise approved in writing by the Reviewer; provided, however, the display of the flag of the United States of America may be restricted and limited only as permitted in the Freedom to Display the American Flag Act of 2005 or in S.C. Code §27-1-60. The provisions of this Section shall not prevent the placement of signs and/or flags identifying the Project at any entrance to the Project, nor shall it prevent Declarant or Builder, or any of their respective agents from placing signs or flags to advertise the Property during the construction and sale period, including signs or flags on the Common Elements and on any Lot or Lot owned by the Declarant or Builder. **Signs or flags placed or displayed in violation of this Section may be removed and destroyed without notice by Declarant and/or the Association.**

Section 11.22 Clotheslines. No outdoor clothesline or clothes drying structure or equipment of any type shall be placed, used, or allowed to remain on any Lot.

Section 11.23 Leases. For purposes of this Declaration, a Lot shall be deemed "leased" if any occupant pays or provides money or other consideration of any type in exchange for permission to occupy all or any part of a Lot, for any period of time, regardless of whether the arrangement is characterized as a "lease," "rental," "license," or any other legal relationship between the Lot Owner and occupant.

Any lease of a Lot and House thereon shall be for the entire Lot and House and not a portion thereof, shall be in writing, shall identify the lessee and all permitted occupants, shall provide that the lease, the lessee and all occupants of the Lot shall be subject in all respects to the Project Documents, and shall provide that any failure by the lessee (or any occupant or other person present on the Lot with lessee's knowledge or consent) to comply with all of the terms of the Project Documents shall constitute a default under the lease. In the event of a violation of the Project Documents by any such person (whether the lessee or any of his guests or invitees), the Association may require the Owner to terminate the lease and to immediately evict or remove the lessee and all violators. Fines and sanctions imposed for violations of the Project Documents shall be the responsibility of the Owner and all lessees, jointly and severally. No Lot may be leased for a period shorter than one hundred eighty (180) days and no lease may be executed sooner than 180 days after the execution of any prior lease. A copy of every lease shall be provided to the Association. TIME SHARING, INTERVAL OWNERSHIP AND ALL OTHER FORMS OF FRACTIONAL OWNERSHIP ARE HEREBY EXPRESSLY PROHIBITED.

Provided, however, and notwithstanding any inconsistent or contrary provision in this Declaration, that if any Lot is affected by a loan insured by or through any governmental entity, including, without limitation, HUD, FHA, the VA or USDA, and only for so long as any such loan(s) affect the Lot, any restrictions in this Declaration on renting, subleasing, or reconveyance which violate any requirement of any such governmental entity shall not apply to such Lot or its Owner.

Section 11.24 Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall be applicable and complied with in regard to the Lots. Each Owner, occupant, guest, or other person present on the Property shall comply with all applicable laws, regulations, ordinances and other governmental rules and restrictions at all times. Without limiting the generality of the foregoing, the use of and activities upon areas designated as undisturbed natural areas, tree save areas, revegetated natural areas, or BMP (wet pond) are limited, restricted and in some cases, prohibited by law, regulations and ordinances with which all Owners must comply.

Section 11.25 Occupants and Guests Bound. All provisions of this Declaration, any Supplemental Declaration and the Bylaws and any and all rules and regulations, use restrictions or Architectural and Landscape Guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants and guests even though occupants and guests are not specifically mentioned.

Section 11.26 Plat Notes, Restrictions and Requirements. All notes, restrictions, requirements, and limitations shown on the Plat are incorporated herein by reference. To the extent

that anything shown on the Plat conflicts with any express provision in this Declaration, the provision in this Declaration shall control.

Section 11.27 Rules and Regulations. In addition to the restrictions set forth in this **Article XI**, reasonable rules and regulations governing the use of the Property may be made and amended from time to time by the Board without further approval until the Declarant Control Period terminates. After the termination of the Declarant Control Period, rules and regulations made by the Board and all amendments thereto shall not be effective unless and until they are approved by a majority vote of those Members present and voting in person or by proxy at a duly called meeting. Rules and regulations adopted as allowed herein may relate to and regulate subjects, issues, activities, and conditions that are addressed in other provisions of this Declaration, including, without limitation, this **Article XI**, and may be more restrictive than those provisions. Copies of all such rules and regulations and any amendments thereto shall be published prior to their effective date and shall be furnished by the Association to Members upon request.

Section 11.28 Above Ground Pools Prohibited. Above Ground Pools are prohibited. For purposes of this Section, "Above Ground Pool" shall mean and refer to any swimming pool that is constructed so that the surface of the water in the swimming pool when filled to capacity is more than six (6") inches higher than the land that surrounds the pool structure.

Section 11.29 Dog Pens and Runs Prohibited. Dog pens and dog runs are prohibited.

Section 11.30 Antennas/Satellite Dishes. To the fullest extent allowed by law, no outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed (i) on the Common Elements under any circumstances, or (ii) by an Owner on a Lot without the prior approval of the Board or the Reviewer. To the extent antennas or dishes are allowed by law, the Association reserves the right to approve, regulate and require screening to the fullest extent the law allows. In the event the erection or installation of any dish or device damages or otherwise requires maintenance or repair to any portion of the Property that the Association is responsible to maintain, the Association may require the Owner to properly repair and restore the affected area or, in the alternative, the Association may itself provide for the repair or maintenance of the affected area and recover all of the costs and expenses thereof from the Owner as a Special Individual Assessment.

Section 11.31 Retaining Walls. If any portion of a retaining wall is located within the boundaries of a Lot, the Owner of such Lot is prohibited from installing any improvements or performing any land disturbing activities on the Lot which may damage, weaken or compromise the structural integrity of the retaining wall, or would obstruct access to such retaining wall, without the prior written consent of the Reviewer, and the Reviewer may require that any such Owner seeking to make any such improvements provide an affirmative recommendation of the proposed improvements from a licensed professional engineer selected by the Reviewer. Such prohibited activities include, but are not limited to, excavation, digging, and storage of heavy construction materials or supplies.

Section 11.32 Declarant and Builder Activities Exempted. Notwithstanding any provision in this Declaration to the contrary and until the expiration or termination of the Declarant Control Period:

(a) Declarant, Builder(s) and their respective contractors, agents, and licensees may construct and maintain upon portions of the Common Elements and upon any Lot owned by such Declarant or Builder such facilities and may conduct such events and other activities which Declarant or Builder, in its sole discretion and opinion, deems reasonably required, convenient, or incidental to the construction or sale of Houses upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant, Builder(s) and/or their respective contractors, agents, and licensees have an easement over and across the Common Elements for access and use of such facilities at no charge.

(b) Declarant and Builder(s) are entitled to conduct on the Property all activities normally associated with, and convenient to the development of the Property and the construction and sale of Houses on the Property.

Section 11.33 Solar Panel Installations. "Solar Panels," shall mean and refer to any equipment which gathers solar radiation as a substitute for traditional energy. Solar Panels may be installed only on the rear roof of a House if the location meets the other requirements set forth herein. Solar Panel(s) which is/are visible by a person standing on the ground shall not be permitted in any of the following locations within the Property:

(1) On the facade of a House that faces areas open to common or public access;

(2) On a roof surface of a House that slopes downward toward areas open to common or public access that the façade of the House faces; or

(3) Within the area set off by a line running across the façade of the House and extending to the property boundaries on either side of the façade and any area of common or public access faced by the House.

ARTICLE XII
AMENDMENT OF DECLARATION

Section 12.1 Amendment Generally. Except as is otherwise specifically authorized herein, and subject to Section 12.3 below, this Declaration may be amended only by the affirmative vote of or written agreement signed by Owners of the Lots to which at least sixty-seven (67%) percent of the votes in the Association are allocated, provided, however, that no amendment shall be effective without Declarant's written consent thereto for so long as the Declarant owns any portion of the Property. No amendment to the Declaration shall be effective unless and until it is executed on behalf of the Association by any officer designated for that purpose and recorded in the County public registry.

Notwithstanding the forgoing or any other provision contained in this Declaration and regardless of whether the amendment occurs during or after the Declarant Control Period, the Declarant's written consent shall be required for any amendment that proposes to change, modify, reduce, or eliminate any right, power or privilege granted to or reserved for the benefit of the Declarant or any Declarant Affiliate in this Declaration, and no such amendment shall be effective without Declarant's written consent thereto.

Section 12.2 Amendment of Declaration Without Approval of Owners. During the Declarant Control Period, and subject to Section 12.3 below, Declarant shall have the right to amend, modify, or delete terms or provisions from, or add new terms and provisions to this Declaration unilaterally and for any reason, without the consent or approval of any other Owner or other person or entity and without the consent, joinder or approval of any Association officer or director.

Section 12.3 Builder Consent to Amendment. Notwithstanding anything else to the contrary, this Declaration may not be amended without Builder's written consent for so long as such Builder owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land. Furthermore, no amendment which proposes to change, modify, reduce, or eliminate any right, power or privilege granted to or reserved for the benefit of any Builder shall be effective without the prior written consent of such Builder.

Section 12.4 Changes to Plans for the Project. Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Project, and Declarant, subject to the covenants, conditions and restrictions contained in this Declaration, reserves the right to change any plans for the Project at any time and from time to time as Declarant may determine is necessary based upon Declarant's continuing research and design program and/or market conditions. Any plans for the Project shall not bind Declarant or its successors and assigns to adhere to such plans in the development of the Property or any part thereof. In addition, Declarant reserves the right to change, from time to time, the uses and densities that exist on any portion(s) of the Property owned by Declarant. Without limiting the generality of the forgoing, and notwithstanding anything else to the contrary, the Declarant shall not be required to build, construct, or provide any amenity or amenity areas. As long as any Builder owns any portion of the Property, there shall be no changes to (i) the plans for the Property, or (ii) the uses and densities that exist on any portion(s) of the Property, without such Builder's prior written consent thereto.

ARTICLE XIII
TERMINATION, DURATION, CONDEMNATION

Section 13.1 Termination. This Declaration may be terminated only by agreement of Owners of Lots to which at least eighty (80%) percent of the votes in the Association are allocated and during the Declarant Control Period, with the consent of Declarant and any Builder owning any portion of the Property.

Section 13.2 Duration. This Declaration and the controls, covenants, restrictions and standards set forth herein shall run with and bind the Property and any Owner, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, including Declarant, and their respective heirs, successors, and assigns, for a term of thirty (30) years beginning on the date this Declaration is recorded in the County public registry. At the end of such thirty (30) year period, all of the easements, controls, covenants, conditions and restrictions set forth herein shall automatically be extended for successive period(s) often (10) additional years, unless prior to the expiration of any such period, the Declaration is terminated as provided in **Section 13.1** above. The foregoing shall not limit the right of Declarant to amend and/or supersede, in whole or in part, the terms and provisions hereof, as such right in favor of Declarant is provided for in this Declaration.

Section 13.3 Condemnation. Whenever all or part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, all compensation, and damages for and on account of such taking shall be paid to the Association. The Association, acting through the Board, shall have the right to negotiate and litigate the issues with respect to the taking and compensation affecting the Common Elements, without limiting the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot or other portion of the Property, hereby appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Elements. All compensation and damages paid to the Association on account of such a taking shall be used to restore the Common Elements, provided such restoration is possible, with the excess of such compensation or damages, if any, retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Nothing herein contained shall prevent any Owner whose Lot or other property is specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on his own behalf for consequential damages relating to loss of value of the affected Lot, or other property, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Common Elements, Lots or other property without such allocation, the award shall be divided between or among affected Owners and the Association by the Board, in its sole discretion.

ARTICLE XIV
ENFORCEMENT RIGHTS, REMEDIES, REQUIREMENTS AND PROCEDURES

Section 14.1 Enforcement. Declarant, Association, and the Owner of each Lot, by acceptance of a deed therefor, is deemed to covenant and agree that any controversy, claim or dispute arising out of or relating to the Project, the Association or any provision of the Project Documents, or any breach or violation thereof may be enforced by any means allowed under South Carolina law ("Enforcement Action") and each has standing to seek and pursue Enforcement Action subject to the enforcement requirements and limitations set forth in this Article.

Notwithstanding any other provisions contained in this Declaration, the Declarant shall have legal standing to file suit and a direct right of enforcement against the Association and/or any Owner or Owners to enforce any of the covenants, conditions, terms and provisions of this Declaration and may do so without the consent, joinder or approval of any other person or entity. The enforcement rights reserved herein shall terminate and expire three (3) years after the termination of the Declarant Control Period.

In addition to enforcement as provided above, the Association may, after notice and an opportunity to be heard, impose reasonable fines or suspend voting rights, privileges and/or services provided by the Association (except rights of access to Lots) for reasonable periods for any violation of the Project Documents, including rules and regulations adopted pursuant to **Section 11.26**. A hearing shall be held before the Board or an adjudicatory panel appointed by the Board to determine if any Owner should be fined and/or if privileges or services should be suspended. The Owner alleged to be in violation shall be given notice of the charge, an opportunity to be heard and to present evidence, and notice of the decision. The Board shall adopt and publish a schedule of the possible fines or ranges of fines that may be imposed for various violations or categories or classes of violations. If it is decided

that a fine should be imposed, a fine in accordance with the schedule adopted and published by the Board may be imposed for each violation found and without further hearing, for each day more than five (5) days after the decision that the same violation occurs. Fines imposed shall be treated and collectible as assessments under **Sections 5.5 and 5.7**. If it is decided that privileges or services should be suspended, the suspension may be continued without further hearing until the violation is cured. If a matter is heard and decided by an adjudicatory panel, the Lot Owner may appeal the decision of the adjudicatory panel to the Board by delivering written notice of appeal to the Board within fifteen (15) days after the date of the decision. The Board may affirm, vacate, or modify the prior decision of the adjudicatory panel. The administrative enforcement procedures described in this paragraph shall not constitute an Enforcement Action and are not subject to the approval requirements described in Section 14.2 below.

Section 14.2 Owner Approval of Enforcement Action by the Association. No Enforcement Action shall be initiated by the Association unless Owners entitled to cast seventy-five percent (75%) of the total votes in the Association approve the initiation and prosecution of the Enforcement Action in writing and advance, except that no such approval shall be required for actions or proceedings: (a) initiated with the consent of the Declarant during the Declarant Control Period; (b) initiated by the Association against Owners to enforce the Project Documents, including, without limitation, the Use Restrictions contained in **Article XI** and the Rules and Regulations, (c) to collect assessments, fines or other sums due to the Association or to foreclose liens securing repayment of those sums due; (d) initiated to challenge ad valorem taxation or condemnation proceedings; (e) initiated against any contractor, vendor or supplier of goods or services arising out of a contract with the Association for services or supplies; or (f) to defend claims filed against the Association or to assert counterclaims in actions or proceedings instituted against it.

In the event any claim is made against the Declarant or any Enforcement Action is instituted against the Declarant, then the Association shall separately assess all Members other than the Declarant for all of the costs of the Enforcement Action, including, without limitation, attorney fees incurred or payable. Funds assessed and collected to pay enforcement fees and costs must be maintained in a separate account specifically designated and used solely for that purpose. Funds from annual assessments or reserves shall not be used to pay enforcement fees and costs.

Section 14.3 Right to Enter and to Correct or Cure. Should any Owner fail to satisfy or fulfil any obligation or responsibility under the Project Documents or to cure or correct any violation of the Project Documents, the Declarant and/or the Association shall have the right, power and authority to go upon the Owner's Lot and to take any action necessary to satisfy the Owner's responsibility or obligation or to correct and cure any violation. Any entry upon the Lot by the Declarant and/or the Association or their respective agents, employees or representatives under this section shall not be deemed a trespass. Actions permitted under this section shall include, but are in no way limited to, (a) removing or repairing non-conforming structures or improvements; (b) mowing, pruning, removing, clearing or cutting underbrush, weeds or other vegetation and trash; and (c) grading, landscaping, and constructing and maintaining erosion prevention devises before or after improvements have been constructed. All expenses incurred by the Declarant and/or the Association in taking such action shall be charged to and collected from such Owner as a Special Individual Assessment under **Section 5.5**, including, but not limited to, administrative fees and costs, reasonable attorney's fees and interest at the maximum rate allowed by law. The Owner shall pay all such costs incurred within thirty (30) days after receipt by said Owner of an invoice from the Declarant or the Association setting forth the cost of such work.

Section 14.4 Limitation on Damages Recoverable. Consequential damages, exemplary damages, punitive damages, treble damages or any other damages which are greater than the compensatory damages or which are based on a multiple of compensatory damages shall not be recoverable by any party in any Enforcement Action, the right to recover such damages being expressly waived.

Section 14.5 Responsibility for Attorney Fees and Costs. Each party in any Enforcement Action shall bear its own costs and expenses, including attorney fees.

Section 14.6 Amendments not Enforceable against Declarant without Consent. Any attempt to amend or eliminate any of the provisions in this Article shall not be binding upon or enforceable against the Declarant unless that Declarant consents in writing to the change.

Section 14.7 Conflicts. In the event of any conflict between this Article and any other provision of the Project Documents, this Article shall control. In the event any claim also falls within the scope of a valid arbitration clause contained in the sales contract with an Owner, this Declaration shall control to the extent there is any inconsistency in the terms governing the arbitration.

Section 14.8 Waiver of Right to Jury Trial. If and to the fullest extent permitted by applicable law, all parties to any Enforcement Action waive any right to a jury trial.

Section 14.9 Use of Funds. In the event a claimant initiates any Enforcement Action against Declarant seeking damages for an alleged defect or deficiency, any judgment or award in connection therewith shall first be used to correct and/or repair the defect or deficiency found to exist or to reimburse the claimant for any costs actually incurred by such claimant in correcting and/or repairing the defect or deficiency found to exist. Any excess funds remaining after repair of any defect or deficiency found to exist shall be paid into the Association's reserve fund.

Section 14.10 Right of Action Restriction. Notwithstanding any other provisions contained herein, the Association shall not have the power to institute, pursue, join, intervene in, settle, or compromise litigation, arbitration, or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more), or (ii) pertaining to a claim relating to the design, construction, or repair of a House, a Lot, or any improvements on a Lot. This Section may not be amended to remove or modify this right of action limitation and restriction with respect to the Declarant, any Declarant Affiliate or any Builder without the expressed written consent of such Declarant, Declarant Affiliate or Builder, which written consent must be recorded with the amendment.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1 Covenants Running with the Land. Each Owner, by his acceptance of a deed of conveyance for a Lot, accepts title to that Lot subject to all of the restrictions, conditions, covenants, reservations, liens, charges, jurisdiction, rights and powers created in and/or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all responsibilities and obligations hereby imposed, shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land,

and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 15.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating, preserving, and maintaining the development and operation of a residential community.

Section 15.3 Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. There shall be no waiver of strict compliance with the provisions of the Project Documents except expressly and in a writing signed by the waiving party.

Section 15.4 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of the Declaration.

Section 15.5 Time Limits. If any of the privileges, covenants, restrictions or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the expiration of ninety (90) years from the date of recordation of this Declaration.

Section 15.6 Headings. The heading to each Article and Section of this Declaration is inserted only as a matter of convenience for reference and in no way limits or describes the scope or intent of such Article or Section, or this Declaration in general.

Section 15.7 Use of Project Name and Trademarks by Residents and Owners. Declarant and/or its affiliates own numerous trademarks, including but not limited to the Project name and (collectively, "**Marks**"). Residents and Owners may not use the Marks in any way without Declarant's prior written consent, including without limitation (a) in domain names or in the names and titles of websites and social media pages, and (b) in the name of real estate or other businesses. Notwithstanding the foregoing, residents and Owners may use the Project name solely to indicate that a particular Lot is located within the Project.

Section 15.8 Use of Project Name and Trademarks by the Association. The Association may not use the Marks in any way without Declarant's prior written consent, provided that the Association is permitted to use the mark Project name in its name. Immediately upon Declarant's request, the Association shall enter into a written trademark license agreement ("**License**") with Declarant and/or its affiliates, in form and substance satisfactory to Declarant in its sole discretion, with respect to the Association's use of the Marks. All use of the Marks by the Association, including but not limited to use of the Project name in its name, shall inure to the benefit of and be on behalf of Declarant and/or its affiliates and shall be subject to Declarant's and/or its affiliates' periodic review for quality control. The Association's breach of the License or failure to enter into the License upon Declarant's request, shall entitle Declarant to terminate the Association's right to use the Marks, whether in the Association's name or otherwise.

Section 15.9 Disclosure of Construction Activities. All Owners, Occupants and other persons who use the Property hereby are placed on notice that Declarant, Builder and/or their respective contractors, subcontractors, licensees, and other designees may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed, leasehold, license, or other interest to any portion of the Property or by using any portion of a Lot or the Property generally, such Owners, Occupants and other persons acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (iii) that Declarant, Builder and their respective contractors, subcontractors, licensees, and other designees shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (iv) that any acquisition or use of any portion of the Property was and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Declarant and Builder to develop, construct, sell, convey, lease, and/or allow the use of the Property.

[SIGNATURES AND NOTARY ACKNOWLEDGMENT FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:
Mark III Properties, LLC, a Delaware limited liability company

By: _____
Laura B. Hentharn

Its: Vice President

_____
Witness No. 1

_____
Witness No. 2 and Notary Public

STATE OF South Carolina

COUNTY OF Spartanburg

This 29th day of April, 2025, personally came before me Laura B. Hentharn who, being by me duly sworn, says that she is the Vice President of **Mark III Properties, LLC**, and acknowledged that said writing was signed by ~~him~~ her, in ~~his~~ her capacity as Vice President of the limited liability company, by its authority duly given, and on behalf of the limited liability company.

_____
Notary Public

MELODY S. TERPACK
Notary Public-State of South Carolina
My Commission Expires
September 25, 2028

My commission expires: September 25, 2028

[NOTARIAL STAMP/SEAL]

Exhibit A

Legal Description of the Property

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as 99.91 acres, more or less, on a survey prepared by Mark III Properties, LLC, dated January 21, 2022, revised May 5, 2022 and recorded in Plat Book 182 at Page 15 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Exhibit B

Bylaws of Arrowood Acres Homeowners Association, Inc.

AMENDED AND RESTATED BYLAWS OF ARROWOOD ACRES HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD ACRES** executed by **Mark III Properties, LLC**, as Declarant therein, and recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina (as modified, amended or supplemented, from time to time, the "Declaration").

ARTICLE 2
ADMINISTRATION OF PROJECT

Section 2.1 Power and Authority: Except as otherwise specifically provided in the Declaration, the Association shall have the following power and authority:

A. To own, purchase, manage, maintain, repair, and replace the Common Elements or any other part of the Property for which the Association is responsible under the Declaration, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Project for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety, and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which non-profit corporations may be organized under the South Carolina Nonprofit Corporation Act and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person, or entity to whom such authority has been duly delegated by the Board as permitted in the Declaration or as otherwise allowed by law. The Association, its Board, officers, and Members

shall at all times act in conformity with the South Carolina Nonprofit Corporation Act, and the Declaration and these Bylaws.

Section 2.3 Business by Electronic Means: The Association, the Board and the Members may transact business by electronic means but only to the extent allowed under South Carolina law and to the extent authorized and approved by the Board from time to time.

ARTICLE 3
OFFICES - FISCAL YEAR

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such place as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of South Carolina may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of South Carolina as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

ARTICLE 4
MEMBERSHIP

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Office of the Register of Deeds for Spartanburg County of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a decedent's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate. There shall be classes of Membership as provided in the Declaration.

Section 4.2 Place of Meetings: All meetings of the Membership shall be held at a place within Spartanburg County, South Carolina, or at such other place, either within or without the State of South Carolina, as designated in the notice of the meeting. The Board of Directors may permit any or all Members to participate in a meeting by, or conduct the meeting through the use of, any means of communication by which all Members participating in person and/or remotely may simultaneously hear each other during the meeting. A Member participating in a

meeting by this means is deemed to be present in person at the meeting. The Board may establish reasonable preconditions, rules and/or procedures regarding voting and remote participation, including, without limitation, requirements that Members register in advance or provide other information before participating remotely.

Section 4.3 Annual Meetings: A meeting of the Association shall be held at least once each year. The first Annual Meeting of the Association shall be held within twelve (12) months after the incorporation of the Association, at a date and time specified by the Board. Thereafter, the Annual Meeting of the Association shall be held at a date and time established by the Board. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President of the Association or by a majority of the Board and also shall be called upon the written demand of Owners holding at least five percent (5%) of the voting power in the Association as provided in S.C. Code 33-31-702(a). Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of any such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting by or at the direction of the President or the Secretary by hand delivery or by mail to the mailing address of each Lot or to any other mailing address designated in writing by an Owner or by email to any email address provided by an Owner to the Association. If remote participation will be allowed, the notice shall include instructions on how Members may connect remotely or the contact information for a person who Members can contact to obtain that information. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called. All notices must include a description of any matter that must be approved by the Members under S.C. Code Sections 33-31-831, 33-31-856, 33-31-1003, 33-31-1021, 33-31-1104, 33-31-1202, 33-31-1401 or 33-31-1402.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast ten percent (10%) of the votes which may be cast for election of the Board shall constitute a quorum at all meetings of the Members. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in

person or by proxy and without further notice to the Members other than the announcement at the meeting. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

If the fee simple title to any Lot is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the vote with respect to any such jointly owned Lot shall be cast as the Owners agree and determine. A vote cast by any joint Owner shall be deemed assented to by all other Owners of a Lot unless an objection is made at the meeting. In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact as provided in S.C. Code§ 33-31-714. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be signed, dated, and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by (1) attending any meeting and voting in person or (2) signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

Section 4.10 Majority Vote: The casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Articles of Incorporation of the Association, or by law.

Section 4.11 Actions by Written Ballot: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot as provided in S.C. Code § 33-31-708.

ARTICLE 5
BOARD

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws; provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board members. The Board may, however, fill vacancies in its membership for the unexpired portion of any term.

Section 5.2 Number, Term and Qualification: During the Declarant Control Period, the Board shall consist of not less than three (3) members nor more than seven (7) members as may be fixed or changed from time to time by the Declarant, all of whom shall be (except as expressly provided herein to the contrary) either appointed by the Declarant or, as to the initial directors of the Association, elected by the Incorporator, and who need not be Members. During the Declarant Control Period, the Declarant may, in Declarant's discretion, permit or instruct the Board to call a Special Meeting at which the Owners may be permitted to select persons to be appointed to the Board by the Declarant. Should Declarant allow the Owners to select some or all of the members appointed to the Board prior to the termination of the Declarant Control Period, the Declarant shall retain the right to remove all or any of the directors (including any directors selected by the Owners) and officers at any time and for any reason and to fill any resulting vacancies with persons selected by the Declarant.

Furthermore, Declarant shall be authorized, but not obligated, to voluntarily relinquish Declarant's right to appoint and remove directors and officers during the Declarant Control Period, without relinquishing any of Declarant's other rights under the Project Documents and without terminating the Declarant Control Period. Any such voluntary relinquishment of Declarant's right to appoint and remove directors and officers of the Association (i) shall not be effective without the prior written consent of any Builder that owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land, and (ii) shall be recorded in the County public registry. Nothing herein shall be construed to impair or abridge any of the rights or powers granted to or reserved for the Declarant in the Project Documents.

Subject to the appointment and removal rights of the Declarant provided for herein during the Declarant Control Period, the directors shall be elected by the Members at annual meetings of the Membership. After the expiration of the Declarant Control Period (or after Declarant's voluntary relinquishment of its right to appoint and remove directors and officers as provided above), the Declarant-appointed members of the Board shall resign their seats and the Members shall elect three (3) Board members to succeed them, each to serve until the next Annual Meeting (or until a successor is elected and qualified) and each of whom must be a Member. Thereafter, the Board shall consist of not less than three (3) Members nor more than seven (7) Members as may be fixed or changed from time to time, within the minimum and maximum by the Board. Elections of Board members shall be conducted so as to create staggered terms with two (2) classes of approximately equal size. Except as required to provide or maintain staggered terms as provided herein, each member shall serve a two (2) year term (or until a successor is elected and qualified). Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Declarant to appoint Directors as provided in Section 5.2, the election of all Board members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: During the Declarant Control Period, the Declarant may remove any Board member at any time and for any reason. After the Declarant Control Period, any Board member may be removed from the Board, with or without cause, by a vote of a majority of the votes entitled to be cast by Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, however, that the notice of the meeting must state that the purpose or one of the purposes of the meeting is to remove the Board member. Board members appointed by the Declarant may only be removed by the Declarant. If any Board members are so removed, their successors as Board members may be appointed by the Declarant or elected by the Membership at the same meeting to fill the unexpired terms of any Board member removed.

Section 5.5 Vacancies: During the Declarant Control Period, the Declarant shall have the right to fill all vacancies occurring in the Board. After the Declarant Control Period, any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, though less than a quorum, or by the sole remaining Board member; provided, however, that any vacancy created by an increase in the authorized number of Board members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board member at any time to fill any vacancy not filled by the Board members. As provided in Section 5.4, the Declarant or the Membership shall have the first right to fill any vacancy created by the Declarant or the Membership's removal of a Board member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: The President shall serve as the Chairman of the Board unless and until the Board elects another member of the Board to serve as Chairman. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. The Chairman may be removed and replaced by a majority vote of the Board at any time.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Board member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him or her on behalf of the Association and approved by the Board, and nothing herein shall prohibit the Board from reasonably compensating a Board member for unusual and extraordinary services which are beyond services usually and customarily provided by Board members. Further, each Board member, by assuming office, waives the right to institute suit against or make any claim upon the Association for compensation based upon his or her service as a Board member.

Section 5.8 Loans to Board Members or Officers Prohibited: No loans shall be made by the Association to its Board members or officers. Board members who vote for or assent to the making of a loan to a Board member or officer of the Association, and any officer or officers

participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Indemnification and Liability of Board Members: To the extent permitted by the provisions of the South Carolina Nonprofit Corporation Act in effect at the applicable time, each Board member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board member. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no director shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as a director.

Section 5.10 Meetings of the Board:

A. Regular Meetings: Regular Meetings may be held, without notice, at such dates, times and locations as may be fixed from time to time by the Board by consent as provided in Section 5.11 or by majority vote as provided in subsection E below.

Regular Meetings may be held, without notice, at such dates, times and locations as may be fixed from time to time by the Board by consent as provided in Section 5.11 or by majority vote as provided in subsection E below.

B. Special Meetings: Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board members upon written notice sent to each Board member by any usual means of communication not less than five (5) days before the meeting.

C. Waiver of Notice: The notice provided for herein may be waived in a written instrument signed by those Board members who do not receive said notice. Attendance by a Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board member at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

D. Meeting Place: The Board may hold Regular or Special Meetings either inside or outside the State of South Carolina. The Board is expressly authorized to conduct meetings and to allow Board members to participate in meetings as provided in S.C. Code § 33-8-200(b).

E. Quorum: A majority of the Board members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board members present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

Section 5.11 Action Without Meeting: The Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

written consent and approval of all the Board members as permitted by S.C. Code § 33-31-821. Consent and approval may be obtained by email or other electronic means as authorized under Section 2.3 above. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.12 Presumption of Assent: A Board member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

Section 5.13 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Project except such powers and duties as by law or by the Declaration may not be delegated by the Members to the Board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep, and maintenance of the Common Elements, to the extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments from the Owners, as provided in the Declaration;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Elements;

D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Elements and the Lots;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;

G. Keeping detailed, accurate financial records for the Association as required by the South Carolina Nonprofit Corporation Act. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which minute book shall be inserted actions taken by the Board and/or Members by written ballot or written consent without a meeting;

I. Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including, but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, improvements, and alterations to or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceeding the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Elements; provided, however, neither the Board nor the Association shall have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more), or (ii) pertaining to a claim relating to the design, construction or repair of a Lot or any improvements on a Lot. This provision may not be amended to remove or modify this right of action limitation and restriction with respect to the Declarant or any Declarant Affiliate (as defined in the Declaration) without the expressed written consent of the Declarant;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Elements, and to assess the same against the Owners;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Elements or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner;

P. Entering any Improvement when necessary in connection with any maintenance, repairs, or construction for which the Board is responsible; provided, however, such entry

shall be made during reasonable hours and with notice to the Owner whenever practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as a common expense of the Association;

Q. Signing all agreements, contracts, deeds, and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by either the President, any Vice President, the Treasurer, or the Assistant Treasurer of the Association;

R. Furnishing certificates setting forth the amounts of unpaid assessments that have been levied upon a Lot to the Owner or mortgagee of such Lot, or a proposed purchaser or mortgagee of such Lot, and imposing and collecting reasonable charges therefor; and

S. Exercising any other powers allowed or provided for in the Declaration, the Articles of Incorporation, and these Bylaws or otherwise by law, including, without limitation, Chapter 33 of the South Carolina Code.

Section 5.14 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm, or entity (referred to in these Bylaws as "Independent Manager") any duties of the Board and/or the officers of the Association or any responsibilities for the management of the Property as the Board deems appropriate. Provided, however, that the Board may not delegate to the Independent Manager responsibilities and duties which may not be delegated under South Carolina law. The Independent Manager's contract shall be for a term not to exceed three (3) years, and shall be terminable as provided in the Declaration. The Board shall have the authority to fix reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction. Should the Association enter into a management agreement for the Property as permitted herein, the Independent Manager shall obtain and at all times maintain fidelity insurance in an amount not less than the amount the Association is required to obtain and maintain under the Declaration.

ARTICLE 6
COMMITTEES

Section 6.1 Committees of the Board: The Board may create such committees as it deems necessary and appropriate to aid the Board in carrying out its duties and responsibilities with respect to the management of the Project as permitted under S.C. Code§ 33-31-825. Any vacancy occurring on a committee shall be filled at a regular or special meeting of the Board by a majority of the number of Board members then holding office. Any member of a committee may be removed at any time, with or without cause, by a majority of the number of Board members then holding office. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of committees and the delegation of authority

thereto shall not operate to relieve the Board or any member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.2 Advisory Committees: In addition to committees of the Board, the Board may, in its sole discretion, appoint committees consisting of other members and/or non-members of the Board from time to time to perform such tasks as the Board deems necessary or desirable. **Any such committees shall be advisory only and shall not have the power to exercise any authority of the Board.** Each such committee shall report to the Board on its work when and as requested by the Board. The Board shall have the power to fill any vacancy occurring on a committee and may remove any member of a committee at any time, with or without cause. These committees may be terminated and disbanded by the Board at any time, with or without cause. While these committees may provide information and make recommendations to the Board, neither the committee nor any of its members shall have the authority to speak on behalf of the Association or the Board, and the Board shall remain fully and solely responsible for the discharge of all of its duties and responsibilities in the Declaration, these Bylaws or South Carolina law.

ARTICLE 7
OFFICERS

Section 7.1 Enumeration of Officers: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents (including, without limitation, a Vice President of Development designated by the Declarant as provided in this Article), and such other officers as the Declarant during the Declarant Control Period or the Board thereafter may from time to time appoint. Notwithstanding the foregoing, the initial officers of the Association may be elected by the Incorporator of the Association as provided in the Articles of Incorporation. Except for the President, no officer need be a member of the Board.

Section 7.2 Appointment and Term: During the Declarant Control Period, the officers shall be appointed and may be removed by the Declarant at any time. After the termination of the Declarant Control Period, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following the Annual or Substitute Annual Meeting of the Members and shall serve one (1) year terms of office. Each officer shall hold office until his death, resignation, or removal or until his successor is appointed.

At the request of the Declarant made at any time during the Declarant Control Period or within three (3) years following the termination of the Declarant Control Period, the Board of Directors shall elect or appoint any person designated by the Declarant to serve as the Vice President of Development of the Association and to perform the functions and duties of that office as described in Section 7.7. The Vice President of Development shall not be subject to any term time limits or to removal under Section 7.3. The Vice President of Development may be removed from office only if his or her removal is requested by the Declarant. The Board of Directors shall promptly remove and elect or appoint successors to serve in the office of Vice

President of Development as and when requested by the Declarant from time to time.

Section 7.3 Removal: Any officer may be removed by the Declarant (if appointed by the Declarant) or the Board (if elected by the Board) whenever the Declarant or Board, in its sole discretion, determines that the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the Declarant or the Board, depending on which has the power to appoint or elect the officers at the time. The officer appointed to fill a vacancy shall serve for the remaining term of the officer he or she is appointed to replace.

Section 7.5 Multiple Offices: The person holding the office of President shall not, at the same time, also hold the office of Secretary or Treasurer. Any other offices may simultaneously be held by one person. Any officer may also be a member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. The President shall also preside at all meetings of the Board unless and until the Board elects another member of the Board to serve as Chairman. In addition, the President shall: (i) see that the orders and resolutions of the Board are carried out; (ii) sign all written agreements or instruments on behalf of the Association, and co-sign all promissory notes of the Association, if any, with the Treasurer; and (iii) have all of the general powers and duties which are incident to the office of President of a corporation organized under the South Carolina Nonprofit Corporation Act in connection with the supervision, control and management of the Association in accordance with the Declaration.

Section 7.7 Vice Presidents: The Vice Presidents shall, in the absence or disability of the President and in the order of their appointment, unless otherwise determined by the Board, perform the duties, and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

When appointed as provided and required in Section 7.2, the Vice President of Development shall have the power and authority, without further approval by or from the Board of Directors or any other officer, to exercise all rights and privileges of the Declarant under the terms of the Declaration, including, but not limited to, the right to execute in the name of and on behalf of the Association all documents, agreements, applications and papers necessary to complete the development or to exercise the rights of the Declarant as reserved or provided in the Declaration, the right to receive, review and have copies of all Association books, records and papers, the right to execute any forms, papers, applications or agreements requested from the Association by any federal, state or local governmental office, entity or official and the right to communicate directly with and request information from the Association's property manager.

Section 7.8 Secretary: The Secretary shall: (i) keep the minutes of all meetings of the Members and of the Board; (ii) have charge of such books and papers as the Board may direct; and (iii) in general, perform all duties incident to the Office of Secretary of a corporation organized under the South Carolina Nonprofit Corporation Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall: (i) be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements; (ii) be responsible for the preparation of all required financial statements; (iii) co-sign promissory notes of the Association, if any; (iv) prepare a proposed annual budget (to be approved by the Board) and any other reports to be furnished to the Members as required in the Declaration; and (v) perform all duties incident to the office of Treasurer of a corporation organized under the South Carolina Nonprofit Corporation Act.

Section 7.10 Compensation: Officers shall not be compensated for usual and ordinary services rendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customarily expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office he holds.

Section 7.11 Indemnification and Liability of Officers: To the extent permitted by the provisions of the South Carolina Nonprofit Corporation Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no officer shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as an officer.

Section 7.12 Amendment Authority: Certification of amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

ARTICLE 8
AMENDMENTS

Section 8.1 Amendments by Board during Declarant Control Period. Subject to Section 8.3 and during the Declarant Control Period, these Bylaws may be amended by the Board as provided in S.C. Code § 33-31-1020 and the Members shall not be entitled to any vote thereon.

Section 8.2 Amendments by Members after the Expiration of Declarant Control Period. Subject to Section 8.3 and after the expiration of the Declarant Control Period, these Bylaws may be amended with the approval of the Board and the Members as provided in S.C. Code § 33-31-1021. In addition, any amendment must be approved in writing by the Declarant for so long as the Declarant owns any portion of the Property. Further, the provisions of Article 7 providing for

the election/appointment of a Vice President of Development may not be eliminated, changed, or amended without the consent of the Declarant.

Section 8.3 Builder Consent to Amendment. Notwithstanding anything else to the contrary, these Bylaws may not be amended without Builder's written consent for so long as such Builder owns (or holds an option or contractual right to acquire) any portion of the Property or the Additional Land. Furthermore, no amendment to the Project Documents which proposes to change, modify, reduce, or eliminate any right, power or privilege granted to or reserved for the benefit of any Builder shall be effective without the prior written consent of such Builder.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provision of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties, and responsibilities set forth in the Declaration, as amended from time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the members of the Board, or to any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes as set forth in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 9.5 Books and Records: The books and records of the Association shall be available for inspection as provided in Article 16 of Chapter 31 in Title 33 of the South Carolina Code.

IN WITNESS WHEREOF, these Bylaws have been adopted by the undersigned incorporator as provided in S.C. Code § 33-31-206 this the 21st day of April, 2025.

Suzanne H. Dantin, Incorporator

DEE-2025019333
Recorded 4 on 05/02/2025 03:51:09 PM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 151-R PG:930-933

Form prepared by:
Sellers, Ayers, Dortch & Lyons, P.A. (SCS)
301 S. McDowell Street, Suite 410
Charlotte, NC 28204

SOUTH CAROLINA

SPARTANBURG COUNTY

FIRST SUPPLEMENTAL DECLARATION FOR ARROWOOD ACRES

This FIRST SUPPLEMENTAL DECLARATION FOR ARROWOOD ACRES ("Supplemental Declaration") is made this 1st day of May, 2025, by **Mark III Properties, LLC**, a Delaware limited liability company ("Declarant"), with the consent and joinder of **ARROWOOD ACRES HOMEOWNERS' ASSOCIATION, INC.**, a South Carolina nonprofit corporation ("Association"), pursuant to the provisions of Article II, Sections 2.1 and 2.2 of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD ACRES recorded in the Spartanburg County, South Carolina Register of Deeds office on April 29, 2025, in Deed Book 151-P at Page 302 (as amended and supplemented of record, the "Declaration").

STATEMENT OF PURPOSE

Declarant has the right to annex all or part of the Additional Land described in the Declaration into Arrowood Acres under Article II, Sections 2.1 and 2.2 of the Declaration by the recordation of a Supplemental Declaration. The purpose of this Supplemental Declaration is to annex the real property described herein into Arrowood Acres and to extend the jurisdiction of the Association to cover the real property described below and to subject that land to the provisions of the Declaration. The Association consents to and joins Declarant in the execution of this Supplemental Declaration as the record owner of the real property described herein.

NOW, THEREFORE, pursuant to the authority granted in Article II, Sections 2.1 and 2.2 of the Declaration, and with the consent and joinder of the Association, Declarant hereby declares that the following property shall henceforth be held, transferred, sold, conveyed, occupied, and used subject to the terms and conditions of the Declaration: **See Exhibit A, attached hereto and incorporated herein by reference.**

[SIGNATURES AND NOTARY ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration as of the day and year first above written.

DECLARANT:

Signed, sealed and delivered in the presence of:

MARK III PROPERTIES, LLC, a Delaware limited liability company.

By: _____
Signature

Laura B. Heathcox
Printed Name

Its: V. Pres.

_____
Witness #1
Printed Name: Melody S. Tarpack

_____
Witness #2
Printed Name: Sara Ramirez

STATE OF SC

COUNTY OF Spartanburg

The undersigned, a notary public for the county and state aforesaid, does hereby certify that Laura B. Heathcox, the V. Pres. of **Mark III Properties, LLC**, personally appeared before me this day and acknowledged their due execution of the foregoing instrument, upon authority duly given and as the act and deed of the limited liability company.

This the 1 day of May, 2025.

_____
Notary Public

My Commission Expires: 1-9-34

[Notarial Seal]

SARA RAMIREZ
Notary Public-State of South Carolina
My Commission Expires
January 09, 2034

IN WITNESS WHEREOF, ARROWOOD ACRES HOMEOWNERS' ASSOCIATION, INC. has executed this Supplemental Declaration as of the day and year first above written, in its capacity as record owner of the real property described herein.

ASSOCIATION:

Signed, sealed and delivered in the presence of:

ARROWOOD ACRES HOMEOWNERS' ASSOCIATION, INC., a South Carolina nonprofit corporation.

Witness #1
Printed Name: Melody S. Turpeau

By: _____
Signature

Suzanne H. Davis
Printed Name

Witness #2
Printed Name: Sara Ramirez

Its: Boardmember, Secretary

STATE OF SC

COUNTY OF Spartanburg

The undersigned, a notary public for the county and state aforesaid, does hereby certify that Suzanne H. Davis, the Secretary of **ARROWOOD ACRES HOMEOWNERS' ASSOCIATION, INC.**, personally appeared before me this day and acknowledged their due execution of the foregoing instrument, upon authority duly given and as the act and deed of the corporation.

This the 1 day of May, 2025.

_____
NotaryPublic

My Commission Expires: 1-9-34

[Notarial Seal]

SARA RAMIREZ
Notary Public-State of South Carolina
My Commission Expires
January 09, 2034

Exhibit A

Legal Description of the Annexed Property

All those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated common area, private stormwater management area and open space on a plat entitled "Arrowood Acres Phase 1" prepared by 3D Land Surveying, Inc. dated December 30, 2024 and recorded March 21, 2025 in Plat Book 186 at Page 966 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Mark III Properties, LLC by Deed of John W. Beeson, Trustee of the John W. Beeson revocable Trust Agreement dated June 6, 2018 dated January 31, 2024 and recorded February 1, 2024 in Deed Book 145-C at Page 828 in the Office of the Register of Deeds for Spartanburg County.

Portion of Tax Map Number: 4-50-00-040.02

AND:

All those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated common area and open space on a plat entitled "Arrowood Acres Phase 2" prepared by 3D Land Surveying, Inc. dated March 7, 2025 and recorded April 25, 2025 in Plat Book 187 at Page 189 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Mark III Properties, LLC by Deed of John W. Beeson, Trustee of the John W. Beeson revocable Trust Agreement dated June 6, 2018 dated January 31, 2024 and recorded February 1, 2024 in Deed Book 145-C at Page 828 in the Office of the Register of Deeds for Spartanburg County.

Portion of Tax Map Number: 4-50-00-040.02

DEE-2024033995
Recorded 12 on 08/26/2024 11:01:01 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 147-W PG:973-984

BYLAWS OF ARROWOOD ACRES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1.1 Name. The name of the corporation Arrowood Acres Homeowners' Association, Inc. hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Association shall be located in Spartanburg County, South Carolina.

Section 1.3 Registered Agent. The registered agent for the Association shall be Hinson Management, Inc. unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in South Carolina and may be, but need not be, identical with the principal office.

Section 1.4 Purpose. The purpose for which the Association is organized is to further the interests of Owners of Lots in Arrowood Acres Subdivision located in Spartanburg County, South Carolina, and in connection therewith to provide services to such property Owners, manage and maintain the Common Areas, and administer and enforce all covenants and restrictions dealing with the Property and any other purposes allowed by law.

ARTICLE2
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Covenants, Conditions and Restrictions for Arrowood Acres Subdivision which has or will be executed by Mark III Properties, LLC and duly recorded in the Land Records for Spartanburg County, South Carolina as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.1 Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to the Declarant (as defined in the Declaration), any Approved Builder, and Owners of Lots in the Subdivision.

Section 3.2 Annual Meeting. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one year from the date of incorporation of the Association or during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members may be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. or on such other date and time as determined by the Board of Directors. If the day for the annual meeting of the Members is a

legal holiday, the meeting may be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes appurtenant to the Lots.

Section 3.4 Place of Meetings. All meetings of the Members may be held at such place, within Spartanburg County, South Carolina as shall be determined by the Board of Directors of the Association.

Section 3.5 Notice of Meetings. Written notice, stating the time and place of the meeting (and, in the case of a special meeting, the purpose of the meeting), shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting by or at the direction of the President or the Secretary by electronic means, hand delivery or mail. If notice is provided by electronic means, the notice shall be sent to the email address provided by a Member to the Association. If notice is provided by mail, the notice shall be sent to the mailing address of each Lot or to any other mailing address designated in writing by a Member. If remote participation by Members shall be allowed for the meeting, the notice shall include instructions for Members to connect remotely or the contact information for a person whom Members can contact to obtain that information. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot.

Section 3.6 Membership List. An alphabetical list of the names of all Members who are entitled to vote and their addresses shall be prepared by the Secretary and shall be available for inspection by any Member beginning on the next business day after notice of any meeting is given and continuing through the meeting, at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. This list shall also be available at the meeting for inspection by any Member.

Section 3.7 Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant or an Approved Builder which have not been conveyed to purchasers who are not affiliated with an Approved

Builder or Declarant. Declarant and an Approved Builder shall be entitled to three (3) votes for each Class B Lot which each party owns.

Section 3.8 Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) the date on which the last Lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or an Approved Builder;

(ii) when Declarant and any Approved Builder elect by notice to Association in writing to convert their Class B membership to Class A membership.

Section 3.9 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of all the votes of each class of membership appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided for special circumstances in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing dated within eleven months prior to the Meeting and shall be delivered to the secretary by mail or electronic means. Every proxy shall be revocable by (i) appearing at the Meeting and voting in person, (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting, or (iii) conveyance by the Member of his Lot.

Section 3.11 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration, or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.12 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if: (i) a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by the South Carolina Code of Laws, 1976, as amended.

ARTICLE 4
BOARD OF DIRECTORS

Section 4.1 Number. The business and affairs of the Association shall initially be managed by a Board of two (2) directors, who will be appointed by Declarant during and for so long as there is a Class B membership. After the cessation of the Class B membership, the Board shall consist of at least three (3) directors.

Section 4.2 Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve for one year terms at the election of the Declarant or until such time as the Class B membership terminates and their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors are as follows:

Name

Laura Henthorn
Suzanne H. Dantin

Section 4.3 Nomination. Following the expiration of the Class B membership, nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If applicable, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. In lieu of a Nominating Committee, and at the Board's discretion, candidates for the Board may be obtained by written electronic notice to the Members.

Section 4.4 Election. Directors may be elected at the annual meeting of the Members by written ballot or in advance by electronic ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 Term of Office. The term of all successor directors elected by the Members shall expire at the next annual meeting of Members; provided, however, the directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity, or death. Except for the initial Board of Directors, election of directors shall be conducted so as to create staggered terms with three classes: one (1) director shall serve a three (3) year term; one(1) director shall serve a two (2) year term; and any remaining directors shall serve one (1) year terms.

Section 4.6 Removal. After the Class B Membership shall cease, any Director may be removed from the Board of Directors, with or without cause, by a fifty-one percent (51%) vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board of Directors. Until such time as the Class B Membership shall cease, Board members shall serve at the leisure of Declarant and can be removed with or without cause by Declarant.

Section 4.7 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4.8 Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors may set the salaries of all employees and agents of the Association, if any.

ARTICLE5
MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Meetings of the Board of Directors may be held on a regular basis as often as the Board of Directors see fit, on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 5.3 Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner, and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or by telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

Section 5.4 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5 Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5.6 Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board of Directors meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.7 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including but not limited to the recreational facilities and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the recreational facilities, or other Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under, and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Subdivision;

(h) appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient;

(i) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(j) to enforce the provisions of the Declaration and any additional or supplementary declaration 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 Special Individual Assessments against any Owner for violation of such provisions, rules, or regulations pursuant to the provisions of the Declaration; and

(k) to levy Assessments as more particularly set forth in the Declaration.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

(b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Fix the amount of the Assessments as more particularly described in the Declaration;

(2) Send written notice of each assessment to every Owner subject thereto before its due date; and

(3) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas to be maintained.

ARTICLE 7
OFFICERS AND THEIR DUTIES

Section 7.1 Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers may take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. Each officer of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5 Resignation, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the Treasurer, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.6 Multiple Offices. The same individual may simultaneously hold more than one office.

Section 7.7 Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.8 Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association (provided that the Association chooses to have such a seal, pursuant to Article 10 of these Bylaws) and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books

of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE 8
COMMITTEES

Section 8.1 Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions specified by these Bylaws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

All proceedings and action taken by such committee shall be reported to the Board of Directors at the regular meeting of the Board of Directors or special meeting called for such purpose next following such proceedings or action.

Section 8.2 Nominating Committee. The Association may appoint a Nominating Committee, as provided in these Bylaws.

Section 8.3 Other Committees. The Board of Directors may create such other committees as the Board of Directors may from time to time appoint.

Section 8.4 Compensation. Members of committees, as such, shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation therefor.

ARTICLE9
BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration (along with any amendments thereto or Supplemental Declaration(s) recorded on or after the date of these Bylaws), the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10
CORPORATE SEAL

The Association may, but is not required by law, to have a seal in circular form.

ARTICLE 11
AMENDMENTS

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of at least fifty-one percent (51 %) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Notwithstanding anything in this Section 11.1 to the contrary, the Class B Members may at their option amend these Bylaws without obtaining the consent or approval of any other person or entity.

Section 11.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 12
MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December of the year of incorporation.

ARTICLE 13
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending, or completed action, suit, or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust, or other enterprise.

Nothing contained in this Article 13 or elsewhere in these Bylaws shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

I, Suzanne Dantin, as Sole Incorporator of the Association do hereby adopt and approve the foregoing Bylaws, this the 16 day of August, 2024.

Arrowood Acres Homeowners' Association, Inc.

By: _____
Suzanne Dantin, Sole Incorporator

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Recorded 15 on 05/06/2025 10:45:44 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
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Arrowood Acres Homeowners Association, Inc.

ARCHITECTURAL AND LANDSCAPE GUIDELINES AND RULES AND REGULATIONS

("GUIDELINES AND RULES")

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Appendix 11

Article 1. Introduction

These Architectural and Landscape Guidelines ("Guidelines") and Rules and Regulations ("Rules") are adopted and published by the Board of Directors of the Association pursuant to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD ACRES which is recorded in the Spartanburg County Public Registry ("Declaration").

This document and its contents do not replace the terms and provisions of the Declaration or the Bylaws of the Association ("Bylaws"). In the event of any term or provision contained within these Guidelines conflicts in any way with the terms and provisions contained in the Declaration or the Bylaws, the terms and provisions contained in the Declaration, or the Bylaws will control. Capitalized terms not defined in these Guidelines shall be defined as set forth in the Declaration. For purposes of these Guidelines and Rules, the term "Dwelling" shall mean and refer to the residential House constructed on a Lot.

Article 2. Use Restrictions, Guidelines and Rules

Article XI of the Declaration sets forth USE RESTRICTIONS that are applicable to all Lots within the Property and that must be observed by all Owners and occupants as well as their families and guests. **Compliance with all of the restrictions set forth in the Declaration, including, without limitation, Article XI is mandatory**. If any of the Guidelines described herein are inconsistent with or conflict with any of the provisions of the Declaration, the terms and provisions in Article VIII shall control; provided, however, that Rules and Regulations adopted pursuant to Section 11.27 of the Declaration may be more restrictive than the restrictions contained in the Declaration.

Article 3. Owner Maintenance Responsibilities

Article VIII of the Declaration ("Maintenance of Property") details the maintenance obligations and responsibilities of every Owner. Every Owner is strongly urged to become familiar with the provisions of Article VIII and with the rights of the Association under the Declaration. A failure by Owner to fulfill the maintenance responsibilities and duties set forth in the Declaration may result in enforcement action by the Association, including, but not limited to, administrative fines and penalties as permitted in the Declaration and pursuant to applicable law.

Article 4. Architectural Approval Procedures, Guidelines and Standards

Compliance with the standards and procedures in this Article is required but does not constitute the sole basis for review of applications submitted under Article IX of the Declaration ("Architectural and Landscaping Control"), nor does it guarantee the approval of any submission or application. Each application must be completed and presented to the Reviewer designated under Article IX of the Declaration and will be approved or denied based on its own merit. The Reviewer has the discretion and right to consider any and all factors it deems relevant. **Reviewer decisions may be based on purely aesthetic considerations.** Each Owner and Member of the Association acknowledges that determinations as to such matters are discretionary and that opinions may vary as to the desirability and/or attractiveness of the proposed addition or modification. Decisions are made on a case-by-case basis, and although a modification or addition may have been approved in one

instance, there is no guarantee that it will be approved again. **The requirements of both the Declaration and these Guidelines should be reviewed by Owners before applying for approval to the Reviewer.**

All proposed construction, landscaping, modifications, and additions to Dwellings and Lots within the Community require application to and prior approval of the Reviewer as provided in Article IX of the Declaration. Any Owner who initiates construction, landscaping, alterations, additions, improvements, modifications or any other like activity without prior written approval from the Reviewer risks having to correct or remove said action or improvement at his/her own expense.

Architectural Approval Procedures

All applications must comply with Article IX of the Declaration, must be submitted using the forms provided and approved by the Association, if any, and must include a detailed description of the planned project, including the following information, as applicable:

* Certified Survey
* Size and Dimensions
* Material Descriptions
* Locations (Shown on Survey)
* Colors
* Illustrative Photos
* Renderings/Plans
* Permits (As it Applies)
* Plant Species
* Quantity
* Estimated start and end time of Construction

Guidelines and Standards

Section 4.01 Standards Applicable to All Applications and Approvals Given

All construction and improvements, including modifications and additions, must be permitted as required by law and must comply with all applicable building codes. All projects must be completed as required in the Declaration. Written Reviewer approval is required in every case as provided in the Declaration.

Section 4.02 Fences and Retaining Walls

(a) All perimeter fencing shall be either (i) black picket fencing in decorative metal only, four feet (4') to five feet (5') in height with the spacing between fence pickets not less than one and one-half inches (1 ½"), with all pickets installed on the exterior, or (ii) wooden "Charleston" style privacy fencing which does not exceed six feet (6') in height, provided, however, that such privacy fences shall be permitted only on Lots 1-30; 50-59; 102-114 and 120-132, as shown on the Plat.

(b) Fences are not permitted in the front yard and must tie into the home at the furthest back rear corners of the Dwelling. Under no circumstances may an applicant erect a fence outside of the Owner's property line. In the event of an obstacle, a variance in placement on the Lot may be considered by the Reviewer.

(c) Fences installed on corner Lots along the property line adjacent to the side street must be installed parallel to the side street and cannot extend past the side street setback line as shown on the survey or recorded plat.

(d) Connection of fences on adjacent Lots is required. Owners submitting plans for new fence installation that will connect to a neighboring fence shall communicate their plans for connecting with the adjoining fence Owner. The Owner is solely responsible for this communication.

(e) Two fences will not be approved on or along the same property line. Fence to fence conditions are not permitted.
(f) All fences must comply with Section 11.6 of the Declaration.
(g) Notwithstanding subsection (a) above, screen fencing (e.g., for the purpose of screening a hot tub, patio, etc.) shall not exceed six (6) feet in height and may be erected around a patio, hot tub, sanitary containers stored in the rear yard of the dwelling (not permitted for side yard receptacle enclosures).

Screening shall not be visible from the front street view of the subject Dwelling. Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference.

Screen fencing materials, location and design must be approved by the Reviewer. Landscaping may also be considered as an alternate option for screening, with the exception of waste and recycling receptacles. Landscaping is not an acceptable option for screening of waste receptacles.

(h) All fences and walls shall be maintained in a structurally sound and attractive manner and in compliance with these Guidelines, the Declaration and any other rules and regulations adopted by the Board of Directors.
(i) Retaining wall requests must include plans to address and control storm water drainage. No retaining wall shall be permitted to adversely impact the drainage pattern of the subject Lot, neighboring Lots, and/or any Common Elements.
(j) Any Owner requesting a variance from the requirements set forth in this section shall comply with Section 9.8 of the Declaration. Any variance issued by the Reviewer shall be made in the Reviewer's sole discretion as provided in Section 9.8 of the Declaration.

Section 4.03 Outdoor Fireplaces, Fire Pits, Outdoor Kitchens, and Grills

Permanent fire pits, outdoor fireplaces, outdoor kitchens, and permanent grills require approval from the Reviewer.

No fire pit, permanent grill, outdoor kitchen, or outdoor fireplace shall be permitted to extend beyond the side of a Dwelling and shall not be visible from front street view of the subject Dwelling. Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference.

Owners shall be solely responsible for managing and monitoring all open flames, combustible chemicals, and or devices referenced above while in use.

Section 4.04 Canopies, Gazebos, Awnings, and Pergolas

Canopies, gazebos, awnings, and pergolas are permitted but only over the rear patio or abutting the rear of the Dwelling and may not be visible from front street view and must be approved by the Reviewer.

Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference.

A photo of the proposed structure to include dimensions and colors and a survey showing the proposed placement is required to be included in the submittal to the Reviewer.

Section 4.05 Landscaping

(a) All landscaping improvements and/or additions shall be in compliance with the Declaration and any amendments of record.

(b) Any landscaping additions approved by the Reviewer and installed by the Owner shall be the responsibility of the Owner to maintain and keep in a neat and orderly condition.

(c) Lawns: To ensure aesthetic consistency, all grass installed/planted on Lots shall be the same and shall not be changed from the type originally installed/planted on the Lot by the Builder (typically Bermuda, provided, however, that the Builder has the right in Builder's discretion to install other types of grass for landscaping purposes). Over-seeding of any portion of the Lot with any type of grass other than the type originally planted by the Builder is prohibited.

(d) Plant Materials: Any significant changes from or additions to Builder-installed plant materials require approval by the Reviewer prior to installation. Exceptions are annuals in existing plant beds, which may be planted without approval. Any landscape material which dies on a residential Lot shall be promptly removed and replaced by the Owner with the same or similar plant material, as the Owner shall be responsible for watering and maintaining all plantings and grass on the Owner's Lot.

(e) Plant Beds: Additional plant beds or expansions of existing plant beds require approval by the Reviewer.

(f) Ground Cover for Landscaped Beds: Pine needles, brown or black mulch, and like colored engineered rubber mulch are allowed in plant beds. Landscaping stones or aesthetic river rock may be considered by the Reviewer as an alternate ground coverage. No other ground or bed coverage options are permitted.

(g) Edging / Borders: Edging and/or borders around plant beds require approval by the Reviewer. Stone border colors must be of natural stone color only. Red brick is not permitted. Any brick flower bed wall or pavers shall not exceed 24" in height.

(h) Vegetable Gardens: Vegetable gardens are prohibited in front and side yards. Small gardens may be approved in Rear Yards but require approval by the Reviewer. Vegetable gardens shall not be visible from front street view. Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference. The vegetable garden shall be maintained at all times and kept in a neat and orderly condition.

(i) General Landscaping and Plantings:

1. No plantings are permitted within any swale or easement area located on a Lot.
2. Any landscaping or plantings on a Lot must be consistent with the street scape and general landscaping design for the community, judged by the Reviewer in the Reviewer's sole discretion.
3. No plantings may be installed within two (2) feet of the requesting Owner's property line to ensure the planting does not encroach onto neighboring Lots or Common Elements at the time of maturity.
4. Fruit producing plantings and/or trees are only permitted in the rear yard of the Dwelling.
5. No landscaping improvements shall alter the grade without prior approval of the Reviewer and shall not be permitted to adversely impact the drainage pattern of the Lot.
6. All materials, supplies, and/or equipment stored upon the Lot during the duration of installation shall be properly stored in a neat and orderly condition at all times upon the Lot. No materials, supplies, or equipment shall be permitted to be stored in any road right-of-way or within the Common Elements.
7. Greenhouses or other temporary structures of the like kind are not permitted.

8. Irrigation systems are permitted, but only as approved by the Reviewer. Irrigation systems are permitted to be installed in the front, rear, and side yards. However, irrigation systems shall not be installed within any road right-of-way or easement area. All heads or spray zones shall be directed at the turf or plants beds located upon the Lot. No spray heads or zones shall be pointed towards the sidewalk and water shall not be permitted to pool along the sidewalk or street from irrigation usage. The Owner is responsible for the management of the runoff and/or drainage that results from the irrigation system. The installation of the irrigation system shall not adversely impact the drainage pattern of the Lot, neighboring Lots, or Common Elements.

Section 4.06 Doghouses

(a) All doghouses and like structures must be approved by the Reviewer prior to installation.
(b) Dog runs and dog pens are prohibited pursuant to Section 11.29 of the Declaration.

Section 4.07 Exterior Lighting

(a) Eave-mounted floodlights and low-level landscape lighting must be approved in advance of their installation.
(b) Any changes to the exterior light fixtures must be approved by the Reviewer in advance of their installation.
(c) Lighting additions shall not be directed at neighboring Lots or into a Roadway.
(d) Lighting additions shall not create a disturbance to neighboring or adjacent Lots.
(e) Dock Lighting, walkway lighting, and any other type of lighting may be considered but must comply with these Guidelines, the Declaration, and must be approved in advance by the Reviewer.
(f) Trim Lighting that is identified as permanent holiday lighting is not permitted. Holiday décor and lighting shall comply with Article VIII of the Declaration.

Section 4.08 Swimming Pools, Décor Ponds, and Hot Tubs

(a) In-ground swimming pools must be approved by the Reviewer.
(b) All in-ground swimming pools must be enclosed within an approved perimeter fence enclosing the entire rear yard.
(c) In-ground swimming pools shall not extend beyond the side of the Dwelling and shall not be visible from front street view. Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference.
(d) The installation of an in-ground swimming pool shall not adversely impact the drainage pattern of the Lot, neighboring Lots, or Common Elements. This requirement also applies to the overflow drainage for the pool itself. The Owner shall be responsible for and required to correct all adverse drainage impacts following the pool installation upon written notice from the Association.
(e) All pool equipment is required to be installed in the rear yard of the Lot and screened from front street view as defined in subsection (c) of this section and screened from neighboring Lots.
(f) The pool deck shall be constructed of concrete or other permitted material of like kind. All plans should include colors, materials, dimensions, and any other specifications relative to the design of the pool for the Reviewer's consideration.

(g) Owners shall be required to adhere to any and all setback requirements upon the Lot as required by the County.
(a) Above-ground pools are prohibited as provided in Article XI of the Declaration.
(b) Owners are required to adhere to any impervious restrictions, permitting requirements, and any other regulations that may apply with local municipality, the county, or other governmental authority.
(h) Hot tubs must be approved prior to installation and must be located in the rear yard, adjacent to the Dwelling, and screened from view from neighboring Lots..
(i) Koi ponds or other small décor ponds may be considered for the rear yard only and required approval by the Reviewer. All small décor ponds may be installed in the rear yard only and shall not be visible from front street view as defined in subsection (c) of this section.

Section 4.09 Decks, Pavers, and Patios

(c) Decks, deck stairs, and patios shall not extend into a side yard beyond the sideline of the Dwelling, shall not be visible from front street view, and shall not extend into any side yard setbacks. Front street view for the purpose of these Guidelines shall mean the view of the Dwelling from the street fronting the Dwelling, not an angled view or rear view of the Dwelling. The improvement shall not extend beyond the farthest rear left or right-side corner of the Dwelling as another point of reference.
(d) Decks, decks stairs, and patios are not permitted to be installed within any swale or easement.
(e) Decks (to include any stairs associated therewith) must be natural wood color, brown, taupe, grey, or cedar. Alternate colors may be considered within this color pallet by the Reviewer.
(f) Decks and stairs are required to be maintained and kept in good repair.
(g) Ground-level patios must be constructed of concrete, stone, or brick pavers. Red brick pavers are not permitted.
(h) All paver installation requires approval by the Reviewer. Pavers shall be natural or earth tones in color to include grey, brown, taupe, and other like colors. Red pavers are not permitted.
(i) Owners are required to adhere to any impervious restrictions that may apply with local municipality, the County, or other governmental authority.

Section 4.10 Satellite Dishes, Generators, HVAC Units, and Solar Panels

(a) Subject to the provisions and requirements of the Telecommunications Act of 1996, as amended, no Owner shall construct, install, erect, or maintain any outside television or radio pole or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by an Owner or permitted by an Owner to remain on his or her Lot, without the express written approval of the Reviewer.
(b) The preferred location for permitted satellite dishes is to be mounted on the rear side of the Dwelling.
(c) Permitted satellite dishes shall be mounted in a location so as not to be visible from front street view or screened with screening material approved by the Reviewer so as not to be visible from front street view.
(d) Solar panels are permitted but shall be required to be approved by the Reviewer prior to installation.
(e) Solar panels should be installed on the rear roof of the Dwelling and shall not be visible from the front street view.
(f) Solar tubes are permitted to be installed on the front roof line of the Dwelling following approval by the Reviewer. No more than four (4) solar tubes are permitted to be installed on the front roof of a Dwelling.
(g) All generator and HVAC Unit installations require approval by the Reviewer. All generators and HVAC units should be placed at the farthest rear side corner of the Dwelling or behind the Dwelling in the rear yard. Generators placed on the side of the Dwelling are required to be screened from the front view of

the street. Landscaping or side yard trash can enclosures described in Section 4.15 of these Guidelines would be acceptable options for screening purposes on the farthest rear side corner of the Dwelling.

Section 4.11 Exterior Colors, Shutters, and Window Boxes

(a) All window boxes and/or planters shall be maintained as required in Article VIII of the Declaration.
(b) Artificial plants, trees, or flowers are prohibited.
(c) All exterior changes including, but not limited to, painting, staining and shutter replacement require approval from the Reviewer. All proposed exterior changes must conform to the original scheme designed by the Builder for the existing Dwelling and the community. A Dwelling may not be the same color as the adjoining Dwelling on either its left or right side.
(d) Any changes outside of the original colors on the home must be approved by the Reviewer.

Section 4.12 Storm Doors, Screen Doors, and Porch Enclosures

(a) All storm doors shall be approved by the Reviewer prior to installation.
(b) Storm door color choices and hardware must complement the colors on the exterior of the home, in the Reviewer's discretion.
(c) The frame of the storm door shall match the existing door or the trim of the Dwelling.
(d) Door hardware shall match the existing hardware of the Dwelling.
(e) Storm doors on the front of the home must be full-view with interchangeable glass/screen or full- view with single bar across the middle no wider than 2 inches. The frame must be consistent in width around the entire door, with no solid panels at the bottom of the door. See Appendix A for permitted examples.
(f) Screened-in porch enclosures required approval by the Reviewer. All enclosures (to include its roof, siding, framing, etc.) shall be consistent in color and type as the existing Dwelling. Such addition shall not alter the side lines of the Dwelling. The Owner is required to adhere to all permitting requirements and any other regulatory requirements set forth by local municipality, the county, or other governing authorities.

Section 4.13 Flags and Flag Poles

(a) All Flags and flag poles shall comply with Section 11.21 of the Declaration and any amendments.
(b) Inground flag poles are not permitted, with the exception of small garden flags as allowed by the Reviewer or pursuant to the Rules and Regulations.

Section 4.14 Shutters

(a) Changes in shutter colors or types require approval by the Reviewer.

Section 4.15 Waste and Recycling Storage/Enclosures

(a) All trash and recycling storage and/or enclosures shall comply with Section 11.19 of the Declaration and any amendments thereto.
(b) Enclosures for trash cans and recycle bins must be located in the rear yard or side yard. The rear yard shall mean the area within each Lot bounded by the plane established by the rear façade of the Dwelling and the rear and side property lines.

(c) Trash can enclosures stored in the side yard must be placed at the farthest rear corner on the side of the Dwelling. Variance in placement may be considered by the Reviewer for the allowance of rear gate access, HVAC units, or other like circumstances.
(d) Side yard trash can enclosures shall be constructed of colors and materials consistent with the existing Dwelling. The enclosure options shown in Appendix A of these Guidelines are only permitted in the rear yard and are not permitted for side yard enclosures.
(e) Screening should conceal containers from the view of neighboring Lots and the roadway in front of the Dwelling and must be approved by the Reviewer.

Section 4.16 Garden Art and Water Features

(a) All front yard garden art of any kind taller than 2 ft. require approval by the Reviewer.
(b) Up to four (4) pieces of garden art, each less than 2 feet tall, may be displayed in the front yard of a Lot without prior approval by the Reviewer; additional items in excess of four require prior review and approval by the Reviewer.
(c) Fountains and/or water features of any kind in the front or rear yard required approval by the Reviewer.

Section 4.17 Driveways Extensions, Walkways, and Stairs

(a) Driveway extensions are permitted providing the extension does not encroach within the road right-of-way (ROW) as shown on the recorded plat and/or survey and does not extend beyond the house side of the sidewalk.
(b) Driveway extensions shall be constructed of concrete that is same in color as the existing driveway or pavers that are natural in color to include taupe, brown, grey, beige, or other like earth tones. All extensions and materials require prior approval by the Reviewer.
(c) The Owner is required to adhere to all impervious restrictions and or other regulations that may apply with the local municipality, the county, or other governing authorities.
(d) Stairs that border the driveway require prior approval by the Reviewer. All stairs shall be constructed of steps that are natural in color to include grey, taupe, or brown. Railings for stairs shall only be permitted to be black aluminum, metal or steel material.
(e) Walkways are permitted to be placed either on the side of the Dwelling or in the rear yard and may be constructed of pavers or concrete. Colors shall be natural in color to include grey, taupe, or brown. Walkways shall not be installed within a swale or easement and shall not adversely impact the drainage pattern of the Lot. All walkways require prior approval by the Reviewer.

Section 4.20 Grading and Drainage Alterations

All grading and drainage alterations require prior approval by the Reviewer. All such changes shall comply with the restrictions and regulations set forth in the Declaration and will be reviewed and considered on a case-by-case basis. Owners are required to submit a full grading and drainage design of any proposed drainage or grading alterations and include any and all materials to be utilized for the Reviewer's consideration.

Article 5 Enforcement

In the event of an Owner, occupant, tenant, or guest fails to comply with any provision of the Declaration, the Association's Bylaws or the rules and regulations, they may be subject to enforcement action by the Association, including, but not limited to, the imposition of fines, suspension of privileges and services, and/or Special Individual Assessments, permitted in the Declaration and pursuant to applicable law.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 5th day of May, 2025.

SIGNED, sealed and delivered
in the presence of:

Arrowood Acres Homeowners' Association, Inc.

By: (SEAL)
Suzanne H. Dantin
Secretary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, ~~Melody Terpack~~ Sara Ramirez, the undersigned Notary Public, do hereby certify that Suzanne H. Dantin, secretary of Arrowood Acres Homeowners' Association, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

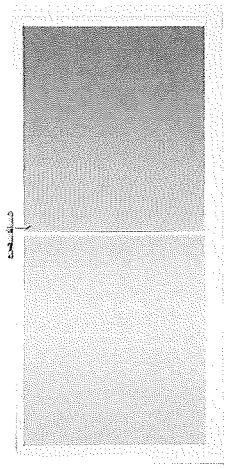
Witness my hand and official seal this the 5 day of May 2025.

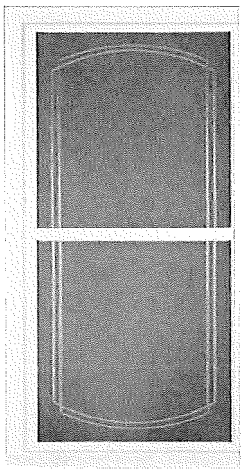
(SEAL)
Notary Public for South Carolina
My commission expires: ~~September 25, 2028~~ 1-9-34

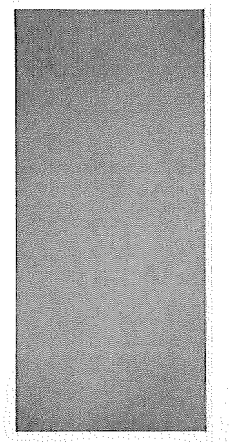
SARA RAMIREZ
Notary Public-State of South Carolina
My Commission Expires
January 09, 2034

Appendix A 1. Examples

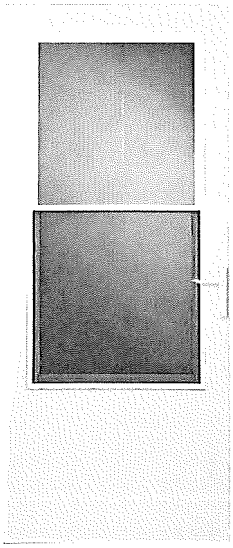
APPROVED STORM DOORS FRONT OR BACK OF HOME:







APPROVED STORM DOOR FOR BACK OF HOME ONLY:



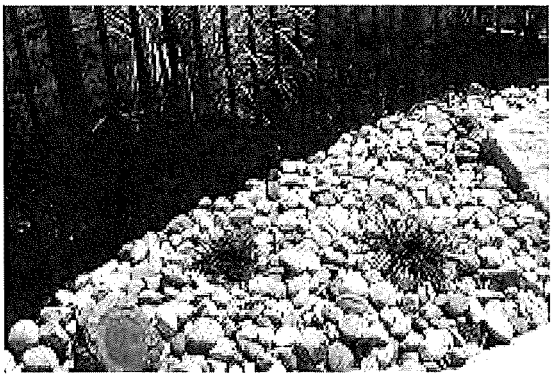
Appendix A2. Examples of Permitted Mulch Options







Appendix A3. Examples of Permitted Landscaping Stones







Appendix A4. Approved Examples of Trash Enclosures for Rear Yards only. Color must compliment or match the exterior façade of the Dwelling. All side rear yard enclosures are required to be constructed of the same colors and materials as the existing Dwelling. The examples shown below are not permitted for side yard placement.

