

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE
SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN.15-48-10 ET SEQ., AS AMENDED)**

STATE OF SOUTH CAROLINA	)	
	)	DECLARATION OF COVENANTS,
COUNTY OF SPARTANBURG	)	CONDITIONS AND RESTRICTIONS FOR
		SYLVAN WOODS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Sylvan Woods Subdivision (the "Declaration") is made 9th day of July, 2024, by Deep River South Development, LLC a South Carolina limited liability company, hereinafter referred to as the "Declarant" and Milestone Custom Homes, LLC. The Declarant states and declares as follows:

EACH OWNER, BY ACCEPTANCE OF A DEED FOR A LOT, AGREES THAT ANY DISPUTE ARISING OUT OF THE USE, OCCUPANCY OR OWNERSHIP OF A LOT OR THE COMMON AREA OR THE INTERPRETATION OR ENFORCEMENT OF THIS DECLARATION, THE RULES AND REGULATIONS, OR THE BYLAWS OR ANY PROVISION HEREOF OR THEREOF SHALL BE SETTLED BY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. 15-48-10 ET SEQ.), AS AMENDED AND THE ARBITRATION RULES STATED HEREIN.

THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO AMEND OR RESTATE THIS SUBDIVISION DECLARATION WITHOUT THE CONSENT OF ANY OWNER, THEIR MORTGAGEE(S) OR THE ASSOCIATION FOR SO LONG AS THE DECLARANT OWNS ANY PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY CONTAIN ADDITIONAL RESTRICTIONS OR OBLIGATIONS AFFECTING THE USE OF THE COMMON AREA, ANY LOT, OR ANY OTHER SUCH PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY ALSO AFFECT AN OWNER'S OBLIGATION AS A MEMBER OF THE HOMEOWNERS ASSOCIATION, EVERY PURCHASER OR GRANTEE OF ANY LOT OF COMMON AREA NOW AND HEREINAFTER DESIGNATED, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE THEREOF, ACKNOWLEDGES NOTICE OF THE DECLARANT'S RIGHT TO AMEND THIS DECLARATION AND THAT THEIR RIGHTS ARE SUBJECT TO CHANGE. ANY SUCH AMENDMENT SHALL BE APPLICABLE TO AND BINDING UPON THE OWNERS AND THE LOTS. AT THE OPTION AND SOLE DISCRETIONS OF THE DECLARANT, ANY AMENDMENTS TO THE DECLARATON MADE BY THE DECLARANT MAY APPLY: (1) UPON THE DATE OF EXECUTION OR RECORDING OF THE AMENDED OR RESTATED DECLARATION; (2) RETROACTIVELY TO THE DATE OF THIS SUBDIVISION DECLARATON OR TO SOME OTHER SPECIFIED DATE IN THE AMENDMENT, OR (3) PROSPECTIVELY TO SOME SPECIFIED DATE IN THE AMENDMENT, CERTAIN RIGHTS OF THE DECLARANT SET OUT IN THE DECLARATON SHALL CONTINUE AFTER THE DECLARANT NO LONGER OWNS ANY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF RE-ESTABLISHING ITS CLASS B MEMBERSHIP IF AND WHEN IT RE-ACQUIRES ANY OF THE PROPERTY OR ANNEXES ADDITIONAL LAND TO THE PROPERTY

DEE-2024-31303



A. The Declarant is the owner of that certain real property located in the City of Greer, Spartanburg County, South Carolina as shown in **Exhibit A**, **Exhibit A-1** and the community subdivision plat shown on **Exhibit B** attached hereto and incorporated herein (the "Property").

B. The Declarant has subdivided the Property into four residential lots, common areas and private rights-of-way, and to create from the Property and such additional land as may be subjected to the Declaration pursuant to Article X below, a planned community to be known as **Sylvan Woods** (the "Community"); and

C. The Declarant desires to impose certain restrictive and protective covenants upon the Property to protect and to promote the beneficial ownership, use and enjoyment of all residential lots and units located within the Community.

THEREFORE, the Declarant hereby executes this Declaration to create Sylvan Woods Subdivision and declares that henceforth all portions of the Property shall be held and owned subject to the following terms, provisions, covenants, conditions and restrictions, which shall run with the Property and which shall be binding upon all owners of any portion of the Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

Article I. Intentionally Deleted.

Article II. Definitions.

The definitions set forth below shall have the specific meanings stated:

"Ad Valorem Tax Assessments" shall mean assessments levied in accordance with Sections 9.6 below.

"Annexation Declaration" shall mean an instrument recorded at the Spartanburg County Register of Deeds that subjects additional land to this Declaration.

"Architectural Guidelines" shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article V below, as they may be amended.

"Articles of Incorporation" shall mean the Articles of Incorporations for Sylvan Woods Homeowners Association, Inc., a South Carolina non-profit corporation as filed with the South Carolina Secretary of State's Office.

"Association" shall mean Sylvan Woods Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns, abbreviated herein as "SWHOA".

"Base Assessment" shall mean the assessment levied on all Lots subject to assessment under Article IX below to fund common expenses, as determined in accordance with Article IX below.

"Board of Directors" or "Board" shall mean the executive board of the Association, as created by the Articles of Incorporation and Bylaws.

"Bylaws" shall mean the bylaws of the Association as they now or hereafter exist and as they may be modified as provided herein. The current Bylaws are attached as Exhibit F.

"Common Area" or "Common Areas" shall mean all property or facility, wherever located,

owned or leased by or dedicated to the Association, subjected to any easement or license in favor of the Association for the common use and enjoyment of Members or designated on the recorded subdivision plats as "Open Space", "Common Open Space" or "Common Area". Common Area shall include the community's internal private roads, as shown on Exhibit B being Sylvan Woods Drive, La Mare Court and Moselle Court, the earthen mounds and landscaping along Abner Creek Road and along Sylvan Woods Drive, La Mare Court and Moselle Court, the walking path/common area along the waters edge of the existing pond as is shown in Exhibit B. Common Area also includes all water mains extended from the Greer water line in Abner Creek road that terminate into two City of Greer water meter vaults that will individually serve each lot and a 2" sanitary sewer pressure sewer line that connects the 4 lots to the City of Greer owned Vines Creek Lift station, as is shown in Exhibit A-1. The individual grinder pumps of each lot and their 1" connection lines that connect to the 2' common line will NOT be a common utility but will be individually owned by each lot owner.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established pursuant to the Architectural Guidelines, Rule and Regulations, and Board resolutions, whichever is the higher standard. Declarant shall initially establish such standard, which may involve both objective and subjective elements. The Community-Wide Standard shall evolve as the Community evolves.

"Declarant" shall mean Deep River South Development, LLC, a South Carolina limited liability company, or any successor or assign designated as Declarant in a Recorded Document executed by the immediately preceding Declarant.

"Declarant Control Period" shall mean the period of time during which Declarant holds a fee interest or contractual right in any portion, however small, of the land described in **Exhibit A**, **Exhibit A-1**, and/or **Exhibit B** attached hereto and incorporated herein.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Sylvan Woods Subdivision and any amendments hereto or restatements hereof.

"Governing Documents" shall mean, collectively, this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, The Bylaws, the Architectural Guidelines and the Rules and Regulations, as the same may be amended from time to time.

"Lot" shall mean any separate parcel of land within the Community designated for separate ownership or occupancy and residential use

"Limited Common Area" shall mean a portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Lots.

"Member" shall mean and refer to every person or entity entitled to membership in the Association as proved in Article III below.

"Mortgage" shall mean a mortgage recorded at the Spartanburg County Register of Deeds that is a lien against any Lot. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Mortgage having priority over all other Mortgages encumbering a Lot. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Neighborhood" shall mean any area or areas within the Community designated by a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents

of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by, or common to all residents within the Community.

“Neighborhood Assessments“ shall mean assessments levied in accordance with Section 9.7 below.

“Neighborhood Expenses“ shall mean the actual and estimated expenses which the Association incurs or expect to incur for the benefit of the Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplementary Declarations(s) applicable to such Neighborhood(s).

“Occupant“ means any person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such person is a tenant of the Owner or such property. “Occupants“ shall refer to more than one Occupant.

“Owner“ shall mean and refer to an owner of record of a fee simple interest in any Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Lot. At this time, Declarant and Milestone Custom Homes, LLC own the Lots and are the Owners.

“Recorded Document“ shall mean any document, including a map or plat of survey, recorded at the Office of the Register of Deeds of Spartanburg County, South Carolina.

“Rules & Regulations“ shall mean the initial rules and regulations for use and occupancy of the Lots and the Common Area set for in **Exhibit C**, as they may be supplemented, modified, restated or superseded pursuant to Article IV below.

“Special Assessments“ shall mean assessments levied in accordance with Section 9.4 below.

“Specific Assessments“ shall mean assessments levied in accordance with Section 9.5 below.

“Supplemental Declaration“ shall mean any declaration of covenants, conditions, and/or restrictions that Declarant may file at the Spartanburg County Register of Deeds subsequently to filing this Declaration, which shall apply only to a particular area or areas within the Community. Such Supplemental Declaration may supplement, change, amend or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

“Wetlands“: Any portion of the Property which may contain wetlands, wetland buffers, submerged lands or other critical areas and on which activities may be subject to the jurisdiction of the U.S. Army Corps of Engineers and/or South Carolina Department of Health and Environmental Control. Owners whose Lot contains any Wetlands shall comply with any applicable governmental regulations, restrictions, agreements, ordinances, regulations or policies of such governmental authorities (collectively the “Wetlands Restrictions“) and shall be responsible for unapproved activities occurring on any Wetlands located on or within their Lot.

Article III. Sylvan Woods Homeowners Association, Inc.

Every person or entity who is an owner of a fee or undivided fee simple interest in any of the Lots shall be a Member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The Association shall be organized and governed as follows:

3.1 Purposes. The purposes of the Association shall be:

a. To operate, maintain and preserve all Common Areas, and all roads, streets, sidewalks, decorative and protective structures (including, but not limited to, entry monuments and buffer walls), ponds edge common areas, utilities, landscaped areas and other improvements located thereon, if any, that have not been dedicated to Spartanburg County or any other municipal or governmental entity for their ownership and maintenance.

b. To enforce the provisions of the Governing Documents;

c. To perform all duties and functions allotted to owners' associations;

d. To promote and to protect the enjoyment and beneficial use and ownership of the Lots;
and

c. To promulgate and enforce the Rules and Regulations and administrative rules and regulations for use of the Common Area.

3.2 Powers and Responsibilities. The Association shall have all rights, powers and responsibilities and shall perform all duties and functions that may be assigned to it by Declarant pursuant to this Declaration.

3.3 Voting Rights and Meetings. On matters of Association business submitted to vote of the membership, there shall be two (2) classes of membership.

Class A. Every person who is an Owner, with the exception of the Declarant, shall be a Class A Member. Class A Members shall be entitled to one (1) vote per Lot. No more than one vote per Lot may be cast by Class A Members, regardless of the number of Owners of a given lot.

Class B. The Declarant shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot it owns, plus one (1) vote for each Lot owned by a Person other than the Declarant. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by the Declarant to other Owners; (ii) surrender by the Declarant of the right to appoint or remove any officer of the association or member of the Board by Recorded Document executed by the Declarant; or (iii) the expiration of Declarant's rights to appoint or remove any officer of the Association or member of the Board pursuant to Article XI below.

Unless otherwise provided herein, all voting matters shall be decided by a simple majority vote. Requirements for a quorum shall be as provided by the Bylaws. The Members shall meet as provided by the Bylaws.

3.4 Bylaws. The initial Board shall enact and adopt all and any Bylaws that they deem necessary for the operation of the Association, which Bylaws shall be binding upon all Members, their Mortgagees, lessees, agents and invitees. The Bylaws are attached to this Declaration as

Article IV. Use and Occupancy of Lots and Common Areas.

4.1 Fundamental Restriction on Use.

The Lots and Common Area shall be used for residential and related purposes only, subject to and consistent with the Governing Documents, including the Rules and Regulations; provided that Declarant, the Association and/or builders approved by Declarant may maintain a business or management office within the Community, and provided that Declarant and/or any brokers or builders approved by Declarant may maintain information centers, model homes and sales offices within the Community. Notwithstanding the above, home business use ancillary to the primary residential use of a Lot is permitted, subject to the Rules and Regulations and all applicable laws and ordinances of governmental authorities. Each Owner, by acceptance of a deed or other instrument granting an interest in any Lot, acknowledges and understands that such Lot is subject to rules and restrictions on use, occupancy and transfer as set forth herein and in the Rules and Regulations attached hereto as Exhibit "C", as they may be expanded, modified, repealed or otherwise amended in accordance with the procedures set forth the Governing Documents. The provisions of this Article IV shall not apply to any activity conducted by Declarant, or any Builder, with respect to its sale of the Community or its use or sale of any Lot which it owns within the Community.

4.2 Fundamental Restriction on Occupancy.

All Occupants of a single Lot shall be members of a single family. For purposes of this Declaration, a single-family unit is defined as a group of individuals related by blood, marriage, adoption, or guardianship, or not more than three (3) persons not so related, living together as a single housekeeping unit. The number of Occupants on each Lot shall also be reasonable limited by the Lot's size and facilities and by a policy against disproportionate use of the Common Areas. Every Owner shall cause all guests of his, her or its Lot to comply with the Governing Documents and shall be responsible for all violations and losses to the Common Area caused by such guests, notwithstanding the fact that such guests also are fully liable and may be sanctioned for any violation.

4.3 Additional Restrictions on Use and Occupancy of Lots

Use and occupancy of all Lots shall be restricted as follows:

4.3.1 Completion of Construction. Once construction of any structure located within the Community is begun, it shall be pursued diligently and must be completed within sixteen (16) months of its commencement, unless otherwise approved in writing by Declarant.

4.3.2 Subdivision of Lots. No dwelling shall be erected on less than one Lot and no Lot shall be subdivided; however, owners of adjoining Lots may adjust a common boundary line, provided that the adjustment conforms in all respects with all applicable governmental regulations and ordinances, and with this Declaration, including any building setbacks imposed by any of the foregoing.

4.3.3 Signs. No signs, billboard, banner or item of similar nature shall be displayed to public view on any Lot, right of way or Common Area without the prior written approval of the ARC (as defined in Section 5.2.2 below), including, but not limited to, a “for sale”, “for rent” or “garage sale” sign. This provision shall not apply to marketing, construction, advertising or informational signs placed on any Lot, right of way or Common Area by Declarant, or a builder approved by Declarant. The Association may have the right to remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this Declaration or as amended or supplemented. A valid easement shall exist on any Lot for such removal by the association or its agents. Notwithstanding anything to the contrary herein, the rights of Owners and Occupants to display on their Lots flags and political signs normally displayed in or outside of residences in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, number, size, place and manner restrictions regulating displays which are visible from outside the Lot.

4.3.4 Refuse Storage. No Lot shall be used or maintained as a dumping ground for rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Lots. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the ARC. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the ARC and, in any event, shall be kept in an enclosed area not subject to view for any person, from any direction.

4.3.5 Storage of Building Materials. No lumber, brick, stone, cinder block, concrete block, cement, or other materials used for building purposes shall be stored upon any Lot longer than a reasonable time for the completion of the construction in which they are to be used.

4.3.6 Temporary Structures, sheds/structures. No Temporary structures such as sheds shall be erected or placed on any Lot without written approval of the Declarant or the Association. Such structures, if so permitted, may be used for storage, and never as a residence. The ARC shall have the review and approval rights for any temporary structure or shed/structure and its placement location on any lot.

4.3.7 Parking and Vehicle Storage. Only licensed and reasonably functional vehicles legally capable of operating on a public street, classified as passenger cars, station wagons, passenger pick-up trucks or passenger vans may be regularly parked in driveways; provided, however, that no recreational vehicles of any kind may be permitted to park anywhere in the Community other than to park temporarily in an individual lot driveway, not to exceed 72 hours, for the exclusive purpose of loading and unloading in preparation or returning from its use by the resident, or by special exception, within in an ARC approved area and design characteristics of the submitted site and architectural plans for long-term, on-lot parking and storage. For purposes of this Declaration, a recreational vehicle or “RV” shall mean any van, utility vehicle or similar type of vehicle that is for recreational purposes, such as camping, and may be equipped with living facilities. No vehicle will be permitted to park regularly on any common roadway within the Community. No vehicle located on a Lot may be used as a dwelling, even temporarily.

4.3.8 Offensive Activities Prohibited. No noxious or offensive activity shall be conducted upon any Lot or Common Area, nor shall anything to be conducted thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to the Occupants of any Lot.

4.3.9 Underground Utilities. All utility lines serving structures located on Lots shall be placed

underground.

4.3.10 Mobile Homes and Manufactured Housing. No mobile home, trailer or manufactured housing shall be located on any Lot.

4.3.11 Screening. Subject to the provisions of the Rules and Regulations, satellite dishes, antennae, clotheslines, pet enclosures and the like shall not be located on a Lot so as to be visible from any roadway or any other Lot to the greatest degree possible. Boats, boat trailers and campers shall not be located on a Lot, except stored inside of a closed garage, unless fencing has been installed on the Lot to screen the boats, boat trailers and/or campers so that they are not visible from any roadway or Lot. Boats, trailers and campers shall be permitted to remain parked in an individual lot driveway on a temporary basis for not to exceed 48 hours expressly for the purpose of loading and unloading belongs from such boat, camper or trailer.

4.3.12 Square Footage Restrictions and Siding requirements. Any single-story dwelling erected on a Lot shall contain a minimum enclosed area of Two Thousand Five Hundred (2500) square feet. Any dwelling being a 1.5 or 2 story home erected on a Lot shall contain a minimum enclosed area of Three Thousand (3000) square feet. The term "enclosed area" as used in this Sections shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, unfinished basement areas, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6, but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property. Brick, Stone, EFIS, Stucco and Hardi Board/LP Smart side siding materials are permitted on home exteriors. Use of aluminum and vinyl and composite trim materials may be permitted in limited areas subject to Declarant and/or Board review and approval.

4.4 Rules and Regulations

In addition to the restrictions stated above, which may be modified or rescinded only by an amendment to this Declaration, use and occupancy of the Lots and Common Area shall be subject to the Rules and Regulations, which are intended to govern day-to-day use and occupancy of the Lots and Common Areas. The initial Rules and Regulations are set forth in **Exhibit C** attached hereto and incorporated herein. In order to adapt and respond to changing or unforeseen circumstances affecting the Community, the Declarant, the Association and the Owners must have the ability to change the Rules and Regulations in an expedited and inexpensive manner. Accordingly, the Rules and Regulations may be amended, supplemented and/or rescinded and restated as set forth in Section 4.4.

4.4.1 Declarant's Authority. During the Declarant Control Period, the Declarant shall have the unilateral right to amend, supplement and/or rescind and restate the Rules and Regulations, without prior notice to the Association or to other Owners; provided that no such action by Declarant may have a material adverse effect on title to or marketability of any Lot.

4.4.2 Board Authority. The Board may amend, supplement and/or rescind and restate the Rules and Regulations. The Board shall send notice by mail to all Members concerning any such proposed action at least five business days prior to the Board meeting at which such actions is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. The Board's decision on such action shall be final, subject only to subsection 4.4.1.

4.4.3 Member's Authority. Members representing more than Fifty (50%) percent of

the total vote in the Association, at an Association meeting duly called for such purpose, may amend, supplement and/or rescind and restate the Rules and Regulations.

4.4.4 Conflicts. Nothing in this Article shall authorize the Board to modify, repeal or expand the Architectural Guidelines or any provision of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control. In the event of a conflict between this Declarations and the Rules and Regulations, this Declaration shall control.

4.5 Limitations. The right and ability of the Declarant and the Board to amend, supplement or restate the Rules and Regulations shall be limited as follows:

4.5.1 Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of kinds normally displayed in single-family residential neighborhoods shall not be abridged, but no such display may violate Community-Wide Standard or violate any other provision of the Declaration.

4.5.2 Activities Within Dwellings, Noise. No rule established pursuant to this Article shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create costs for the Association or other Owners, that create a danger to the health or safety of others, that generate excessive noise by direct action or by pet ownership noise (i.e., excessive dog barking as determined by the Declarant and/or board), traffic or use of parking facilities, that create unsightly conditions visible outside the dwelling or that otherwise violate the provision of the Declaration or any applicable governmental law, ordinance or regulation.

4.5.3 Alienation. No rule promulgated pursuant to this Section shall prohibit leasing or transfer of any Lot or require consent of the Association or Board for leasing or transfer of any Lot; however, the Association may require a minimum lease term of twelve (12) months and otherwise regulate the leasing of Lots.

4.5.4 Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This limitation shall apply only for the duration of such Owner's ownership of the Lot personally, and this right shall not run with title to any Lot.

The limitations stated in this subsection shall not apply to amendments to this Declaration.

4.6 Common Area Administrative Rules.

The Board may promulgate and enforce administrative rules and regulations governing use of the Common Areas without notice to the Member or any hearing. Examples of such administrative rules and regulations shall include, but not be limited to, setting hours of operation of a recreational facility or allocating or reserving use of a facility by particular individuals at particular times.

4.7 Notice to Purchasers and Mortgagees.

All prospective purchasers and mortgagees are given notice that use of the Lots and Common Area is restricted and governed by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Purchaser, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot shall be affected by the Rules and Regulations which

may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded Document. **Take notice that the Declarant or the Association may have changed the initial Rules and Regulations since the recording of this Declaration.** The Association shall provide a copy of the current Rules and Regulations to any prospective purchaser, Member or Mortgagee upon written request and payment of reasonable cost of such copy.

4.8 Restrictions on Transfer; Changes in Ownership

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the Board receives such notice, notwithstanding the transfer of title.

Article V. Architecture and Landscaping

5.1 General.

No structure or thing, including but not limited to fences, shall be placed, erected, or installed upon any Lot and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any Lot except pursuant to approval and in compliance with this Article and Architectural Guidelines and such proposed improvements shall be subject by the Declarant or the board, as it may exist.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of a dwelling located on his or her Lot without approval; provided the modifications to the interior of the dwelling visible from outside the structure shall be subject to approval.

This Article shall not apply to Declarant's activities or to the Association's activities during the Declarant Control Period.

5.2 Architectural Review.

5.2.1 By Declarant. Each Owner, by accepting a deed or other instrument conveying any legal or equitable interest in a Lot, acknowledges that, as the developer and owner of real estate in the vicinity of and within the Community, Declarant has a substantial interest in the quality and appearance of improvements within the Community, and in determining that they enhance Declarant's reputation as a developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, no Owner shall commence any activity within the scope of the Article on his or her Lot unless and until Declarant or its designee have given prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely

in Declarant's interest and shall own no duty to any other Person. Declarant's rights reserved under this Article shall continue or as long as Declarant owns any portion of real property described in **Exhibit A, Exhibit A-1 or Exhibit B** or has the right to expand The Community pursuant to Section 10.1, unless earlier terminated by Declarant or Recorded Document.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to any other Person or committee. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (a) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (b) Declarant's right to veto any decision which Declarant determines, in its sole and exclusive discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of any other Person or committee shall be limited to such matters as are specifically delegated to it by Declarant.

5.2.2 Architectural Review Committee. Upon delegation by Declarant or upon expiration of the Declarant Control Period, the Association, acting through and architectural review committee ("ARC") appointed by the Board, shall assume jurisdiction over architectural matters. The ARC shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced at the Board's discretion. The members of the ARC need not be Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, the Board shall establish from time to time.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Association or expiration of the Declarant Control Period, the Association shall have no jurisdiction over architectural matters. Declarant shall have ARC decision authority until the completion of the final house in the community in order to maintain continuity and consistency in the application of such decisions.

5.3 Reviewer. For purposes of this Article, the Declarant, the committee or entity having jurisdiction over architectural matters in a particular case shall be referred to as the "Reviewer". The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

5.4 Guidelines and Procedures

5.4.1 Architectural Guidelines. Declarant may prepare Architectural Guidelines applicable to Lots which may contain general provisions applicable to all Lots as well as specific provisions which vary among the Lots according to location, Neighborhood, use, or other factors. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer in considering application hereunder. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee approval of any application. Further, the Architectural Guidelines may be more restrictive than guidelines followed by Spartanburg County or as set for in the International Builder's Code.

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portions of the real property described in **Exhibit A, Exhibit A-1, or Exhibit B** or has a right to expand the Community pursuant to Section 10.1, notwithstanding a delegation of reviewing authority, unless Declarant also delegates the power to amend the Architectural Guidelines. Upon

terminations or delegation of the Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the Board's consent. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Association shall maintain a copy of the Architectural Guidelines, as they may exist from time to time, and shall make them available to Members or Owners for inspection and copying upon reasonable notice during the Association's business hours. In Declarant's discretion, such Architectural Guidelines may be recorded at the Spartanburg County Registry, in which event the recorded version, as it may be amended, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

5.4.2 Procedures. Except as the Architectural Guidelines otherwise specifically provide, no activity described in Section 5.1 shall commence on any Lot until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications showing details and features of proposed construction, as may be applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as deemed necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability or attractiveness of particular improvements. Subject to Declarant's veto power described herein, the Reviewer shall have sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment. Such determinations shall not be subject to review so long as they are made in good faith and in accordance with procedures described in this Article.

The Reviewer shall make a determination on each application within thirty (30) days after receipt of the completed application and all required information. The Reviewer may (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; (c) disapprove the application; or (d) request further or additional information. The Reviewer may, but shall not be obligated to, specify the reasons for any objections or offer suggestions for curing any objections.

Until expiration of the Declarant's rights under this Article, the ARC shall notify Declarant in writing within three business days after the ARC has approved an application. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have Ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

In any event, the Reviewer shall notify the applicant in writing of a final determination within thirty (30) days after its receipt of a completed application and all required information. In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to the Declarant's veto right. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless the Reviewer has granted a variance pursuant to Section 5.6.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing construction of any proposed improvements. Once construction is commenced, it shall be diligently pursued to completion. All work shall be complete within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement actions by the Association, Declarant, or any aggrieved Member.

The Reviewer may by resolution exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5.5 No Waiver of Future Approvals.

Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans, or in connections with any other matter requiring approval, shall not constitute a binding precedent in any other matter or waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.6 Variances.

The Reviewer may authorize from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; (c) estop the Reviewer from denying a variance in other circumstances, whether or not such other circumstances should be substantially similar. For purposes of the Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5.7 Limitation of Liability.

The standards and procedures this Article establishes are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Reviewer shall not bear any responsibility for ensuring (a) the structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements, (c) the Lots are of comparable quality, value, size, or of similar design, aesthetically pleasing, or otherwise acceptable to neighboring property owners, (d) that view from any other Lots or the Common Area are protected, or (e) that no defects exist in approved construction.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the actions, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner of quality of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the ARC, and any members thereof as provided in the Bylaws.

5.8 Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that such Owner's Lot has no known violations of the Article or the Architectural Guidelines. The Association shall either grant or deny such request within Thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall stop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of date of such certificate.

5.9 View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across any portion of the Community or any adjacent property will be preserved without impairment. Any additions of changes, whether occurring in the course of developing or maintaining the Community, may diminish or obstruct any view from Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Article VI Maintenance and Repair

6.1 General. All areas within the Property and all areas covered by easements or licenses owned or held by the Association shall be maintained to the Community-Wide Standard, and to all other standards stated in this Declaration, any Supplemental Declaration and the Bylaws, Rules and Regulations of the Association. The Association and the individual Owners shall be responsible for such maintenance, as provided in this Article VI.

6.2 Association Responsibility. All common streets, sidewalks, entranceways and common facilities as identified herein in the Community shall be maintained by the Association. Such maintenance shall include repair and reconstruction, when reasonably necessary as determined by applicable business standards. Maintenance of the roads, streets, sidewalks, entranceways and cul-de-sacs in the Community shall conform to the standard of maintenance (if one is ascertainable) which would be required by the South Carolina Department of Transportation or other governmental entity before it would accept such roads, streets, sidewalks, entranceways and cul-de-sacs for maintenance.

The Association shall also maintain the following:

- a. All landscaped earthen mounds along Abner Creek road, rights-of-way and all entry features;
- b. All Common Areas including common driveway as shown in Exhibit B, common areas as identified previously in the Definitions section of this document and improvements of any nature located thereon that have not been dedicated to the City of Greer or Spartanburg County, or any other

State, local, or municipal authority, excluding, however, any and all such improvements that are appurtenant to a single Lot and owned by an Owner;

c. All pond edges, streams and culverts located on the Property which are identified as common area on the plat (Exhibit A) and as it may serve as part of any drainage and any applicable storm-water retention system; and

d. All signage, landscaping, irrigation systems, and other improvements installed withing Common Areas by Declarant, its successors or assigns.

The Association shall be responsible for paying all ad valorem taxes levied against the Common Areas by the applicable governing authority, if any. Upon default of the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments levied for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portions of such unpaid taxes or assessments in the amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Community. Solely by way of example and not to direct the payment of any charges under this section, the foregoing shall be interpreted such that if the Association were comprised of 4 Lots, each Owner should be personally obligated to pay an amount equal to one fourth (1/4 th) of such unpaid taxes and assessments. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien, subordinate to all mortgages on the Lot of the then-Owner, his or her heirs, devisee, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner in the manner provided in Article IX.

6.3 Owner's Responsibility. Each Owner shall maintain his or her Lot and all unimproved Common Area along the boundaries of his or her Lot (e.g., area between lot line and curb). Each Owner shall maintain all landscaping, paving, structures and improvements of any nature whatsoever located on his or her Lot. Each Owner's maintenance of his or her Lot and adjoining, unimproved Common Area shall include, but not be limited to:

- a. Keeping the area free and clear of all litter, trash, refuse and wastes;
- b. Mowing lawns, weed controlled and fertilized on a regular basis;
- c. Maintaining any approved side or swales constructed by the Owner for the direction of storm water runoff so as not to affect the drainage or yard condition of any neighbor in any negative way whatsoever which shall be subject to the review and decision, initially by the Declarant and when applicable the board members.
- d. Pruning trees and shrubs;
- e. Watering lawns;
- f. Keeping exterior lighting and mechanical facilities in working order;
- g. Keeping lawn and garden areas alive.

- h. Removing and replacing any dead plant material;
- i. Keeping vacant land well maintained and free of trash and weeds;
- j. Keeping their individual parking areas and driveways in good repair;
- k. Complying with all governmental health and police requirements.
- l. Repainting of all structures; and
- m. Repair of exterior damage to all structures.

Respective responsibilities of Owner and SWHOA for the operation, maintenance and repair of sanitary service grinder pumps and 1" private pressure line.

6.4 **General.** All Single-Family lots within the Sylvan Woods Subdivision shall have access to Greer CPW sanitary Sewer facilities located in the adjoining Vines Creek Subdivision as shown in Exhibit A-1 by utilization of individual sanitary sewer grinder pump which shall be located in the rear yard area of each lot subject to compliance with Greer CPW and/or building department (as applicable) general rules and regulations and the special terms set forth herein. Each grinder pump shall be connected via an individual 1" force main to a common 2" force that will connect into "sanitary manhole A-1" that is located on the adjoining Vines Creek subdivision, as shown on the attached Exhibit A-1. At the time of sale of any lot within Sylvan Woods to a third-party purchaser, the Declarant shall supply the lot owner with a sanitary sewer grinder pump and ground vault as specified in Exhibit E, that will serve the home to be constructed on the lot. The 2" common force main and the required clean-out and isolation valves per the pump manufacturer specifications shall be constructed by the Declarant. Said common 2" force main shall be located within a maintenance and repair easement and shall be shown on the Vines Creek Subdivision Plat (Exhibit A-1) as a platted easement for purposes of operating and maintaining said force main line and shall be shown in the Vines Creek recorded final plat.

6.5 **Association Responsibility.** The common 2" force main that shall serve each of the 4 individual grinder pumps for the four lots of Sylvan Woods shall be owned and maintained by SWHOA. The SWHOA will establish an inspection contract with a certified plumbing and/or pump maintenance contractor to provide for the inspection of each pump as per the manufacturer's recommended inspection schedule for the supplied pump. Upon such inspections, the inspection company shall prepare written evaluation for each homeowner noting each pump's operating condition and shall provide a recommendation for any maintenance work that may be needed for any individual grinder pumps to each homeowner. The cost of this inspection service for the pumps and the force mains shall be paid by the SWHOA with an established "line maintenance reserve". Any recommended maintenance for any individual pump that may be recommend to be required shall be the sole responsibility of the homeowner Greer CPW **will have the right, but not the obligation**, to inspect and make any such repair that they may deem necessary at any time should the SWHOA ever fail to maintain the proper flow through the line. In any such event that Greer CPW determines that a repair is needed to the 2" common line, they will notify SWHOA of such need and the SWHOA shall reimburse Greer CPW for any normal and reasonable repair costs for any repair that Greer CPA determined was needed on the 2" pressure

line.

6.6 **Owner's Responsibility.** Each lot Owner shall install and maintain their supplied grinder pump and 1" connection line that leads from the grinder pump to the common 2" force main as shown in Exhibit A. The installation of the supplied vault, pump assembly and the 1" force main line that leads from the vault to the common 2" force main line shall be completed by the lot owners licensed plumbing contractor and inspected as may be required by any applicable plumbing and building codes. The inspection company as is identified above in Section 6.5, who will be inspecting the pumps and lines, or any agent of Greer CPW, shall have the right to enter onto any lot or common area necessary to inspect and repair or replace the SWHOA common elements and to determine if each grinder pump is operating as required and shall give the inspection report to the homeowner and the SWHOA. The homeowners shall be responsible to have such recommended maintenance performed on their pump, as may be needed, so the pump operates in an efficient and reliable manner. Greer CPW will not have any ownership or maintenance responsibility for the individually owned and maintained pumps and their appurtenant 1" pressure lines.

6.7 **Association's Right to Perform Owner's Responsibility.** If any Owner or Occupant of a Lot fails to perform any of the duties or responsibilities set forth in this subsection regarding the maintenance of their grinder pump and the individual 1" connection line, then the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addressed to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of the Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant or the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Lot in question and perform such care and maintenance without any liability for damages or wrongful entry, trespass or otherwise to any person. All Owner(s) of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or the Declarant in performing such work computed at a rate not to exceed sixteen percent (16%) per annum for the date(s) such amount are expended until repaid to the Association or the Declarant, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association or Declarant, the Association has performed the work on the Lot of the delinquent Owner(s), the Association may charge a Specific Assessment for such amounts against the Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article IX below.

6.8 **Costs of Maintenance.** All costs of the Association in meeting its responsibilities pursuant to this Section shall be Common Expenses.

6.9 **Conveyance of Common Area to Association; No Implied Rights.** Declarant, or the owner of the property with the consent of the Declarant, may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation with the Spartanburg County Registry of a non-warranty deed conveying any interest in real property, and the property shall thereafter be Common Area to be used, and as provided in this Article VI, maintained by the Association for the benefit of its Members. The Declarant shall not be required to make any improvements whatsoever to the property to be conveyed and

accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners, Declarant, or the owner of the property with consent of Declarant, may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easement or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by instrument recorded in the Office of Register of Deeds of Spartanburg County, South Carolina

6.10 Liability. Owners, Occupants and their guest shall use the Common Area and all portions of the community not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Area and all portions of the Community not contained within a Lot for any defects, peril or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the foregoing property. The Association shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner of any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line of facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line of facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

Article VII. Insurance.

7.1 The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

a. Blanket property insurance for all insurable improvements on the Common Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinances and codes. The Association shall be deemed trustee of all Member's interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

b. Commercial general liability insurance on the Common Area. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Common Area. The Board shall use its business judgment in deciding upon per occurrence limits for such coverage and shall consider any applicable secondary mortgage guidelines relating to such coverage. The liability insurance shall name, as separately protected insureds, Declarant, any property manager, the Association, the Board, the officers of the Association, the

ARC, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance of use of the Common Area.

c. Worker's compensation insurance and employers' liability insurance, if and to the extent required by law.

d. Directors' and Officers' liability coverage; provided, however, that this separate coverage will not be required during the Declarant Control Period so long as Directors' and Officers' liability coverage is provided under Declarant's insurance policy.

e. Commercial crime insurance, including fidelity insurance covering all person responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments of all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon exclusion of Persons serving without compensation.

f. Such additional insurance as the Board, in its business judgment, determines advisable.

7.2 Premiums. Premiums for all insurance shall be Common Expenses, unless the Board reasonably determines that other treatment of the premiums is more appropriate. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once per year and shall adjust the policy limits as the Board deems necessary or appropriate.

7.3 Reviews. The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified persons, at least one of whom must be familiar with replacement costs in the Spartanburg County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

7.4 Deductibles. The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessee, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots and a Specific Assessment pursuant to Section IX below.

7.5 Insurance Companies. All insurance coverage obtained by the Board shall:

a. be written with a company authorized to do business in South Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate and carries a Best Rating of AA or better;

b. be written in the name of the Association as trustee for the benefited parties. (policies on the Common Areas shall be for the benefit of the Association and its Members);

c. not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;

- d. contain an inflation guard endorsement;
- e. includes an agreed amount endorsement, if the policy contains a coinsurance clause;
- f. provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Common Area as a Member in The Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of a Member);
- g. includes an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and
- h. includes an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

7.6 In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use or management of the Common Area and provide:

- a. a waiver of subrogation as to any claims against the Association's board of directors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests.
- b. a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and
- c. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Article VIII. Assessments and Association Finances

8.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of all Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors, and including but not limited to the following:

- i. the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area;
- ii. the payment of taxes assessed against the Common Area;
- iii. the maintenance of any common water and sewer force mains (those servicing or used by more than one lot) in and upon any lot or Common Area;
- iv. the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area,
- v. the procurement and maintenance of insurance in accordance with the Bylaws both for the Common Area
- vi. implementation and enforcement of proper maintenance and related Improvements on

Lots in the Community, as necessary, subject to reimbursement by the Owner(s) of such property;

vii. the maintenance of lakes, pond water edge, retention areas or other bodies of water located within the Common Area, if any as well as the maintenance of dams and areas surrounding such water;

viii. the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat;

ix. the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets, All driveways in the community that serve more than one lots (a common facility) in the Property are private and to be maintain by the Association;

x. the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;

xi. the costs associated with duties of the Architecture Review Committee;

xii. the employment of attorneys and other agents to represent the Association when necessary; and

xiii. the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving and all other road repair and maintenance expenses, and any other major expense for which the Association is responsible; and such other needs as may arise.

8.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association any and all assessments levied by the Association hereunder (including, without limitation, Base Assessments, Special Assessments, Specific Assessment, Ad Valorem Tax Assessments and Neighborhood Assessments) and any other charges established pursuant to the terms of the Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration and the Bylaws. In addition to the foregoing, the Board may charge each Owner a service, collection, consulting or administration fee (an "Administrative Fee") in an amount to be determined by the Board from time to time in connection with the assessment and collections of the assessments provided for in this Declaration.

Each such assessment, together with late charges (in an amount determined by the Board from time to time, but not to exceed the greater of sixteen percent (16%) of any assessment installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws), interest (at a rate not to exceed the lesser of the maximum rate permitted by Law or sixteen percent (16%) per annum or such other amount as may be permitted by the South Carolina Code of Laws), costs of collection, reasonable attorney's fees actually incurred and any Administrative Fee, shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be jointly and severally liable for each such assessment coming due while he or she is the Owner of the Lot and his or her successor-in-title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, further, however, the liability of grantee for the unpaid assessments of the grantor shall not apply to any First Mortgagee or other purchaser taking title through foreclosure proceedings or deed in lieu of foreclosure.

No Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or non-use of the Common Area. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the association to take some action or perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or directive of any governmental or municipal authority,

the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of directors, which may include, without limitation, accelerations, upon ten (10) days' written notice, of assessments for delinquents; provided however, (a) notwithstanding any provision in this Declaration to the contrary, assessments to pay a judgment against the Association may be made only against the Lots in the community at the time the judgment was entered; and (b) if any common expense is caused by the negligence or misconduct of any Owner or Occupant, the Association may assess the expenses exclusively against the Owner's Lot, as more particularly set forth in Section 9.3 hereof. Provided, however, that no section herein shall be construed to require that any Specific Assessments or other assessments, charges, or fines charged solely against one or more Lots or Owners for a violation of this Declaration be paid by any Lot or Owner not in such violation.

All sums assessed against any Lot pursuant to this Declaration, together with late charges (in an amount determined by the Board from time to time, but not to exceed sixteen percent (16%) of any installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws), interest on the principal amount due (at a rate not to exceed the lesser of the maximum rate permitted by law, or sixteen percent (16%) per annum or such higher amount as provided in the South Carolina Code of Laws), costs of collection, reasonable attorney's fees actually incurred and any Administrative Fee when remaining unpaid for thirty (30) days or longer, shall be secured by a lien on such Lot in favor of the Association at the time the Association files a claim of lien in the Spartanburg County, South Carolina land records in the manner provided by law, if filing such lien is required by law, otherwise such lien shall automatically attach. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (i) liens and encumbrances recorded before the docketing of the claim of lien, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens.

All persons acquiring a lien or encumbrance on any Lot after this Declaration has been recorded in the Spartanburg County, South Carolina Clerk of Court shall be deemed to consent that such lien or encumbrance shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such lien or encumbrance.

Budgeting and Allocating Common Expenses. Until the Association first levies assessments, Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with the Article.

At least Sixty (60) days before the beginning of each fiscal year, the Board shall prepare and approve a budget of the estimated Common Expenses for the coming year. The budget shall include any contributions to be made to a reserve fund for repair and replacement of capital assets, based on a separate reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset and each asset's expected repair or replacement cost. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to the applied from prior years, and income expected from sources other than assessments levied against the Lot and the amount to be generated through the levy of Base Assessments, Special Assessments and Ad Valorem Tax Assessments against the Lots, as authorized in Article IX. After the Declarant Control Period terminates, the annual Base Assessments shall not be increased by an amount greater than ten (10%) percent of the annual Base Assessment of the immediately preceding calendar year.

The Association is hereby authorized to levy Base Assessments equally against all Lots subject to

assessment to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Base Assessments include any sums the Board determine necessary for the continued ownership, operation and maintenance of the common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Base Assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities and other services provided by the Association, if any, cleaning and janitor services, landscape maintenance, costs and expenses associated with the operation and maintenance of the storm water drainage facilities and storm water detention/retention pond(s) in the Community, and expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by paying any deficit between the Common Expenses and Association funds collected pursuant to the current year's budget, or any portion of such deficit (in addition to any amounts paid by Declarant under Section 9.7), which may be a contribution, an advance against future assessments due from Declarant or loan, in Declarant's discretion. Any such deficit payment shall be disclosed as a line item in the income portion of the budget. Payment of such deficit, or portion thereof, in any year shall not obligate Declarant to continue payment of such deficit in future years, unless otherwise provided in a written agreement between the Association and Declarant.

Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessment to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board and consent of Declarant during the Declarant Control Period. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.3 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration, the initiation fee and the cost of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of directors may also specifically assess Owners for Association Expenses as follows: (a) expenses of the Association which are incurred to cover the costs, including overhead and administrative costs, or providing services to Lots upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the services listed in Section 6.3); (b) expenses of the Association which are incurred to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; and (c) expenses of the Association which are incurred as a result of the conduct of a particular Owner or Occupant or the guests, tenants, invitee or licensee of such owner or Occupant may be assessed against the Lot of such Owner or Occupant.

Ad Valorem Tax Assessments. All ad valorem taxes levied against the Common Areas by the applicable governing authority, if any, shall be Common Expenses, and the Association may at any time of the year levy against Owners equally an "Ad Valorem Tax Assessment" in addition to the annual

Base Assessments, which shall be in an amount sufficient to pay the ad valorem taxes not included as a component of the annual Base Assessments.

8.4 Neighborhood Assessments. The Board may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood. Neighborhood Assessments shall be levied as specifically budgeted from time to time by the Board of Directors for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a Neighborhood Assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Lots within a Neighborhood.

8.5 Authority to Assess Owners; Time of Payment. Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the date that the Lot is first occupied for residential purposes. A Lot shall be deemed to be occupied for residential purposes when it has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which is being used by Declarant or builder approved by Declarant as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or a builder approved by Declarant, so long as such Lot is being used as a model home and is not occupied for residential purposes. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates at the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirement for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.6 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any First Mortgage if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage is filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure of sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination as to the First Mortgagee and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); shall not subordinate the lien herein to any lienholder holding a priority junior to the First Mortgagee; and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of an personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and

transfer.

8.7 Remedies of the Association. Any sums or charges (including assessments or installments thereof) assessed against any Lot pursuant to this Declaration which are not paid when due shall be delinquent. Any such sums delinquent for a period of more than ten (10) days shall incur a late charge (in an amount determined by the Board from time to time, but not to exceed sixteen percent (16%) of any installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws). The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date (the "Delinquency Notice"). The Delinquency Notice shall state: (i) the outstanding balance due as of the date of the Delinquency Notice; (ii) that the member has fifteen (15) days from the mailing of the Delinquency Notice (the "Grace Period") to pay the outstanding balance without being required to pay attorney fees and court costs; (iii) the name of and contact information for a representative of the Association whom the member can contact to discuss a payment schedule for the outstanding balance; provided however, the Association shall not be required to permit payment of the outstanding balance in installments; and (iv) that if the outstanding balance is not paid within the Grace Period, the Association intends to seek payment of attorney's fees and court costs. The Delinquency Notice must be sent by first class mail to the Lot of such member and, if different, to the mailing address of the member in the Association's records. If any such sums are not paid within thirty (30) days after the due date, the Board may accelerate and declare immediately due all such sums (including annual assessments or installments thereof) without any further notice being given to all delinquent Owner(s), and (i) to the extent permitted by applicable law, a lien, as herein provided, shall attach; and (ii) a claim of lien, as herein provided, may be filed in the Spartanburg County, South Carolina Clerk of Court or Register of Deeds in the manner provided by law. Such lien shall include, interest, all late charges from the date first due and payable, any Administrative Fee, all costs of collections, and, if the Owner has been provided with a Delinquency Notice and failed to pay the outstanding balance set forth therein within fifteen (15) days from the mailing of the Delinquency Notice, court costs and reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

If any sum assessed against any Lot pursuant to this Declaration remains unpaid after sixty (60) days from the due date, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. The Association may foreclose the claim of lien in like manner as in the foreclosure of mortgages, or for the foreclosure of mortgages by judicial proceedings, or in any other manner permitted by applicable law. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vest in the Association or its agents, to the extent permitted by this Declaration and applicable law, the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as foreclosure of mortgages on time shares, or for the foreclosure of mortgages by judicial proceedings, or in any other manner permitted by applicable law. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owner, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The Association may further seek a deficiency judgment following any foreclosure and recover the Association's cost of collection and reasonable attorney's fees.

In addition to the foregoing, in the event that an Owner is at least thirty (30) days delinquent in the payment of any assessment or charge owed to the Association, the Association may suspend the right of such Owner to vote, suspend the right of such Owner to use and enjoy the Common Area and suspend any service or utilities which may be provided to Lots in the Community, subject to any notice requirements imposed by institutional providers providing such services or utilities in the Community and in accordance with the notice and hearing procedure in the Bylaws.

LIENS ARE EXEMPT FROM THE SOUTH CAROLINA HOMESTEAD EXEMPTION AND WAIVER OF HOMESTEAD EXEMPTION. Any lien provided for herein shall be exempt from the South Carolina Homestead Exemption, if such lien is foreclosed upon and each Lot Owner by acceptance of the deed to a Lot waives any right to assert a Homestead Exemption.

8.8 Budget Deficits During Declarant Control.

During the Declarant Control Period, Declarant may (but shall not be required to):

a) Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, between the Association's actual operating expenses and the sum of the Base, Special, Neighborhood and Specific Assessments collected by the Association in any fiscal year. Such advance shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of the Declarant. Declarant's failure to obtain a promissory note shall not invalidate the debt.

b) Declarant may cause the Association to borrow any amount from a third party at the prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

c) Declarant may acquire property for, or provide services to, the Association or Common Area. Declarant shall designate the value of the property or services provided, and such amounts, at Declarant's request, shall be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

8.9 Statement of Account. Upon written request of any Member, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, The Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current periodic assessment and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered to the requesting person personally or by certified mail, first-class postage prepaid, return receipt requested. The Association may require the payment of a reasonable processing fee for issuance of such statement.

Such statement shall bind the Association in favor of persons who rely upon it in good faith.

Provided such request is made in writing, if the request for a statement of account is not processed within fourteen (14) days of receipt of the request, all unpaid assessment that became due before the date of making such request shall be subordinate to the lien of Mortgagee that acquires its interest after requesting such statement.

8.10 Exempt Property. The following property shall be exempt from payment of Base Assessments, Specific Assessments, Special Assessments, Ad Valorem Tax Assessments and Neighborhood Assessments:

- a) all Common Area;

- b) any property dedicated to and accepted by any governmental authority or public utility;
and
- c) any and all common property owned by Declarant.

8.11 Capitalization of Association. Upon the issuance of a building permit for a Lot in the Community, an initiation fee of One Thousand Dollars (\$1,000.00) per Lot shall be collected from the Owner.

8.12 If the initiation fee is not collected at the time the building permit is issued, it must be paid immediately upon demand by the Association. This initiation fee shall be a Specific Assessment against the Lot and shall be in addition to, not in lieu of, the annual Base Assessment. The initiation fee shall not be considered an advance payment for the annual Base Assessment. This initiation fee shall be for a budget designated reserve account of the Association and shall be for the purposes of ensuring that the Association will have cash available to pay Common Expenses, meet unforeseen expenditures, or to acquire additional equipment or service deemed necessary or desirable by the Board of Directors. This initiation fee may be increased or decreased in the sole and exclusive discretion of the Board; provided, however, that in no event shall this initiation fee equal more than the annual Base Assessment for the year in which the closing on the sale of the Lot improved with a residence for which a certificate of occupancy has been issued occurred.

Article IX. Expansion of the Community

9.1 Expansion by Declarant. Until all property described in **Exhibit B** has been subjected to this Declaration or twenty (20) years after the Recording of this Declaration, whichever is earlier, Declarant reserves the right, but not the obligation, to subject unilaterally to the provisions of this Declaration all or any portion of the real property described in **Exhibit B** to which Declarant currently owns or to which Declarant may obtain title in the future. Declarant may transfer or assign this right to subject property to this Declaration, provided that the transferee or assignee is the developer or owns at least a portion of the real property described in **Exhibit B**, and provided that the transfer or assignment is evidenced by a Recorded Document.

Declarant shall subject additional property to this Declaration by recording an Annexation Declaration describing the property being subjected. Such Annexation Declaration shall not require the Member's consent but shall require the consent of the owner of such property, if other than the Declarant. Any such annexation shall be effective upon the recording of such Annexation Declaration unless otherwise provided therein.

9.2 Expansion by the Association. Upon termination of the Declarant Control Period, the Association may subject any real property to the provision of this Declaration with the consent of the owner of such property, if authorized by the affirmative vote of Members representing Sixty-seven (67%) percent of the total existing votes in the Association.

The Association shall subject such property by recording an Annexation Declaration describing the property being subjected. Any such Annexation Declaration shall be executed by the Association and the owner of the subject property, and shall be certified by the Secretary of the Association to have been authorized by the requisite vote of the Members of the Association.

9.3 Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional real property to the community pursuant to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the cover of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any such withdrawal shall be accomplished by filing an amendment to the Declaration executed by the Declarant describing the property to be removed. Such amendment shall be executed by the Declarant and shall not require the vote or consent of members of the Association and shall be effective upon filing of record in the Office of Register of Deeds for Spartanburg County unless a later effective date is provided therein.

9.4 Additional Covenants. Notwithstanding any provision of this Declaration, the Declarant, or its assigns, shall have the right to declare further covenants, conditions, or restrictions upon all or any portion of the Property.

Article X Declarant Rights.

10.1 Reasonable Rights to Develop. Declarant, builders approved by Declarant and/or their contractors or subcontractors may construct improvements to or within the Community including the Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Community. Therefore, during Declarant Control Period, nothing in this Declaration or other Governing Documents shall be construed to:

- a. prevents the Declarant, builders approved by Declarant, or their contractors or subcontractors from doing whatever is reasonably necessary or advisable in connection with the commencement of completion of the above-described work throughout the Community.
- b. prevents the Declarant or its representatives from erecting, construction, and maintaining anywhere in the Community such structures as reasonably may be necessary for the conduct of its business of completing the work, establishing Sylvan Woods as a residential Community and disposing of its Lots by sale, lease, or otherwise.
- c. prevents the Declarant and/or builders approved by Declarant from maintaining such signs and conducting such activities in any part of the Community owned by Declarant and/or builders approved by Declarant as Declarant and/or builders approved by Declarant may deem to reasonably necessary for the sale, lease, or disposition of the Lots; or
- d. prevents the Declarant and/or builders approved by Declarant from placing and utilizing on Lots or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

Nothing in this Section shall give Declarant and/or builders approved by Declarant the right to damage any Lot or other property not owned by Declarant and/or builders approved by Declarant.

10.2 Marketing and Sales Activities. During the Declarant Control Period, Declarant and builders approved by Declarant may construct, relocate, maintain and carry on upon any Lot Declarant owns, the builders approved by Declarant owns or upon portions of the Common Area, such facilities and activities as may be reasonable required, convenient or incidental to the construction, marketing or sale of Lots, as determined in Declarant's sole opinion. Such facilities and activities may include, without limitation, business offices, signs, model homes, and sales offices. There shall be not limit on the number

or size of such facilities. Declarant and builders approved by Declarant shall have easements for access to and use of such facilities. Declarant reserves the rights to remove any personal property used in connections with its activities on the Common Area upon termination of its rights under this Section.

10.3 Construction of Improvements. During the Declarant Control Period, Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4 Rights to Approve Additional Covenants. During the Declarant Control Period, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community with Declarant's prior written approval. Any instrument recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a Recorded Document.

10.5 Right to Transfer or Assign Declarant Rights. Any or all of the Declarant's right or obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other persons; however, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless evidenced by Recorded Document. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.6 Exclusive Rights to Use Name of Development. During the Declarant Control Period, no person or entity shall use the name "Sylvan Woods" or any derivative of such name in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the name "Sylvan Woods" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community and the Association shall be entitled to use the words "Sylvan Woods" in its name.

10.7 Right to Approve Changes in Community Standards. During the Declarant Control Period, no amendment to or modification of any Rules and Regulations or Architectural Guidelines shall be effective without Declarant's prior written approval.

10.8 Easement to Inspect and Right to Correct.

10.8.1 Easement. Declarant reserves for itself and such other persons as it may designate perpetual non-exclusive easements throughout the Community to the extent reasonably necessary for the purposes of accessing, inspecting, testing, redesigning or correcting any portion of the Community including Lots and Common Areas. Declarant shall have the right to redesign or correct any part of the Community, including Lots owned by Declarant and Common Areas.

10.8.2 Right of Entry. Entry onto a Lot shall be after reasonable notice, except in an emergency. Entry into a structure on a Lot shall be only after Declarant notifies the Lot's Owner and agrees with the Owner regarding a reasonable time to enter the structures on such Lot to perform such activities.

10.8.3 Damage. Declarant shall promptly repair any damage to a Lot or the Common Area resulting from the exercise of the easement or right of entry described in subsections 11.8.1 and 11.8.2 for

this Section at its own expense. The exercise of these easements shall not unreasonably interfere with the use of any Lot, and entry onto any Lot shall be made only after reasonable notice to Owner or Occupant.

10.9 Appointment or Removal of Members of the Board and Officers. During the Declarant Control Period, Declarant shall have the right to appoint or remove any member of the Board or Officer of the Association.

10.10 Amendment to Declaration. During the Declarant Control Period, Declarant shall have the right to amend or rescind and restate this Declaration by a Recorded Document, without approval or joinder of the Association or any other Party, except as provided in Section 12.2 below.

10.11 Review of Design and Construction. During the Declarant Control Period, Declarant shall have the right to control the design, quality, installation and construction of improvements within the Community as provided in Article V above.

Article XI. Easements and Storm Water Covenants

11.1 Owner's Easements of Enjoyment. Except as limited by this Declaration, Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association and to every Owner a non-exclusive easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Except as limited by this Declaration, any Owner may delegate his or her rights of use and enjoyment of the Common Area to the members of his or her family, tenants, contract purchasers who reside on the Property, or guests.

11.2 Walks, Drives, Parking Areas and Utilities. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association (after the expiration of the Declarant Control Period) the right to subject all portions of the Property designated or to be designated as Common Area to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities and for the maintenance of and general access to all storm water control structures, gas lines, telephone and electric power lines, televisions antenna lines, other utilities, ingress, egress and regress and otherwise as it deems to be in the best interests of and necessary and proper for, the Community or any portion thereof.

11.3 Encroachments and Declarant's Easement to Correct Drainage. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their heirs, successors and assigns, over all Lots or Common Area to the extent that such initial improvement actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls, upon any of the other portions of the Property. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of encroaching improvement in favor of the Declarant, the Association, the Owners and all other designees. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel or section, the Declarant reserves for itself and its successors in interest and assigns a blanket easement and right-of-way on, over, and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action to reasonably necessary. After such action has been completed, the Declarant shall restore the affected Property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners. These rights and reservations are assignable by the Declarant.

11.4 Easement for Entry Features. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest, and assigns in grants to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot and all Common Area. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

11.5 Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, the Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this development or sale, Declarant reserves an easement across the Community for Declarant any builder approved by Declarant to maintain and carry on development, construction, and sales activities related to property within or near the Community, upon such portion of the community as Declarant may reasonable deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Community. This easement shall include, without limitation: (i) the right to access, ingress, egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community with driveways, parking areas and walkways; (ii) the right to tie into any portion of the Community with driveways, parking areas and walkways; (iii) the right to tie into or otherwise connect and use (without a tap-on or any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services; (iv) the right (but not obligation) to construct recreational facilities on the Common Area; (v) the right to carry on sales and promotional activities in the Community; (v) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area; and (vii) The right to construct and operate business offices, signs, construction trailers, model residences, and sales office incidental to the construction, development and sale activities. Further, The Declarant and any builder approved by the Declarant may use residences, offices or other buildings owned or leased by Declarant or such builder as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sale office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

11.6 Irrigation. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest, and assigns in grants to the Association a non-exclusive, blanket easement over the Property to pump water from ponds, lakes and other bodies of water located within the Community for irrigation purposes and to maintain, repair and remove irrigation systems to serve landscaping in Common Areas.

11.7 Fence Easement. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest, and assigns and grants to the Association an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

11.8 Easement to Government Entities. Declarant hereby assigns and grants a perpetual, non-exclusive easement for the benefit of municipal, State or public utilities serving the area, their agents and employees, over all Common Area hereby or hereafter established for setting, removing and reading

utility meters, maintaining and replacing utility connections, and Declarant assigns and grants a perpetual, non-exclusive easement for emergency and public services over the Property for the benefit of other public safety and welfare services or agencies, including, without limitation, garbage collection, mail delivery, police and fire protection.

Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any dwelling is located closer than four (4) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his or her home. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which existed prior to the commencement of the work as is reasonable practicable.

11.9 Use of Common Area. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Area is subject to a perpetual, non-exclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guest, invitee and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Area for proper and normal purposes including, but not limited to, ingress, egress and access for furnishing of services and utilities and for such use of the facilities as the same are reasonable intended in accordance with the terms of this Declaration and any Annexation or Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

11.10 Right of the Association and Declarant to Enter Upon the Common Area. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of the Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Area for the purposes of inspecting any construction, purposed construction, or improvements or fulfilling the rights, duties, and responsibilities of ownership, administration, maintenance and repair of the Declarant or the Association, as appropriate. Such easement includes an easement in favor of the association and Declarant to enter upon the Common Area 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 contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct improvements with and Owner is required to maintain, construct or repair.

11.11 Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot or Tract, 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 any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community for the purpose of providing access, ingress and egress to and from, through and between the Property.

11.12 Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on any Recorded Document. Such easements are hereby reserved for the use of the Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns. Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along a 10-foot strip of land adjacent to the front, side and rear

boundary lines of all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric, power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easement shall not prohibit the construction of driveways or yard fences at locations approved by the ARC, over such easements.

11.13 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 easement reserved hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other port of the Property pursuant hereto, including any improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such area or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope rations or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

11.14 Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article XII and for the carrying out by Declarant for the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of the Declarant or the Association, as the case may be.

11.15 Additional Easements. Declarant shall have the right to grant over, under, and across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Area, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Community, by the execution, without further authorization, of such grants or easement or other instruments as may from time to time be necessary or desirable. Such easement may be for the use and benefit or persons who are not Members or Owners. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the Common Areas as may be desirable to Declarant for the development of the Community and the preservation and enhancement of Declarant's interest therein.

Article XII. Dispute Resolution and Limitation on Litigation

Each Owner, by acceptance of a deed for a Lot, agrees that any dispute arising out of the use, occupancy or ownership of a Lot or the Common Area or the interpretation or enforcement of this Declaration, the Rules and Regulations, or the Bylaws or any provision hereof or thereof shall be settled by binding arbitration pursuant to the South Carolina Uniform Arbitration Act (S.C. Code Ann. 15-48-10 et seq.), as amended and the rules set forth in Exhibit D attached hereto. The Declarant and the Association shall have the right to pursue such remedies as are available to it at law or in equity and shall

not be bound by the mandatory binding arbitration provision.

Article XIII. Mortgagee Provisions

The following provisions are for the benefit of holders, insurers, and guarantors of First Mortgages on Lots in the Community. The provisions of the Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.1 Notices of Action. An institutional holder, insurer, or guarantor of a First Mortgage which provides a written request to the Association, such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an ("Eligible Holder"), shall be entitled to timely written notice of:

a. any condemnation loss or any casualty loss which affects a material portion of the Community, or which affects any Lot on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;

b. any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage or such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days of receiving notice of such violation;

c. any lapse, cancellation or material modification of any insurance policy the Association maintains; or

d. any proposed actions which would require the consent of a specified percentage of Eligible Holders.

13.1 No Priority. No provision of this Declaration or the Bylaws give or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.2 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

13.3 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request for the Board to respond to or consent to any action shall be deemed to have approved such actions if the Association does not receive a written response from the Mortgagee within thirty (30) day of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.4 Construction of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration or the Bylaws for any of the acts set out in this Article.

Article XIV. Reserved

Article XV. Changes in the Common Area

15.1 Condemnation. If a Lot or portion thereof shall be taken by eminent domain, compensation and the Owner's interest in the Common Area shall be appropriately allocated among all other Owners. If any part of the Common Area shall be take (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least Sixty-seven percent of the total votes in the Association) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

a. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining Common Area to the extent available, unless within sixty (60) days after such taking Declarant, during the Declarant Control Period, and Members representing at least eighty (80) percent of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with the plans approved by the Board. The provision of Article VII regarding funds for restoring improvements shall apply.

b. If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the association and used for such purposes at the Board shall determine.

15.2 Transfer, Partition, or Encumbrance of Common Area.

a. Except as this Declaration otherwise specifically provides, the Common Area shall not be judicially partitioned or subdivided into Lots, nor shall the ownership of the Common Area be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members representing at least Eighty (80%) percent of the total votes in the Association, including a majority of votes held by Members other than Declarant, and consent of Declarant if during the Declarant Control Period.

b. The Association shall have the authority, subject to approval of Members representing a majority of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and consent of Declarant, if during the Declarant Control Period, to transfer portions of the Common Area and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, any such transfer shall not relieve such Common Area from the rights and benefits of the Association and the Members as provided in this Declaration and shall otherwise be subject to the provisions of this Declaration.

Article XVI. Fines and Suspension of Privileges or Services

Notwithstanding any other provisions herein, the Board may impose fines on an Owner and/or suspend an Owner's right and privilege to use certain Common Area for failure of the Owner, his lessees, agents, or invitees, to abide by this Declaration, the Rules and Regulations or the Administrative Rules and Regulations governing the Common Area. The procedure for the Board to do so shall be as set forth in the Bylaws. The Board shall not impose any such fine or suspension unless and until the Owner charged has been given notice of the charge, opportunity to be heard by and present evidence to the Board and notice of the Board's decision. Suspensions may be imposed for a reasonable period of time and/or until a violation or delinquency is cured.

Article XVII. Miscellaneous

18.1 Parties Bound. All persons and entities acquiring any interest in any of the Lots, including but not limited to, lessees, shall be bound by the provisions of this Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Lots, shall likewise be bound.

18.2 Duration. The provisions of this Declaration shall run with and bind the Property perpetually, unless and until the Community is terminated.

18.3 Amendment. Except as explicitly set forth herein, this Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least Seventy-Five percent (75%) of all Lots, cast in person or by proxy at a meeting held in accordance with the Bylaws of this Association. Any amendment must be recorded.

18.4 Enforcement. Subject to the provision of Article XIII above, the Declarant, any Owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants and obligations imposed by this Declaration. Subject to the provisions of Article XIII above, the Declarant, the Association or any Lot Owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration. The Declarant, the Association and/or the Owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

18.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in the Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

18.6 Assignment by Declarant. Any or all of the rights, powers, easements, functions and obligations reserved or given to the Declarant in this Declaration may be assigned to the Association, and the Association shall accept the assume responsibility for any or all such rights, powers, easements, functions and obligations when requested by the Declarant. Any such assignments or transfer shall be made by Recorded Document, executed by both the Declarant and the Association, and the Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. The Declarant, but not the Association, shall thereupon be released from such obligations and duties.

18.7 Notice of Sale, Lease, or Acquisition. In the event an Owner sells or leases such Owner's Lot in compliance with Section 4.8, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Association may reasonably require. Upon acquisition of Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

18.8 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and/or the Association or its designee shall be authorized to grant individual variance from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if the Declarant or the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

18.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

18.10 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit, or describe the scope of any provision of this Declaration.

18.11 Law Controlling. This Declaration shall be construed and governed pursuant to the laws of South Carolina.

18.12 References to Statutes. All references to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

[Signatures appear on the following page]

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Signature Page
Declaration of Covenants and Restrictions
for Sylvan Woods Subdivision

IN WITNESS WHEREOF, Milestone Custom Properties, LLC, as an Owner, has caused this instrument to be executed by its duly authorized Member all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

WITNESSES:

DECLARANT:

[Signature]
Witness #1
[Signature]
Witness #2

MILESTONE CUSTOM PROPERTIES, LLC
A South Carolina limited liability company
By: [Signature]
Print Name: Gerard P. Fay, II
Title: Member

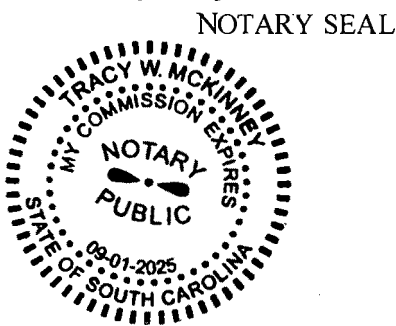
STATE OF SOUTH CAROLINA

COUNTY OF Greenville

I, Tracy W. McKinney, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Member of Milestone Custom Properties, LLC, a South Carolina limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 9th day of July, 2024.

[Signature]
Notary for the State of South Carolina
Print Name: Tracy W. McKinney
My Commission Expires: 9-1-2025

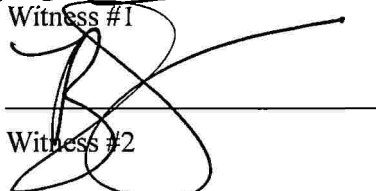


**Signature Page
Declaration of Covenants and Restrictions
for Sylvan Woods Subdivision**

IN WITNESS WHEREOF, Deep River South Development, LLC, as the Declarant hereunder, has caused this instrument to be executed by its duly authorized Manager all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

WITNESSES:



Witness #1


Witness #2

DECLARANT:

DEEP RIVER SOUTH DEVELOPMENT, LLC

A South Carolina limited liability company

By: 

Print Name: Scott Gillespie

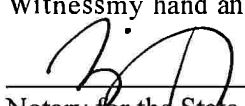
Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, Tracey W. McKinney, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Deep River South Development, LLC, a South Carolina limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

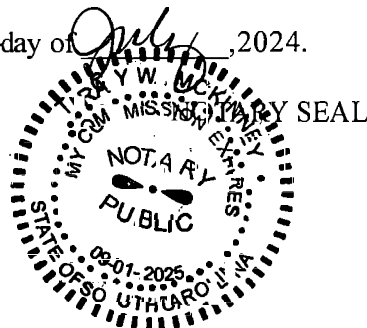
Witness my hand and official stamp or seal, this the 10th day of July, 2024.



Notary for the State of South Carolina

Print Name: Tracey W. McKinney

My Commission Expires: 9-1-2025



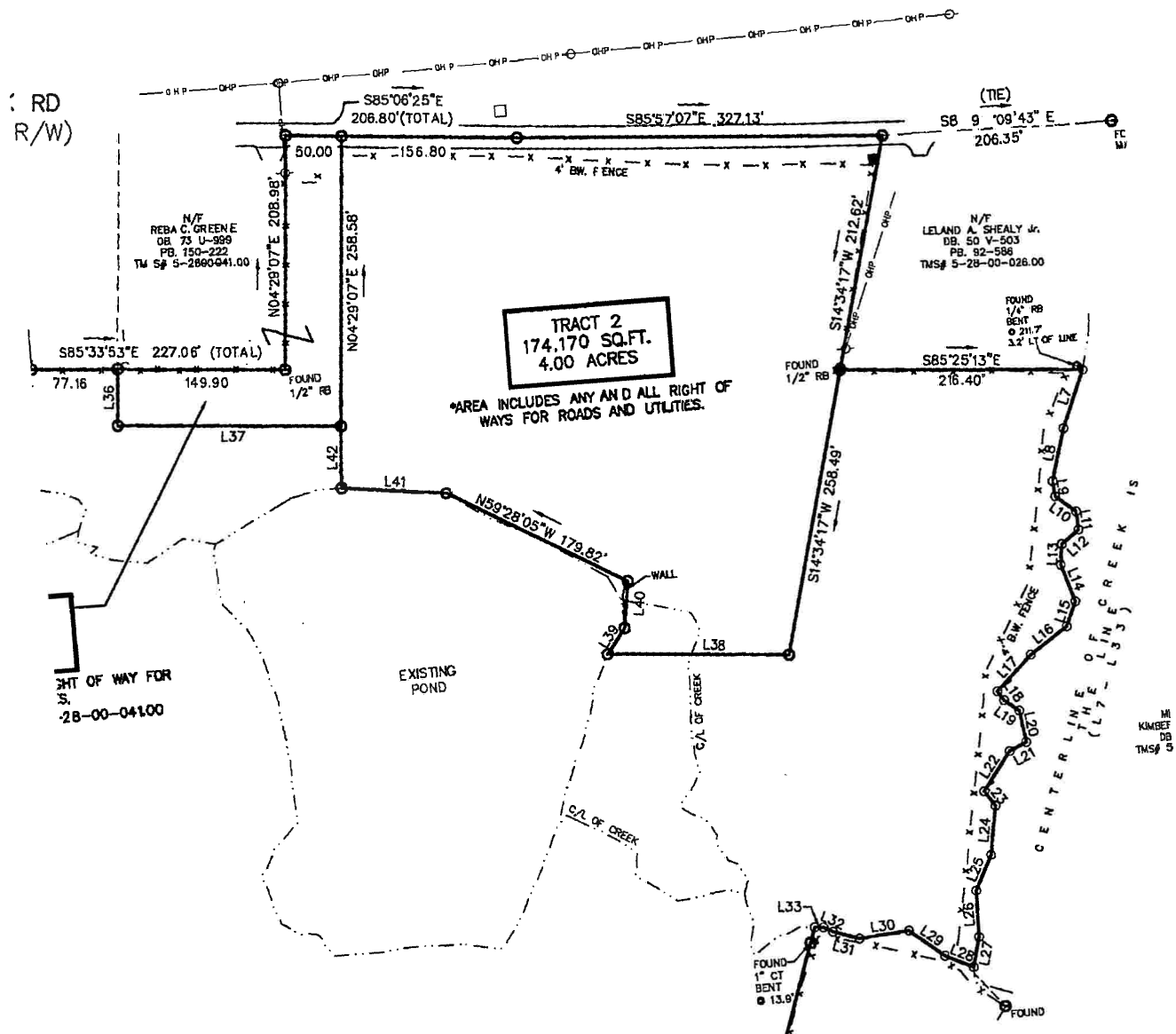
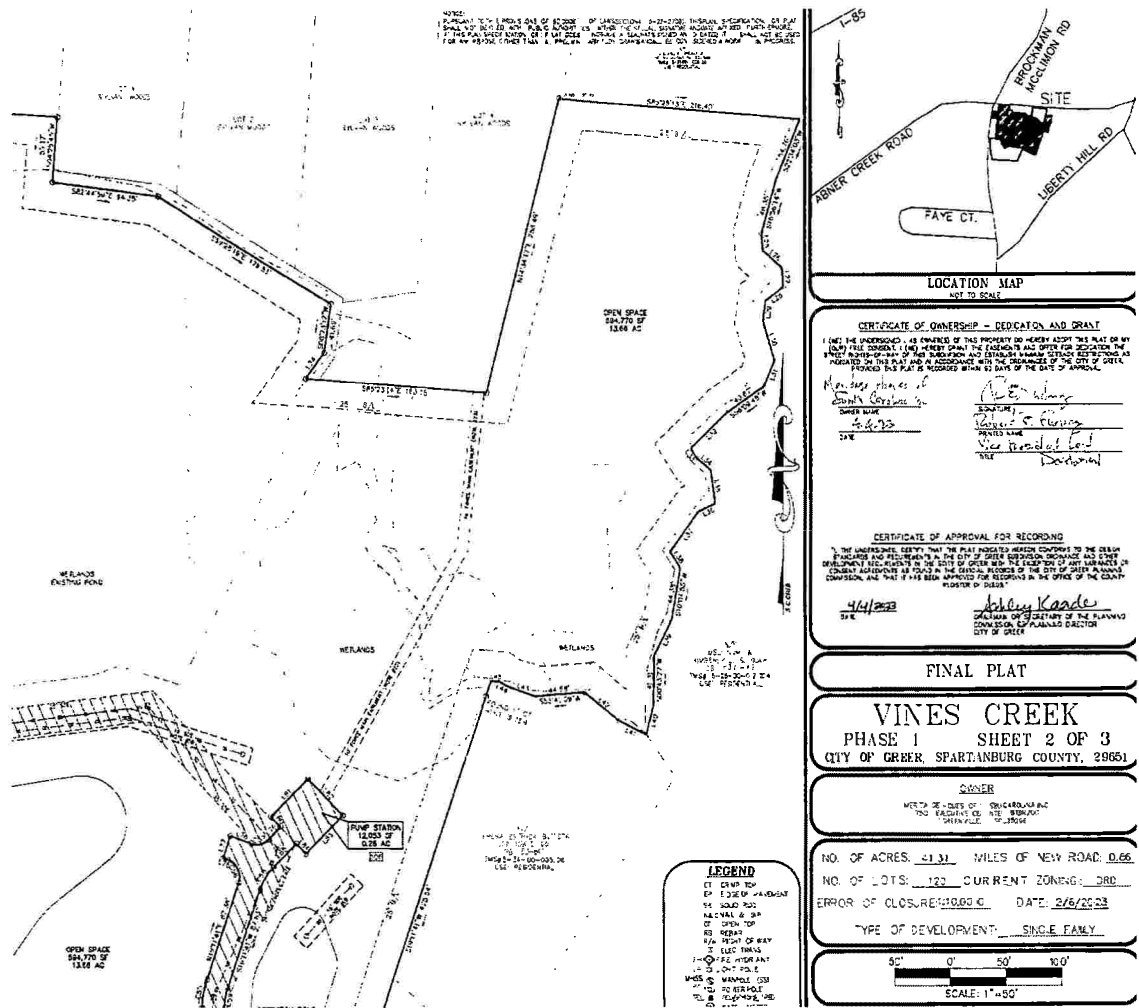


EXHIBIT A-1

Exhibit of Sylvan Woods property in relation to the Adjoining Vines Creek Subdivision showing sewer force main easement and Sylvan Woods access rights as noted in the recorded Vines Creek Plat



Notes in the Vines Creek Recorded Plat referring to Sylvan Woods property owners rights:

23) FORCE MAIN EASEMENT TO BE MAINTAINED BY SYLVAN WOODS HOMEOWNERS ASSOCIATION. THE SYLVAN WOODS HOA SHALL HAVE RIGHT TO REASONABLY ACCESS THE COMMON AREA ADJOINING THE 10' FORCE MAIN EASEMENT FOR OPERATION AND MAINTENANCE OF SAID FORCE MAIN SERVICING SYLVAN WOODS.

24) PROPERTY OWNERS OF THE ADJOINING SYLVAN WOODS SUBDIVISION SHALL ENJOY ACCES RIGHTS TO THE VINES CREEK WALKING TRAILS.

EXHIBIT B—Plat of Sylvan Woods

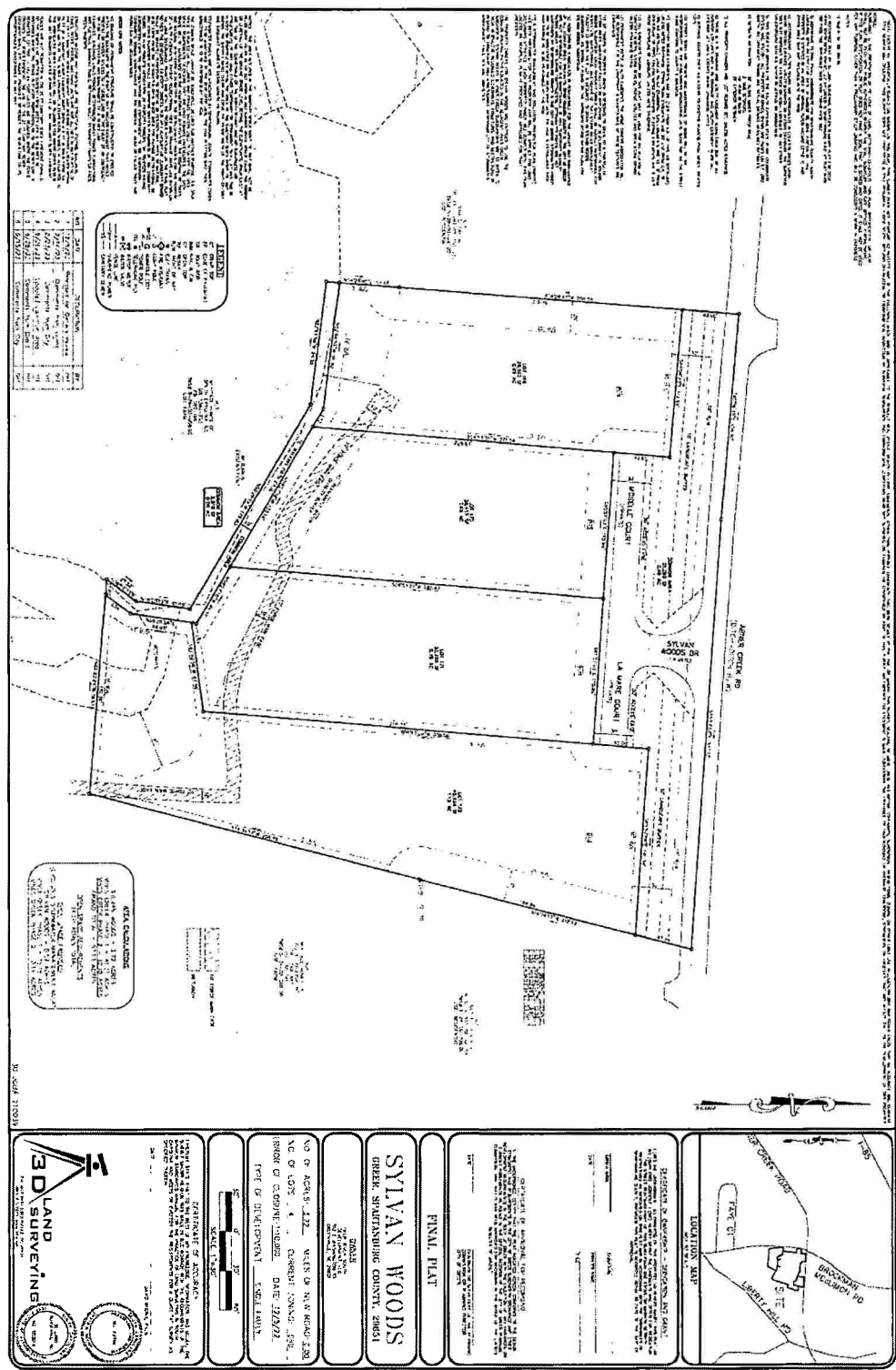


EXHIBIT C

Initial Rules and Regulations

The following rules, regulations and restrictions shall apply to SYLVAN WOODS until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration.

1. Residential Purposes. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any community manager retained by the Association, and business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities and Prohibited Conditions. The following activities and/or conditions are prohibited within the Community *unless expressly authorized in writing by the Board*, and then, subject to such conditions as the Board may impose:

(a) Exterior Additions or Alterations. Construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portion of a Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, conversion of any carport or garage to finished space for habitable use, modification of any landscaped or grassed areas, removal of trees, signs, permanently installed basketball hoops, swing sets, and similar sports and play equipment (although trampolines are expressly prohibited); clotheslines, garbage cans, woodpiles, in-ground swimming pools (above ground pools being expressly prohibited), front and side yard garden statuary, fountains or sculptures, or docks, piers, and similar structures, hedges, walls, animal runs, animal pens, or fences of any kind. The ARC may approve with conditions, the replacement of all or a majority of the grassed area of a Lot with mulch or wildflower vegetation. Fences are subject to the additional provisions set forth below.

(b) Vehicles. Parking any vehicles on streets, thoroughfares or Areas of Common Responsibility (with exception of designated parking areas) and parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, snowmobiles, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, however, (1) construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or Common Area; and (2) parking and storage of boats shall be subject to the additional provisions set forth below. Light commercial vehicles (i.e., commercial carrier vehicle with a gross vehicle weight of not more than 3.5 tons) and trucks bearing USDOT Classifications 1 – 4 (but not greater) will be allowed, provided they are parked in a garage where possible, and not on lawns or in back yards, or on streets except for limited durations while maintenance is performed. No overflow car, RV, boat or trailer parking, or any overflow parking, will be allowed at the amenity center or other Common Areas.

(c) Motorized Vehicles. Operation of motorized vehicles with exception of those designed for use by handicapped persons, including, without limitation, any golf carts, electric or gas powered scooters, four-wheelers, ATVs, go-carts, or similar vehicles, on any walking or jogging trails, sidewalks or other pathways intended for pedestrian traffic.

(d) Animals. Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets (the combined number of such animals not to exceed the lesser of two (2) or a number established by local jurisdiction ordinance or law may be permitted in a Lot. All pets shall be reasonably controlled by the Owner whenever outside of a Lot, and shall be prohibited from roaming free, making objectionable noise

or odors, and endangering the health or safety of, or otherwise constituting a nuisance (e.g., barking or other acts) or inconvenience to, the occupants of other Lot, all as determined by the Board in its sole discretion. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Community, or is destructive to wildlife, such animal shall be removed from the Community. Pets violating the foregoing shall be removed upon the Board's request, and if the pet owner fails to honor such request, the Board may take legal action to remove the pet at the pet owner's expense. Animals shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any pet while walking such pet on any Common Areas. Owners shall be responsible for all of the pet's action. Pets shall be registered, licensed, and inoculated as required by law. Without limiting the foregoing, livestock of any kind shall not be considered usual and common household pets and shall be prohibited within the Community. With the approval of the board, subject to conditions established by the board, chickens may be allowed to be on the property in limited numbers and only in ARC approved shelters. Should such poultry become a nuisance as identified in the HOA Declarations and Covenants, such approval by the board may be withdrawn.

(e) Nuisance or Offensive Activities. Any noxious or offensive activity which, in the reasonable determination of the Board, tends to cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other Lot or persons using the Common Area or other conditions which tend to disturb the peace of or threaten the safety of the occupants of other Lot or persons using the Common Area. Without limiting the generality of the foregoing, any activity which emits foul or obnoxious odors outside the Lot, barking dogs, or the use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be clearly audible to occupants of other Lot (except alarm devices used exclusively for security purposes) are prohibited.

(f) Illegal Activities. Any activity which violates local, state, or federal laws or regulations.

(g) Unsanitary Activities. Any activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot, including, without limitation, accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers. Such containers shall be either kept behind the home and not seen from street, or kept inside, except as reasonably necessary for garbage pick-ups (with containers to be deposited curbside not earlier than one day before scheduled pick-up and removed the same day as scheduled pick-up);

(h) Burning. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot and in such instance subject to any local jurisdictional burning permit requirement. The foregoing shall not prohibit the installation and use of outdoor fire pits and fireplaces constructed, installed and maintained with a Lot's back yard as may be approved by the ARC, provided any such fires are controlled, conducted and monitored in compliance with all applicable laws and any additional rules and regulations imposed by the Board, and are safely contained within such fire pits and fireplaces as are approved by the ARC, but in no event shall any Owner install or place any fire pit, or otherwise ignite a fire, within the Common Areas;

(i) Firearms/Fireworks. Discharge of firearms, firecrackers, fireworks or other explosive devices.

(j) Dumping. Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Common Areas of the Community, except that fertilizers may be applied to

landscaping on Lot provided care is taken to minimize runoff, and Declarant and builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Storage. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article V.

(l) Wildlife. Capturing, trapping, or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community, and except for fishing in designated fishing ponds within the Community, if any, in accordance with applicable law and any rules and regulations imposed by the Board.

(m) Environment. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community.

(n) Drainage. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(o) Irrigation Systems. Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant and the Association shall be permitted and shall have the exclusive right and easement to draw water from such sources within the Community for purposes of irrigation and such other purposes as Declarant or the Association shall deem desirable;

(p) Bodies of Water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes ponds, streams, or other bodies of water within or adjacent to the Community.

(q) Time-Sharing. Use of any Lot for operation of a timesharing, fraction-sharing, short-term leasing (daily or weekly rental) or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program.

(r) Business or Trade. Any business, trade or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve door-to-door solicitation of residents of the Community; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community which is noticeable greater than that which is typical of Lot in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Community, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have

their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether; (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of the Community or its use of any Lot which it owns within the Community.

(s) Subdivision of Property. Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot, after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Lot which it owns.

(t) General. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(u) Unsightly Structures. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;

(v) Exterior Antennas. Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; and (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, are referred to herein as "Permitted Devices") shall be permitted; however, any such Permitted Device must be placed in the least conspicuous location on the Lot back yard at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property, and is installed and maintained in a manner consistent with the Community-Wide Standard and the Architectural Guidelines, as reviewed and approved by the ARC pursuant to Article V. Notwithstanding anything contained herein to the contrary, Declarant and the Association shall have the right, without obligation, to erect or install and maintain satellite dishes, antennas, or similar devices for the benefit of all or a portion of the Community.

(w) Exterior Decorative Items. Installation, display, or presence of exterior decorative items, including, but not limited to, statuary, wishing balls and fountains are prohibited in front yard and cannot be seen from street. Yard flags are prohibited but flags attached to a dwelling are allowed with Board approval.

(x) Boats. Boats and other watercraft shall not be stored on any Lot unless located in an enclosed garage. Boat trailers or watercraft trailers shall not be stored on any Lot unless located in an enclosed garage and shall not be parked on the street at any time, nor in the Lot's driveway for longer than 24 hours within any consecutive 7-day period.

(y) Yards; Landscaping; Outbuilding; Driveways. No rocks or gravel of any kind can be used in any landscaping. Single family detached dwellings may request change to bark mulch or mulch as long as the color is that approved by the ARC. Single standing mailboxes are prohibited, and cluster-type mailboxes shall be used for all residents. Storage sheds or other outbuildings are not permitted on any Lot. Notwithstanding the foregoing prohibition, the Association may, but is not required

to, grant exceptions to this prohibition. The granting of any specific exception or any group of exceptions shall not be used as precedent for or require the Association to grant another exception. Any storage shed or outbuilding constructed on a Lot pursuant to an exception granted an Owner shall be constructed only upon the Association's approval of the shed or outbuilding's size, construction materials, and location on the Lot.

(z) Fences. Under no circumstances shall the ARC approve the erection or construction of a fence that does not meet the guidelines of the ARC regarding fence material, style, height, location and any other factor deemed important by the ARC. The ARC will promulgate and publish such guidelines from time to time and nothing contained herein shall prohibit the ARC from revising those guidelines as the ARC determines in its sole discretion.

3. Leasing of Lot. "Leasing," for purpose of this Paragraph, is defined as regular exclusive occupancy of a Lot by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term; however, in no case shall such term be shorter than twelve months. Notice of any lease, together with a copy of such lease and with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Governing Document.

EXHIBIT D

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one Party Appointed Arbitrator, and all the Respondents shall agree upon one Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three arbitrators.

3. If the Panel is not selected under Rule 2 within forty-five (45) days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Association Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators, or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.

5. The Appointed Neutral or Neutral, as the case may be, ("Arbitrator") shall fix the date, time, and place for the hearing. The place of the hearing shall be within SYLVAN WOODS unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as he or she deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the

dispute.

9. If the Arbitrator decides that he or she has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in his or her own discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

10. No formal discovery shall be conducted in the absence of order of the Arbitrator or express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when he or she is satisfied the record is complete.

12. There will be no post hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, signed by the Arbitrator, and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel, including the Award, shall be by majority vote. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

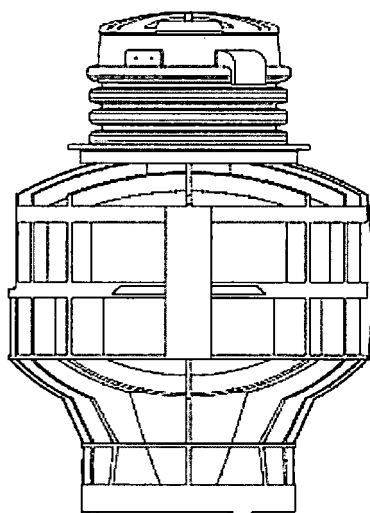
EXHIBITE

**Specification sheets for the sanitary grinder pump to be supplied for each initial lot owner
by Declarant**

E/ONE EXTREME

S E R I E S

WH231/WR231



Features

The WH231 or WR231 is a complete unit that includes: the grinder pump, check valve, polyethylene tank and controls.

The WH231 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The WR231 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

All solids are ground into fine particles, allowing them to pass easily through the pump, check valve, and small diameter pipe lines. Even objects that are not normally found in sewage, such as plastic, rubber, fiber, wood, etc. are ground into fine particles.

The 1-1/4" inch discharge connection is adaptable to any piping materials, thereby allowing us to meet your local code requirements.

The tank is made of tough corrosion-resistant polyethylene. Designed specifically for low pressure sewer applications, the WH231 or WR231 has an optimum tank capacity of 237 gallons, providing ample user storage. The lower portion of the tank has a smaller diameter tapered down to a dish shaped bottom. These design features reduce the retained volume and promote scouring which will minimize odor and corrosiveness. This model can handle flows of 850 GPD.

The internal check valve assembly, located in the grinder pump, is custom designed for non-clog, trouble-free operation.

The grinder pump is automatically activated. It runs infrequently for very short periods. The annual energy consumption is typically that of a 40 watt light bulb.

Operational Information

Motor

1 HP, 1,725 RPM, high torque, capacitor start, thermally protected, 120/240 V/60 Hz, one phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1-1/4" female NPT. Can easily be adapted to 1-1/4" PVC pipe or any other material required by local codes.

Discharge*

15 gpm at 0 psig

11 gpm at 40 psig

7.8 gpm at 80 psig

Overload Capacity

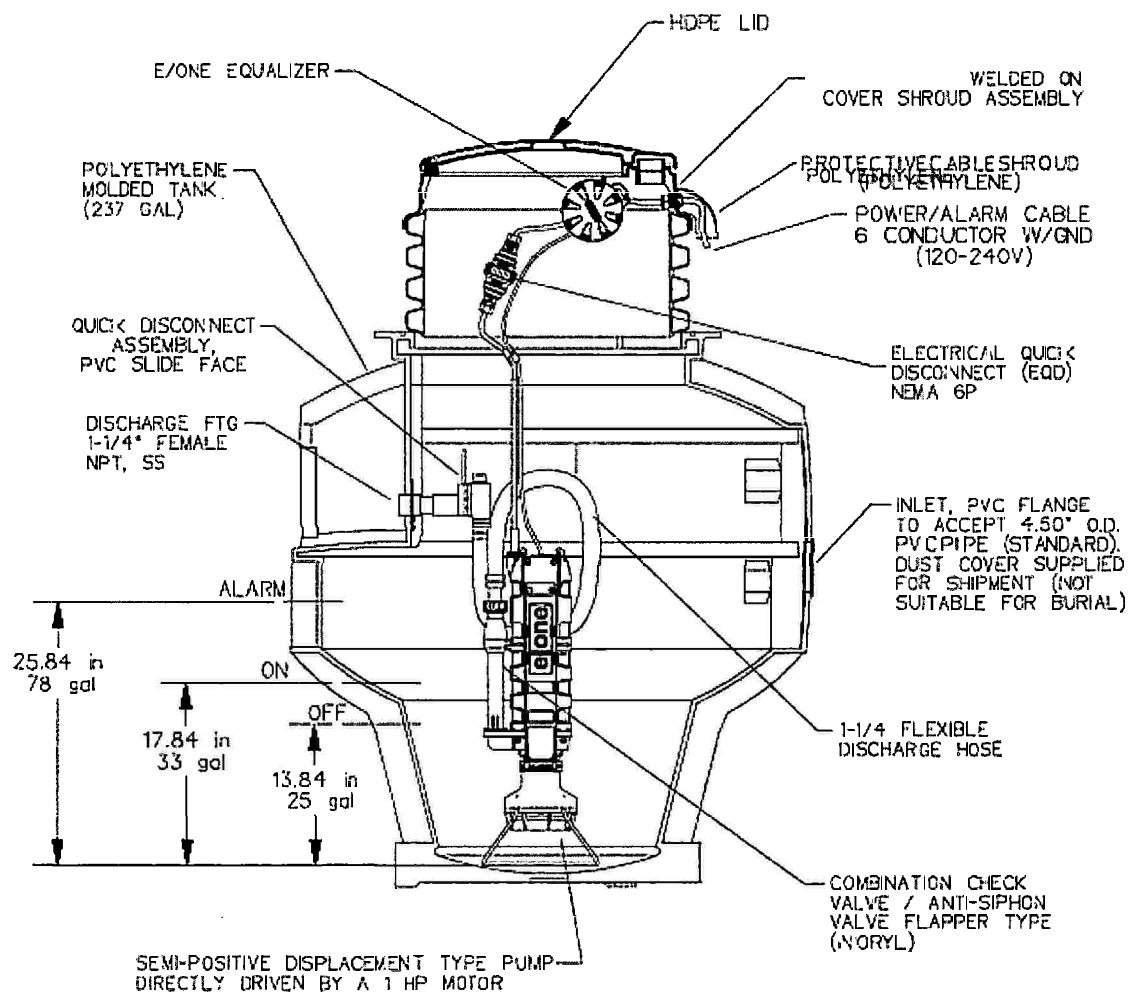
The maximum pressure that the pump can generate is limited by the motor characteristics. The motor generates a pressure well below the rating of the piping and appurtenances. The automatic reset feature does not require manual operation following overload.

Patent Numbers: 5,752,315
5,562,254 5,439,180

* Discharge data includes loss through check valve, which is minimal.

NA0059P01

OPTIONS : ☐ **WH231** (HARD WIRED LEVEL CONTROLS)
☐ **WR231** (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED
 SEE INSTALLATION INSTRUCTIONS
 FOR DETAILS

AD	CH	10/20/10	D	
DR BY	CHK'D	DATE	ISSUE	SCALE
 SEWER SYSTEMS				
MODEL WH231 / WR231 DETAIL SHEET				
NA0059P02				

EXHIBIT F

Bylaws