

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT FALLS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT FALLS (the "Declaration") is made as of the 19th day of July, 2023, by PLEASANT FALLS LLC, a South Carolina limited liability company ("Declarant"), whose address is 2153 E. Main Street, C14, PMB 317, Duncan, SC 29334.

WHEREAS, Declarant is the owner and developer of a residential community located, or to be located, on that certain tract of land located near the Town of Moore in Spartanburg County, South Carolina, being known as Pleasant Falls, containing 14.35, acres, more or less (the "Property"), shown on a plat entitled FINAL PLAT FOR PLEASANT FALLS PHASE 1, A PATIO HOME DEVELOPMENT, SPARTANBURG COUNTY, SOUTH CAROLINA, made by Souther Surveying Inc., dated July 20, 2022, and recorded in Plat Book 183 at Page 132 on February 21, 2023, in the Office of Register of Deeds for Spartanburg County, South Carolina (said plat along with any amendments or modifications thereto shall be referred to herein as the "Plat"), and reference to which Plat is hereby craved for a complete metes and bounds description; and

WHEREAS, the Declarant desires to impose certain restrictions, covenants, conditions and easements upon the Property in order to ensure its use for residential purposes, to prevent impairment of the attractiveness of the Property, and to maintain the desired quality of the Subdivision with no greater restriction on the free and undisturbed advantages to the other Lot owners; and

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

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, occupied and used subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1- DEFINITIONS

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

Section 1. "Act" shall mean the South Carolina Non-Profit Corporation Act, codified in Title 33, Chapter 31 of the South Carolina Code.

Section 2. "Additional Property" shall mean and refer to any additional real estate that is or may become contiguous, adjacent to, or neighboring the Property, all or a portion of which may be made subject to the terms of the Declaration in accordance with the provisions of this Declaration.

Section 3. "Annual Assessment" shall have the meaning set forth in Article IV, Section 4, of this Declaration.

Section 4. "Approved Builder" shall mean and refer to the builder or builders which have been selected by Declarant to construct Homes for sale in the Subdivision.

Section 5. "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association filed with the Secretary of State of South Carolina, as amended and modified from time to time.

Section 6. "Association" shall mean and refer to Pleasant Falls Homeowner's Association, a South Carolina non-profit corporation, its successors and assigns.

Section 7. "Board of Directors" or "Board" shall mean and refer to the body responsible for administering the association, selected as provided in the Bylaws and serving the same role as the board of directors under South Carolina corporate law.

Section 8. "Bylaws" shall mean and refer to the bylaws of the Association, as amended and modified from time to time.

Section 9. "Common Area" shall mean and refer to those portions of the Property that are designated on the Plat as "Common Area" and/or "Open Space" including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the Owners together with any other portions of the Property or any Additional Property that shall be designated by Declarant or the association (as the case may be) as "Common Area" in a recorded amendment to this Declaration or in some other recorded document

Section 10. "Declarant" shall mean and refer to Pleasant Falls LLC, a South Carolina limited liability company, and its successors and assigns to whom the rights of Declarant are specifically assigned as evidenced by an instrument signed by Declarant and recorded with the Office of the Register of Deeds for Spartanburg County, South Carolina. Declarant may, at its option, assign only a portion of its rights hereunder, or all of such rights in connection with the appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise those rights assigned to it by the Declarant. Any such assignment may be made on a non-exclusive basis. At such time as Declarant no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration shall inure without further action to the Association.

Section 11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Pleasant Falls Subdivision, as it may be amended or supplemented from time to time.

Section 12. "House" shall mean and refer to the detached primary residential dwelling improvement constructed upon a Lot, which improvement is owned by the Owner of the Lot on which it is constructed and is subject to the terms and provisions of this Declaration.

Section 13. "Initiation Fee" shall have the meaning set forth in Article IV, Section 3 of the Declaration.

Section 14. "Lot" shall mean and refer to any numbered plot of land shown on the Plat which is the site for construction of a House and includes the land and any and all improvements and fixtures thereon, but excluding the Common Area.

Section 15. "Member" shall mean and refer to every person, corporation, partnership, limited liability company, association, trustee, or other legal entity who holds membership in the Association as provided herein.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including Declarant if it owns a Lot and any Approved Builder that owns a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 17. "Plat" shall mean and refer to: (i) the plat entitled FINAL PLAT FOR PLEASANT FALLS PHASE 1, A PATIO HOME DEVELOPMENT, SPARTANBURG COUNTY, SOUTH CAROLINA, , made by Souther Surveying Inc., dated July 20, 2022, and recorded on February 21, 2023, in Plat Book 183 at Page 132 in the Office of the Register of Deeds for Spartanburg County, and (ii) any revisions, supplements, or amendments thereof, and (iii) subsequent plats of the Subdivision hereafter recorded by Declarant in the Office of the Register of Deeds for Spartanburg County, and any revisions, supplements, or amendments thereto.

Section 18. "Property" and "Properties" shall mean and refer to the real property shown on the Plat(s) including the Common areas and Lots, and such Additional Property as may hereafter be annexed into the Subdivision as hereinafter provided, but excluding any land designated for future development until and unless such excluded land is shown on a Plat without the designation of future development.

Section 19. "Special Assessment" shall have the meanings set forth in Article IV, Section 5 of the Declaration.

Section 20. "Special Individual Assessment" shall have the meaning set forth in Article IV, Section 5 of the Declaration.

Section 21. "Storm Water Management Facility" shall mean any structural storm water management measure used to treat storm water runoff including, but not limited to, basins, ponds, proprietary devices, low impact development features, water quality buffers, filtration and/or other treatment devices.

Section 22. "Subdivision" shall mean and refer to the Property commonly known as Pleasant Falls Subdivision as the same is shown on the Plat, including the Common Area(s).

ARTICLE II- PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a perpetual right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. All rights and easements created by this Section 1 shall be deemed appurtenant to each Lot, shall inure to the benefit of each Owner and each Owner's guests, tenants, invitees and agents, and are granted subject to the provisions of this Declaration including, without limitation, the following provisions:

- (a) The right of the Association to charge reasonable fees for the maintenance and lighting of entrances, the Common Area fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expenses;
- (b) The right of the Association and Declarant to suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations and the right of the Association to impose a Special Individual Assessment for such infractions;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority. Except as provided otherwise herein, no such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and has been recorded with the Office of Register of Deeds for Spartanburg County, South Carolina;
- (d) The right of the Association, in accordance with the Articles of Incorporation and its Bylaws, to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;
- (e) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money and mortgage, pledge, or hypothecate any or all its real or personal property as security for money borrowed or debts incurred for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of the Common Area is signed by two-thirds (2/3) of each class of members;
- (f) The right of the Association to exchange portions of the Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Area or for any other purpose or reason; and
- (g) The right of the Association to establish reasonable rules and regulations for the use of the Property by Members or their tenants, family members, guests, invitees, and agents.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment of the Common Area to the members of his or her immediate family and their guests, tenants, or contract purchasers who reside within a House on the Lot of such Owner as their principal residence.

Section 3. Leases of Lots. For purposes of this Declaration, a Lot shall be deemed "leased" if any occupant pays or provides money or other consideration of any type in exchange for permission to occupy all or any part of a Lot, for any period of time, regardless of whether the arrangement is characterized as a "lease," "rental," "license," or any other legal relationship between the Lot Owner and occupant. Any lease agreement between an Owner and a lessee for the lease of such Owner's House on its Lot shall be for the entire Lot and all improvements thereon and not a portion thereof, shall be in writing, shall identify the lessee and all permitted occupants, shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. In the event of a violation of this Declaration by any such person (whether the lessee or any of his guests or invitees), the Association may require the Owner to terminate the lease and to immediately evict or remove the lessee and all violators. Fines and sanctions imposed for violations of this Declaration shall be the responsibility of the Owner and all lessees, jointly and severally.

The Owner shall provide the lessee with copies of this Declaration, the Articles of Incorporation, and the Bylaws at the time any lease agreement is executed and must require the lessee to sign a binding acknowledgment to the effect that lessee has read, understands and agrees to abide by the Declaration. Such binding agreement shall be submitted by the owner to the Association and the Pleasant Falls property management company upon execution of a lease agreement which agreement will be held on file and enforced by the Association for the duration of the lease.

Section 4. Declarant's Covenant to Convey Title to Common Area. Declarant hereby covenants for itself, its successors and assigns, that it will convey or cause the conveyance of fee simple title to its property designated herein as Common Area to the Association any time before such time as the Declarant conveys the last Lot to some person other than Declarant. Each such conveyance shall be subject to the rights, restrictions, and easements set forth in this Declaration, as well as other public and private access, utility and drainage easements, easements, and rights-of-way. Additionally, if Storm Water Management Facilities are located within the Common Area, the Declarant shall take the following actions at or prior to the time in which the Subdivision is fifty (50%) percent built: (1) convey fee simple title to the applicable Storm Water Management Facilities to the Association, and (2) file any and all necessary documentation defining the responsible party for maintaining the Storm Water Management Facilities with the Director. The Common Area shall be free from any monetary liens but subject to easements of record, including any easements established by this Declaration. The Association shall accept the conveyance of all such Common Area and Storm Water Management Facilities pursuant to this Section. Similarly, Declarant will convey to the Association such additional Common Area, if any, as is annexed in the future, immediately following its annexation pursuant to the terms of this Declaration. The Association shall accept the conveyance of all such additional Common Area pursuant to this Section.

Section 5. Maintenance of Common Area. The Common Area shall be maintained by the Association upon such time as the same shall be conveyed by Declarant to the Association. Maintenance of the Common Area shall include maintenance, repair, and reconstruction, when necessary, of all improvements and facilities located thereon. Common Area conveyed to the Association in an unimproved and natural state may be maintained in the same state after it is conveyed to the Association. The Association shall not be responsible for the maintenance of any Lot or any portion thereof or the improvements within the boundaries of any Lot. The Owners of such Lots shall be solely responsible for same.

ARTICLE III - MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a Member of the Association and shall enjoy the privileges and be bound by the obligations contained in this Declaration, including the obligation to pay assessments. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot which is subject to assessment. Members shall be entitled to vote only on the issues, questions, actions, and matters which this Declaration, the Bylaws, or South Carolina law require be decided by a vote of the Members. The Association shall have two (2) classes of voting membership:

Class A Members. "Class A Members" means all Owners, with the exception of the Declarant and Approved Builder(s), and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the owners of the specific Lot among themselves determine, but in no event shall more than one vote be cast with respect to any Lot and that vote shall not be split.

Class B Members. "Class B Members" means the Declarant and any Approved Builder(s) who own a Lot within the Subdivision, and shall be entitled to three (3) votes for each Lot owned by Declarant or Approved Builder(s), respectively, at the time any vote is cast.

The Class B Membership shall cease and be converted to Class A Membership when Declarant and any Approved Builder(s) elect by written notice to the Association to convert their Class B Membership to Class A Membership or when the last Lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or an Approved Builder.

Section 3. Suspension of Voting Rights. Voting rights attributable to an ownership interest in a Lot shall be suspended, automatically and without requirement of notice or hearing, during any period that the Lot or the Owner thereof is delinquent in the payment of Assessments or is in violation of this Declaration.

Section 4. Association to Maintain Books and Records. The Association shall always maintain current copies of this Declaration and all other documents affecting the Subdivision, all rules and regulations concerning the Property, as well as its own books, records and financial statements as required by the Act.

Section 5. Management and Other Agreements. The Association may be professionally managed and may enter into such agreements for the management, operation and administration of the Subdivision with the individual, firm or entity that the Association deems appropriate and in the best interest of the Subdivision from time to time. Should the Association enter into a management agreement for the Subdivision as permitted herein, the manager (hereinafter referred to as "Independent Manager") shall obtain and always maintain fidelity insurance as provided in an amount acceptable to the Association.

Section 6. Association Acceptance of Responsibility for Contract, Leases, Infrastructure, Improvements and Facilities; Declarant Power of Attorney. The Association shall accept (a) assignment of any contracts and/or leases entered into by the Declarant with respect to the Common Area of the Property, (b) responsibility for the operation, repair, maintenance and replacement of infrastructure, improvements and/or facilities constructed and/or installed on the Common Area of the Property and (c) the transfer of any permits issued with respect to infrastructure, improvements or facilities when and to the extent the transfer of any permit is requested, required or permitted by the Declarant or by any local, state or federal office, agency, department or authority. Infrastructure, improvements, and facilities shall include, but not be limited to, retaining walls, amenities, structures, walls, monuments, trails, landscaping, utilities, and drainage/storm water control systems. The officers of the Association will immediately execute any documents which are requested or required by the Declarant or by any government authority or agency or which are necessary to facilitate and memorialize (a) the assignment of contracts and leases entered into by the Declarant with respect to the Common Area of the Property to the Association, (b) the Association's acceptance of repair, maintenance and replacement responsibilities and/or (c) the transfer of permits to the Association as provided for herein. The Association shall be responsible for any costs, expenses or damages incurred or sustained by the Declarant as a result of any delay or failure by the Association or its officers to do so, including, without limitation, any attorneys' fees incurred by the Declarant as a result of any delay or failure. Without limiting the rights of the Declarant or the obligations of the Association under this Section, the Declarant shall have the power and authority to execute any such documents in the name of the Association and as its agent and attorney-in-fact should the Association or its officers and directors fail or refuse to do so. The Declarant may also request and require that the officers and directors of the Association execute, deliver and/or record powers-of-attorney or other written authorizations confirming the authority of the Declarant to act as the agent and attorney-in-fact of the Association as provided herein. The rights, powers and authority granted to the Declarant under this Section may be exercised by the Declarant at any time.

ARTICLE IV - COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except for Declarant and Approved Builder(s), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, and an institutional lender who acquires title to a portion of the Property pursuant to foreclosure of its mortgage given by Declarant or acceptance of a deed in lieu of foreclosure (the "Subdivision Lender"), is deemed to covenant and agree to pay the following assessments to the Association: (1) a one-time Initiation Fee in an amount set forth in Section 3 below, (2) Annual Assessment, and (3) Special Assessments for capital improvements, such assessments to be established and collected as herein provided. The "Initiation Fee" shall be a charge collected at the initial closing of a Lot to an entity other than the Declarant or an Approved Builder, and again each time the subject Lot is transferred or conveyed of record. The Initiation Fee, Annual Assessments, Special Assessments, and Special Individual Assessments (collectively "Assessments" and individually an "Assessment"), together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien and charge upon the Lot against which each such Assessment is made as of that date upon which such Assessment is made and continuing until paid.

Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal financial obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but shall remain a lien upon the transferred Lot. **DECLARANT, THE APPROVED BUILDER(S), AND THE SUBDIVISION LENDER SHALL BE EXEMPT FROM ALL ASSESSMENTS RELATING TO ANY PORTION OF THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.**

The Association shall, from time to time and at least annually, (i) prepare and adopt a proposed budget for the Subdivision (the "Budget"), (ii) determine the amount of expenditures payable by the Owners to meet the proposed Budget ("Common Expenses"), and (iii) allocate and assess Common Expenses among the Lot Owners. The Budget shall include such amounts as the Association deems necessary for the operation and maintenance of the Subdivision and shall include, without limitation, amounts for permitted reserves and such amounts as may be necessary to make up any deficit for outstanding Common Expenses for any previous year.

The Association shall mail or electronically deliver a summary of the proposed Budget and a notice of a meeting to consider ratification of the proposed Budget to all Members, including a statement of the proposed Annual Assessment. Such ratification meeting shall be held not less than ten (10) nor more than sixty (60) days after the proposed Budget summary and notice are mailed or electronically delivered. There shall be no requirement that a quorum be present at the meeting. The proposed Budget and Annual Assessment are ratified unless, at that meeting, a majority of all the Members in the Association vote to reject the proposed Budget and Annual Assessment. In the event the proposed Budget and Annual Assessment are rejected, the periodic Budget and Annual Assessment last ratified by the Members shall be continued until such time as the Members ratify a subsequent Budget and Annual Assessment as provided herein. Should circumstances warrant an amendment or change in the Budget or Annual Assessment during any calendar year, the Association shall formulate a revised Budget and Annual Assessment and submit the same to the Members for ratification as provided herein. Any surplus funds remaining after payment of or provision for Common Expenses shall be retained by the Association and held as reserves for the payment of future Common Expenses as the Association, in its sole discretion, deems appropriate.

Section 2. Purpose of Assessments.

(a) The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and other residents of the Subdivision to the fullest extent authority or responsibility is granted to the Association, hereunder and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to:

- (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 utility infrastructure, water and sewer mains in and upon the 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;
- (vi) the maintenance of lakes, ponds, 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;
- (vii) the maintenance of any "sign easement" areas located on any Lot, as shown on the Plat;
- (viii) the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets (whether public or private);
- (ix) the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;
- (x) the costs associated with duties of the Architecture Review Committee;
- (xi) the employment of attorneys, accountants, architects, and other professionals or agents to represent or assist the Association when necessary;
- (xii) the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise;
- (xiii) payment of management fees to a property manager, if applicable; and
- (xiv) to carry out all other purposes and duties of the Association as provided in this Declaration.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund is to be established out of the Annual Assessment or Special Assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of incorporation and the Bylaws. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

(d) Funds for storm water management will be kept separate from other funds as a line item in the Association's overall budget.

Section 3. Initiation Fee. The Initiation Fee shall be assessed in the amount of one hundred percent (100%) of the Annual Assessment paid by the purchaser of a Lot and shall be paid to the Association contemporaneously with each transfer of ownership of any Lot to a party other than

the Declarant or an Approved Builder. The Initiation Fee shall not be prorated. The Initiation Fee shall be used for common expenses and can be used for unforeseen expenditures or to acquire equipment or services deemed necessary or desirable by the Association for common Association purposes.

Section 4. Annual Assessment. The initial Annual Assessment shall be set by the Declarant. Once the initial Annual Assessment has been set, the Annual Assessment shall be paid on a calendar year basis unless changed by the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased each year by the Declarant or the Board by not more than fifteen (15%) percent above the maximum Annual Assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased above fifteen (15%) percent of the maximum Annual Assessment for the previous year only by an affirmative vote of two-thirds (2/3) of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

With respect to any Lot conveyed by Declarant or an Approved Builder, the purchaser of such Lot shall pay to the Association at closing the amount of the Annual Assessment for the installment period in which the closing occurs on such Lot, prorated based upon the number of days remaining in such installment period. With respect to any Lot conveyed by any Owner other than Declarant or Builder, the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

Section 5. Special Assessments.

(a) In addition to the Annual Assessments authorized above, the Association may levy, in any calendar year, a Special Assessment applicable to all Lots for that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, or for other special or extraordinary, but not recurring purposes, as identified and approved by the Association, provided that any such Special Assessment shall be approved by an affirmative vote of 2/3 of all Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or otherwise.

(b) In addition to the Annual Assessments and the Special Assessments, the Association shall have the power to levy a special assessment (a "Special Individual Assessment") applicable to any particular Owner (1) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area or any improvements thereon, including the roads (prior to their acceptance for public maintenance), which is occasioned by an act or omission of such Owner, members of such Owner's family, or such Owner's agents, guests, employees, or invitees and not as a result of ordinary wear and tear, (2) for payment of costs incurred by the Association to bring any Lot into compliance with this Declaration, or (3) for

the payment of fines, penalties, or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the Bylaws. The due date and payment terms (if any) of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Association's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Association shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least ten (10) days prior to the date upon which such Special Individual Assessment shall be due.

(c) NEITHER DECLARANT, NOR ANY APPROVED BUILDER, NOR THE SUBDIVISION LENDER, SHALL BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS.

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

Section 6. Notice and Special Quorum for any Action Authorized under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than ten (10) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast forty (40%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all Lots owned by Class A Members as of the filing of this Declaration. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent Annual Assessments will be due not more than once in a twelve-month period as determined by the Association. The Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the

Association as of the date of its issuance. Notwithstanding the provisions of this Section 8, Lots owned by Declarant or Approved Builder(s) shall be exempt from the Initiation Fee, Annual Assessments, Special Assessments, and Special Individual Assessments during Declarant's or Approved Builder'(s) ownership of the Lot(s). The Initiation Fee, Annual Assessments, Special Assessments, and Special Individual Assessments for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. If any Initiation Fee, Annual assessment, Special Assessment, or Special Individual Assessment is not paid within thirty (30) days after the due date, the Association may, at its option and without further notice, declare the entire unpaid Assessment immediately due and payable. Unpaid Assessments shall be subject to a \$25 late fee and bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association shall also be entitled to recover fees and penalties for returned checks as permitted by law and any administrative/collection service fees charged to the Association by its management company or any third party agent providing collection services. Assessments levied and late charges, administrative/collection service fees, interest, returned check fees, attorney's fees and costs allowed herein shall be the personal obligation of each Owner and a continuing lien upon the Owner's Lot. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien created herein against Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such Assessment. Each Owner, by acceptance of a deed to a Lot, expressly grants to and vests in the Association and its agents the right and power to file a claim of lien and to bring such action or foreclosure. No Owner may waive or otherwise escape liability for payment of the Assessment provided for herein by nonuse of the Common Area, rejection of services by the Association, or abandonment of his or her Lot, nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. During any period in which an Owner is in default in the payment of any installment of an Assessment levied by the Association, the voting rights of the Owner in the Association, the Owner's right to the use of the Common Area and/or any other services, privileges or facilities which are provided by the Association (except the right of access to the Owner's Lot) is automatically suspended without the necessity of any notice, hearing or other formal process until such Assessment and all related fees and charges are paid in full.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the appropriate government authority of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes, assessments, and penalties due the governmental authority by the total number of lots in the Subdivision.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments against a Lot

provided for herein shall be subordinate to the lien of any first mortgage upon such Lot. The lien for Assessments of the Association created herein shall not be affected by any conveyance of a Lot and shall remain a continuing charge on that Lot and a continuing lien which may be foreclosed as provided above. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale. No foreclosure sale shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Obligation of the Declarant with respect to Assessments. So long as the Declarant owns at least one Lot in the Subdivision, Declarant may opt to either pay the amount by which the annual expenditures of the Association (excluding any reserves) are in excess of the total amount of Assessments paid by Owners other than Declarant ("Deficit Funding") or choose to have its Lot(s) subject to the regular Assessments.

ARTICLE V - UTILITIES

Section 1. Water System. Every Lot shall be connected to a public utility water system. Private wells may not be drilled or installed on any Lot for any purpose.

Section 2. Sewer System. Every Lot shall be connected to a public utility sewage disposal system.

Section 3. Street Lighting. Declarant may install or contract with any public utility and/or private street lighting provider to install and operate street lighting within the Project ("Street Lights"). All costs incurred in connection with the installation, operation, maintenance, and replacement of Street Lights shall be paid as part of the Common Expenses of the Association. Declarant may enter into contracts, agreements and/or leases for the acquisition, installation, maintenance and/or operation of the Street Lights in its name or in the name of the Association, as the Declarant, in its sole discretion, deems appropriate. Contracts, agreements and/or leases executed by and between the Declarant and any public utility or entity to provide, install, operate, serve, maintain or replace Street Lights may be assigned by the Declarant to the Association at any time without the consent or approval of the Association.

ARTICLE VI- ARCHITECTURAL CONTROL

Section 1. Plan of Design Approval. All residences, outbuildings, and other structures or improvements initially constructed within the Subdivision by an Approved Builder (collectively, "Initial Improvements") shall be built in accordance with plans and specifications which have been previously approved by Declarant. Notwithstanding anything to the contrary herein, under no circumstances shall any additional architectural approval be required as to the Initial Improvements constructed by any Approved Builder. Other than the Initial Improvements constructed by an Approved Builder, no building, fence, wall, porch, deck, or any other structure or related improvement of any type (collectively, "Improvements"), including, without limitation, the alteration or painting of the exterior surface of any Improvements, shall be undertaken or be changed, modified, altered, enlarged or expanded upon any Lot unless the plans and specifications therefor and the location, materials, size and design of the proposed Improvement shall have been expressly approved in writing by the Architecture Review Committee. No subsequent alteration

or modification of any Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architecture Review Committee in accordance with the provisions of this Declaration. Approval of an Improvement may be conditioned upon commencement and/or completion within specified periods or by specified dates. If no specific period is specified, every Improvement must be commenced within six (6) months of the date approved and if not, a new written approval must be requested and obtained as provided herein.

Section 2. Architecture Review Committee. Until such time the Class B Membership expires, Declarant shall annually appoint the members of the Architecture Review Committee which shall consist of at least three (3) members, the exact number of members of the Architecture Review Committee being designated by Declarant from time to time. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the Architecture Review Committee, Declarant, for so long as it has the authority to appoint the members of the Architecture Review Committee, and thereafter the Association, shall have full authority to designate and appoint a successor. Members of the Architecture Review Committee may be removed and replaced at any time with or without cause, and without prior notice, by Declarant, for so long as Declarant has the right to appoint the members thereof and thereafter by the Association. Subsequent to the expiration of Class B Membership (and earlier if Declarant specifically assigns this right to the Association), the Association shall designate the number of and appoint the members of the Architecture Review Committee on an annual basis. At any time, Declarant may elect not to designate the number of and/or appoint the members of the Architecture Review Committee and may assign this right to the Association. If such appointment to the Association occurs, all references to the Architecture Review Committee shall mean and include the Association.

Section 3. Procedure. No Improvements shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architecture Review Committee and approved in writing by the Architecture Review Committee as to harmony of external design and location in relation to surrounding structures and topography.

Section 4. Rejection of Plans and Specifications. The Architecture Review Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed in the Subdivision.

Section 5. Submittal of Plans to Architecture Review Committee. Prior to the commencement of any construction, other than the Initial Improvements made by the Approved Builder(s), each Owner shall submit to the Architecture Review Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;

- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction;
- (g) a statement of the estimated completion dates of all construction and improvements; and other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Architecture Review Committee.

These requirements also pertain to any alterations and/or additions to existing Improvements.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Review Committee at the addresses for Declarant and the property management company set forth in Article XII below. One complete set shall be retained by the Architecture Review Committee and the other complete set shall be returned to the applicant, with the Architecture Review Committee's approval or disapproval clearly noted thereon.

Section 6. Effect of Failure to Approve or Disapprove.

In the event the Architecture Review Committee fails to approve or disapprove such plans within thirty (30) days after they have been received by the Architecture Review Committee, such denial will be automatic. The terms "Building" or "Improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction. If an Owner erects any Improvement on a Lot and a suit to enjoin the erection of or to require the removal of such Improvements is not brought by a person or entity having standing to sue within two (2) months from the commencement of construction of such Improvements, then this Article shall be deemed to have been fully satisfied; provided, however, that a Special Individual Assessment may be levied against the Owner for said violations.

Section 7. Hardships. Subject to the limitations set forth herein and upon submission of a written request, the Architecture Review Committee is authorized from time to time and in its sole and unfettered discretion to modify or amend, during or before the construction or alteration of any Improvement, the provisions of this Declaration concerning set-back and location and size of improvements for any particular Lot if, in the reasonable opinion of the Architecture Review Committee, such shall be necessary to prevent undue hardship. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Subdivision and shall not materially change the scheme of standards, restrictions and requirements herein set forth. A written request for a variance shall be deemed to be disapproved unless and until the Architectural Review Committee has expressly approved the request in writing. The grant of a variance to any Owner shall not constitute a waiver of the Architectural Review Committee's right to strictly enforce any covenant, restriction and/or standard against any other Owner.

Section 8. Enforcement. The architectural control provisions contained in this Article (or in any

Supplemental Declaration(s), if any) are to facilitate control of the architectural design, construction, installation and placement of all Improvements and landscaping, to establish quality standards for construction, installation and related activity in the Subdivision, and to help preserve property values within the Subdivision. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners of property in the Subdivision and to Declarant, and to the values of their respective properties in the Subject, a monetary measure of which harm and damage would be difficult to establish. Accordingly, in addition to the rights of the Declarant and the Association to enforce the provisions of this Declaration as set forth hereinafter, the Architecture Review Committee shall have the specific nonexclusive right, but not the obligation, to enforce the provisions contained in this Article VI and/or to prevent any violation of the provisions contained in this Article VI by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. Declarant hereby specifically reserves and grants unto the Architectural Review Committee, the Association and any agent or member thereof the right of entry and inspection upon any Lot for the purpose of determining whether there exists any Improvement which is not approved or which violates the terms of any approval given by the Architectural Review Committee. The Architecture Review Committee shall also have the right to request that the Board levy upon an Owner a Special Individual Assessment for said violations. In the event that the Architecture Review Committee, the Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement, or otherwise to remedy a violation of this Article VI, the Architecture Review Committee, the Declarant, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot.

Section 9. Reservation of Rights by Declarant, The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth in this Declaration to any assignee at Declarant's sole discretion.

Section 10. Exculpation. Neither Declarant, any Approved Builder nor any member of the Architecture Review Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architecture Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architecture Review committee. FURTHER NEITHER DECLARANT, ANY APPROVED BUILDER NOR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE SHALL BE LIABLE FOR DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURE REVIEW COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURE REVIEW COMMITTEE FOR APPROVAL AGREES, BY THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, ANY APPROVED BUILDER, THE ASSOCIATION, THE BOARD, ANY MEMBERS OR OFFICERS OF THE ASSOCIATION OR OF THE BOARD, OR

ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE, OR RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE VII – MAINTENANCE OF PROPERTY

Section 1. Maintenance by Association. The Association shall be responsible for the operation, maintenance and repair of the Common Area. Notwithstanding the foregoing, the Association shall not be responsible for the maintenance or repair of damage caused, in whole or in part, by the negligent or intentional act or omission of any Owner, or that of any Owner's agents, invitees, guests or family members and any costs or expenses incurred by the Association for such maintenance or repairs shall be the responsibility of that Owner and may be charged to that Owner as a Special Individual Assessment. The Association, upon conveyance of the Common Areas from Declarant, shall be responsible for maintaining the improvements and facilities located within the storm water detention facilities and public drainage easements which appear on the Plat or are established as provided herein which serve portions of the Property other than Lot on which they are located. The Association's repair responsibility under this subsection shall include all pipes, culverts and catch basins installed on a Lot and within an established easement that serve portions of the Property other than the Lot on which they are located, including any settlement or subsurface collapse that occurs as a result of a failure of any component or improvement which is part of the storm water management or public drainage system.

Section 2. Maintenance by Owners. The Owner of any Lot shall maintain at such Owner's sole cost and expense, (i) the Lot(s) owned by such Owner, including the House and any other improvements located thereon, (ii) the area between any Lot line and the paved or improved portion of any public roadway right of way adjacent to the Lot(s) (including any vegetation, landscaping and street trees but excluding the sidewalks) in a neat, clean and orderly condition and in compliance with this Declaration and all applicable laws and ordinances. It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheelbarrows and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable landscaping guidelines provided to the Owners by the Declarant and/or the Association. All Improvements on the ILot shall be kept within reasonable neighborhood standards as determined by the Association or Architecture Review Committee. In the event the requirements of this Section are not adhered to, the Association shall send written notice to the Owner via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion hire contractors or other personnel to correct said violation and bill the Owner for

all costs incurred. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right and easement to unobstructed vehicular and pedestrian access over and upon each Lot at all reasonable times to for maintenance as provided for in this Article. In the event the Association performs such maintenance, repair, or replacement, the cost of such maintenance, replacement, or repairs shall be assessed to the Owner as a Special Individual Assessment and shall become a lien against the Lot of such Owner.

ARTICLE VIII - USES PERMITTED AND PROHIBITED

Section 1. Residential Use of Property. All Lots in the Subdivision shall be used for single-family, residential purposes only and shall not be used in any unlawful manner. No business or business activity shall be carried on or upon any Lot at any time; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder as a sales office, construction office, storage areas, model Lot, or similar facility for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision. To the extent permitted by law, any Owner may use his Lot as a home office, provided, however, that such home office use (a) shall be ancillary to the residential use of the Lot, (b) does not generate any additional pedestrian or vehicular traffic to or from any Lot or the Common Area, and (c) does not cause any disturbance of other Owners, residents or occupants of the Subdivision.

Section 2. Use of Outbuildings and Similar Structures. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architecture Review Committee and, if approved, such structure(s) shall not be used as a residence either temporarily or permanently. No structure of a temporary nature (including but not limited to tents) or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home, mobile home, or watercraft longer than twelve feet (12') shall be placed on any Lot either temporarily or permanently.

Section 3. Trailers, Boats, Boat Trailers. Any boat or boat trailers, camping trailer, recreational vehicle, utility trailer and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous or shall be within a covered and screened area, and such placement is subject to Architecture Review Committee approval. The Architecture Review Committee may ask that such equipment be removed at any time it is deemed to be a nuisance by the Association or the Architecture Review Committee. A Special Individual Assessment will be imposed for all costs and expenses incurred by the Association and/or the Architecture Review Committee in connection with any violation of this Section. This section is subject to the prohibition on watercraft longer than 12' being kept on a Lot either temporarily or permanently. The term "inconspicuous" as used above shall be deemed to mean: (a) "invisible" or "not visible" from the street or any neighbor's Lot, or (b) completely obstructed by a privacy fence such that it appears invisible from any angle exterior to the subject Lot.

Section 4. Offensive Activities. No unlawful, noxious or offensive activity shall be conducted or permitted anywhere on a Lot or Common Area(s), nor shall anything be done which may become an annoyance, nuisance, or menace to any other Owner or the Subdivision as determined by the

Association, in its sole and absolute discretion, or which may endanger the health or safety of any Owner or other person in the Subdivision. The Association shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision. No Owner shall engage in any disorderly conduct on the Property, or cause or allow any disturbance, including, but not limited to, shouting, singing, or playing any musical instruments, radio, stereo, or television, in a manner that unreasonably disturbs any other Owner.

Section 5. Livestock. No animals shall be kept, maintained, or quartered on any Lot or tract in the Subdivision except that domesticated cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as determined by Declarant or by the Board as pets ("Pets") for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood. No Pets may be kept or bred for any commercial purposes. Pit bulls, pit bull mix animals and rottweilers are prohibited and may not be present or kept on the Property at any time. No savage or dangerous Pets, as determined by the Association in its sole discretion, may be present or kept on the Property. All permitted Pets shall be controlled so as not to create noise that is audible on the Property and outside the Lot where the permitted Pet is kept between the hours of 9 p.m. and 7 a.m. All Pets must be housed inside a Lot, and no Pet shall be permitted or found on the Property (other than on the Lot of its Owner) unless carried or leashed by a person that can and does physically control the Pet.

Section 6. Aesthetics, Natural Growth, Screening. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property. Clotheslines and portable basketball goals shall not be allowed. No bird baths, vegetable gardens, frog or fish ponds, lawn sculpture, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot. The installation or location of a swing set and/or permanent basketball goal on a Lot must receive prior written approval of the Architecture Review Committee.

Section 7. Vehicles. Each Owner shall provide space for the off-street parking of automobiles prior to the occupancy of any Improvements constructed on a Lot in accordance with reasonable standards established by the Architecture Review Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored within the Subdivision. No passenger vehicles without current registration and license tags will be allowed in the Subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. No commercial vehicles, with the exception of police cruisers, may be stored or housed in the Subdivision at any time, or may be parked overnight in the Subdivision, unless parked inside the garage. Street parking shall be for temporary parking only and is prohibited as a long-term parking solution. The Association or its designee shall have the specific right to impose Special Individual Assessments for extended on-street parking. Special consideration may be granted by the Association for extenuating circumstances.

Section 8. Garbage and Refuse Disposal. No portion of a Lot shall be used or maintained as a

dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall only be temporarily stored awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition. Any container used to store garbage, refuse and debris until collected by a public or private waste disposal service shall be stored on each Lot so that it shall be out of sight from all streets. All containers shall be removed from the street within twenty-four (24) hours of garbage pick-up.

Section 9. Outdoor Fires. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor firepit may be approved by written approval from the Architecture Review Committee.

Section 10. Fences and Walls. All fences, walls, and other screens or types of barriers must be approved prior to installation on a Lot. Both material and locations of any fences, walls, and other screens or types of barriers must be expressly approved in writing by the Architecture Review Committee.

Section 11. Above Ground Pools. No above-ground pool shall be constructed or placed on any Lot, except that temporary inflatable pools for small children are acceptable.

Section 12. Garages. No residence shall be constructed without having at least a one-car garage which will be maintained permanently as a functional garage, with the exception that sales model homes constructed by Approved Builder(s) are not required to have functional garages while they are being used as sales model; however, there must be space to be converted to functional garage space upon conveyance of the Lot to a Class A Member.

Section 13. Driveways and Entrances to Garage. All driveways and entrances to garages shall be concrete or some other substance approved in writing by the Association or the Architecture Review Committee and of a uniform quality.

Section 14. Signage. No signs of any kind shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot, provided such sign is approved by the Architecture Review Committee. Further, so long as Class B Membership exists, Declarant reserves the right to place additional signs as needed within the Subdivision. The Association, through the Architecture Review Committee, reserves the right to allow additional signs as deemed appropriate after Class B Membership ceases. Notwithstanding the forgoing, a single sign may be placed on a Lot giving notice that a home security system is in place. The provisions of this Section shall not prevent the placement of signs and/or flags identifying the Subdivision at any entrance to the Subdivision, nor shall it prevent Declarant, any Approved Builder or any of their respective agents from placing signs or flags to advertise the Property, including signs or flags on the Common Area and on any Lot owned by the Declarant or any Approved Builder.

Section 15. Mailboxes. All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Common mailbox units in a mail kiosk as required by the USPS shall be determined by Declarant and located as shown on the Plat, with maintenance thereof being the responsibility of the Association.

Section 16. No Fly Zone. The operation of Unmanned Aircraft Systems (UAS) and Unmanned Aerial Vehicles (UAV), commonly known as drones, is prohibited anywhere within the Property and within the air space above the Property from the surface to 500 feet above ground level ("No Fly Zone"). No person or entity shall launch, land or fly any UAS or UAV within the No Fly Zone nor shall any person or entity use a UAS or UAV for the purpose of photographing or surveillance of any person without that person's written permission. No person shall request or solicit a UAS or UAV flight into or within the Property for any purpose, including the delivery of goods or services. Each separate flight and each photograph taken without authorization shall constitute a separate violation of this Section 11.2. Notwithstanding the foregoing, the Board of Directors may establish and amend the Rules and Regulations regarding UAS and UAV operations within the No Fly Zone and/or issue general or specific licenses to Members, occupants, guests or outsiders allowing UAS and UAV operations within the No Fly Zone established herein.

Section 17. Exterior Lighting. Exterior lighting on Lots shall be subject to the applicable requirements and limitations set forth by the Association. Night lighting of recreational facilities on Lots is not permitted except to the extent expressly allowed by the Association or Architectural Review Committee. All exterior lighting that is approved shall be configured, positioned and directed (i) so that bulbs are not visible from any point outside the boundaries of the Lot where the lighting is installed, and (ii) so that they do not cast light beyond the boundaries of the Lot where the lighting is installed; provided, however, the Architectural Review Committee shall have the right to grant variances or modifications with respect to this exterior lighting restriction.

Section 18. Sight Line Limitations. To the extent that governmental requirements do not impose a stricter standard, no fence, wall, hedge, tree, shrub or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the roads within the Subdivision shall be placed or permitted to remain on any Lot within the triangular areas formed by (i) the lines that run from the point of intersection of (a) the edge of a road's pavement and (b) the edge of the pavement of the driveway on such Lot for a distance of ten (10) feet along such road pavement away from such driveway pavement, (ii) the line that runs from said point of intersection for a distance of ten (10) feet along such driveway pavement away from such roadway pavement, and (iii) the straight line that connects the ending points of the lines described in the foregoing clauses (i) and (ii). No tree shall be permitted to remain within such triangular areas unless it is continuously maintained at an appropriate height to prevent any obstruction of sight lines.

Section 19. No Subdivision of Lots. No Lot shall be subdivided by sale, lease or otherwise without the prior written consent of Declarant so long as Class B Membership exists or the consent of the Association thereafter; provided, however, Declarant reserves the right to combine, subdivide or change the size, boundaries or dimensions of any Lot or Lots owned by Declarant for any reason at any time.

Section 20. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed House or other Improvement shall be permitted to exist on any Lot except during such reasonable time period as is necessary for completion. All construction must be completed within six (6) months after the date upon which it is commenced, unless a longer time is approved by the Declarant or the Architectural Review Committee. Any damage to the roadways, curbs or

sidewalks or any part of the Common Area or any utility system caused by an Owner or by an Owner's contractor or his subcontractors shall be repaired by the Declarant and/or the Association, and the Owner and Owner's builder shall be jointly and severally responsible for the payment of all costs and expenses thus incurred and the cost thereof may be recovered as a Special Individual Assessment against the Owner. Any builder of Improvements and his subcontractors on any portion of the Property shall keep such portion of the Property free of construction debris, in accordance with the construction rules established by the Association or, in the absence of such rules, in accordance with standard construction practices. The Board may levy a Special Individual Assessment against an Owner's Lot to pay for the cost of repairing any damage to roadways, curbs or sidewalks, to pay for the cost of cleaning public and private areas, and to pay for the cost of the removal of garbage, trash or other debris, which are occasioned by the activities of an Owner or Owner's builder or his subcontractors during the construction of Improvements.

Section 21. Clotheslines. No outdoor clothesline or clothes drying structure or equipment of any type shall be placed, used, or allowed to remain on any Lot.

Section 22. Antennas/Satellite Dishes. No outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed on the Common Area under any circumstances or by an Owner on a Lot without the prior approval of the Association. To the extent antennas or dishes are allowed by law, the Association reserves the right to approve, regulate and require screening to the fullest extent the law allows. In the event the erection or installation of any dish or device damages or otherwise requires maintenance or repair to any portion of the Property that the Association is responsible to maintain, the Association may require the Owner to properly repair and restore the affected area or, in the alternative, the Association may itself provide for the repair or maintenance of the affected area and recover all of the costs and expenses thereof from the Owner as a Special Individual Assessment.

Section 23. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot, and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall be applicable and complied with in regard to the Lots. Each Owner, occupant, guest, or other person present on the Property shall comply with all applicable laws, regulations, ordinances and other governmental rules and restrictions at all times.

Section 24. General Rules and Regulations. The Board shall have the power to formulate, publish, and enforce reasonable general rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area(s). Such rules and regulations, along with all Policy resolutions and policy actions taken by the Board, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

ARTICLE IX –INSURANCE AND RECONSTRUCTION

Section 1. Association Insurance. The Association shall procure and maintain, or cause to be maintained, insurance in accordance with the following provisions:

(a) The Association shall obtain and maintain at all times a policy or policies of property insurance covering all Common Area and all improvements located thereon, in an amount not less than one hundred percent (100%) of the replacement cost of such improvements at the time such insurance is purchased and at the time of each renewal thereof, exclusive of the costs of land, excavation, paving, foundations and other normally excluded items. The Association shall have no obligation to obtain and maintain any policy of property insurance covering any House on a Lot. The Association shall, at least annually, review the insurance coverage required herein and determine the current replacement cost of such improvements, including, without limitation, fixtures, personal property and supplies. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage and all perils covered by a standard "all risk" endorsement.

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

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

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

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

(f) All insurance policies maintained by the Association hereunder shall be written with a company or companies licensed to do business in the State of South Carolina. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the

foregoing provisions and requirements relating to insurance, the Association's authorized representative who has the authority to negotiate losses under any policy providing such insurance may be named as an insured.

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

Section 2. Owner's Insurance. By virtue of taking title to a Lot within the Subdivision, each Lot Owner acknowledges that neither the Association nor Declarant nor any Approved Builder has any obligation to provide any insurance for any portion of such Lot or any House or other property located thereon. Neither the Association nor Declarant shall be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or any Owner's family, tenants, guests or invitees, located on or used at the Common Area or for any damage or loss to any personal property of any Owner and any Owner's family, tenants, guests or invitees located on or used at the Common Area. Except as specifically provided herein, each Owner shall be solely responsible for such Owner's Lot including, without limitation, the House and all other improvements thereon, and such Owner's personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any property, casualty, liability or other insurance for damage to or loss of such property. Each Lot Owner shall promptly pay all premiums charged in connection with insurance coverage required by this Section. In addition, each Owner shall provide the Association with evidence that all required insurance coverage has been obtained and remains in force upon request. The Association shall have no obligation or responsibility to insure or verify that each Owner obtains or maintains insurance coverage as required herein and shall not be liable for any losses resulting from any Owner's failure or refusal to do so.

Section 3. FNMA, FHA or VA Insurance Requirements. Notwithstanding any other provision contained in this Article or this Declaration, the Association is authorized to obtain and maintain insurance sufficient to satisfy the insurance requirements of the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") and the Veteran's Administration ("VA") applicable to the Subdivision, as those requirements and standards may be modified or changed from time to time.

Section 4. Responsibility for Reconstruction or Repair of Casualty Damage. Notwithstanding any other provisions contained in this Declaration to the contrary, the Association and the Owners shall be responsible for the repair and replacement of portions of the Property damaged by casualties as follows:

(a) If any portion of the Property is damaged by perils that ARE covered by the property insurance maintained by the Association as set forth above, then the Association shall

cause such damaged portion to be promptly reconstructed or repaired with the proceeds of insurance available for that purpose. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications for the original development of the Subdivision. Except as provided herein, the cost of repair and replacement to Common Area in excess of available insurance proceeds is a Common Expense.

(b) If any portion of the Property is damaged by perils that ARE NOT covered by the property insurance maintained by the Association as set forth above, then:

(1) The repair or reconstruction of any damaged improvements within the Common Area shall be accomplished promptly by the Association and the extent of such repairs shall be a Common Expense of the Association. In such event, one or more Special Assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of any such Special Assessments shall be deposited with the Association. In addition, or alternatively, the Association may borrow funds to pay for such costs with the consent and approval of two-thirds (2/3) of the Members of the Association present, in person or by proxy, at a meeting duly called for such purpose at which a quorum is present.

(2) The repair or reconstruction of any damaged improvements within any Lot shall be accomplished promptly by the Owner of the affected Lot. If any Lot Owner fails to promptly accomplish such repair or reconstruction, the Association may perform such repairs or reconstruction on the Owner's behalf. The expense of such performance may be assessed against that Lot as a Special Individual Assessment, and, if not paid, shall be a lien on the Lot having all of the priorities of an Assessment as provided for in this Declaration and shall be collectible and enforceable as provided in this Declaration.

ARTICLE X-EASEMENTS

Section I. Easements Along Lot Lines. In addition to other easements as are shown on the Plat, a three and one-half (3.5') foot easement is reserved over and across each side lot line, for drainage and utilities; provided that should two Lots be consolidated to support one House, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated Lot.

Section 2. Reservation of Right to Grant Utility Easements. Declarant specifically reserves the right to grant specific easements to or for any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placement of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles and drainage lines, drop inlets, and culverts on any of the streets and easements shown on the Plat. An easement for the installation and maintenance of utilities and drainage facilities is hereby reserved over all streets within the Subdivision.

Section 3. Access Easement. Easements for access to the Subdivision are reserved as indicated on the Plat and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner and Approved Builder(s) a perpetual, nonexclusive easement over the areas designated as

a "Court" "Drive," "Road or "Street" "Way," Lane," "Avenue," or "Trail," on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision, subject to Declarant's right to amend the Plat in the future. Declarant specifically reserves the right to dedicate or convey any street, road or driveway to any governmental entity at any time following the date hereof without the consent or approval of any Owner or the Association.

Section 4. Use of Common Area. Subject to any limitation or restriction set forth in this Declaration (including any rules and regulations made or amended by the Association), Declarant declares that the Common Area subject to a perpetual nonexclusive easement in favor of Declarant, Approved Builder(s), the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Area for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Supplemental Declaration.

Section 5. Easement for Encroachments. Declarant hereby reserves, for the benefit of itself, any Approved Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, and for the benefit of the Owners and occupants of Lots, easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easements for encroachment shall include easements for the maintenance and use of the encroaching improvements in favor of Declarant, Approved Builder, the Association, the Owners and all their designees.

Section 6. Easements Appearing on the Plat. Declarant hereby reserves, for the benefit of itself, any Approved Builder, and the Association, including each of their respective agents, employees, lessees, invitees, designees, successors and assigns, any and all easements shown on the Plat, if any; provided, however, that the Association shall have no responsibility for the maintenance of any such easements except to the extent maintenance of the easement is expressly made the responsibility of the Association in this Declaration.

Section 7. Signage Easement. Declarant reserves to itself and any Approved Builder a perpetual easement over the Common Area for the installation, repair and replacement of signage promoting the development and sale of the Property and the Lots therein.

Section 8. Emergency Access. There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and all similar persons to enter upon the Property or any portion thereof which is now or hereafter may be made subject to this Declaration in the performance of their respective duties. The Association and its agents shall also have the right to enter the Lots and any improvements located thereon for the purpose of making any emergency repairs or replacements.

Section 9. Easement for Construction Purposes. Declarant and Approved Builder(s) shall have full rights of ingress and egress to and through, over and about the Property during such period as Declarant or Approved Builder is engaged in any construction or improvement work on or within the Property. Declarant and Approved Builder(s) shall further have an easement for the purpose of the storage of materials, vehicles, tools, and equipment which are intended to be utilized in such construction. No Owner nor any guests or invitees, shall in any way interfere with or hamper Declarant, any Approved Builder or any of their respective employees, successors, agents or assigns in connection with any such construction. Declarant also reserves (for Declarant's own benefit and the benefit of any Approved Builder), an easement over the Property, including all the Lots, for purposes of satisfying and/or complying with any directions or requests of any governmental entity with respect to the Property.

ARTICLE XI- SETBACK REQUIREMENTS, LOCATION, AND SIZE OF IMPROVEMENTS

Section 1 Setback Requirements. No building shall be erected on any Lot nearer to Anderson Mill Road or to the front, rear or side property lines than the building setback lines shown on the Plat. Any such building shall face toward the front line of the Lot, except that buildings to be constructed on corner Lots shall face in the direction designated by the Architecture Review Committee.

Section 2. Detached Buildings. Detached buildings, approved as provided in this Declaration, shall be of the same exterior material as the House on the Lot, of a size no greater than 12' x 12' and shall be placed no nearer to any Lot line than the distance determined by applicable building codes or the setback requirements set forth on the Plat. THE LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURE REVIEW COMMITTEE.

Section 3. Barriers and Obstructions. No wall, fence, or hedge shall be erected between the street and the front corner of the main body of a house on any Lot Subject to approval by the Architecture Review Committee wood fences with a maximum height of six (6) feet are required on the line facing the street and can be placed no closer to the street than the middle of the house on any Lot.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, any Approved Builder (so long as it owns a Lot), the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws. The Declarant or the Association shall have the right to impose Special Individual Assessments for infractions of such restrictions. In the event that the Declarant, any Approved Builder, any Owner, or the Association resorts to litigation to remedy a violation of the Declaration, such Owner, Declarant, Approved Builder, or the Association, as applicable, shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a Special Individual Assessment against the offending Owner's Lot. Failure by the Declarant, the Association, an Approved Builder, or any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Association, the Approved Builder, and any Owner shall have the right to request that law enforcement, public safety and animal control officers come into the Subdivision to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration shall prevail over any inconsistent provision contained in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners or Members so long as Declarant owns at least one (1) Lot in the Subdivision. After Class B Membership has ceased, this Declaration may be amended by a recordable instrument signed by Owners representing not less than sixty-seven (67%) percent of the Lots. Any amendment must be recorded with the Office of the Register of Deeds of Spartanburg County, South Carolina. As long as Declarant or any Approved Builder owns any Lot in the Subdivision, no amendment shall be effective without the written consent of Declarant and Approved Builder.

Section 5. Annexation. Additional Property may be annexed into the Subdivision and made subject to this Declaration by the Declarant by filing a supplemental declaration of record. Subject to the following sentence, such annexation must be approved by two-thirds (2/3) of each class of members. Notwithstanding the above, Additional Property may be annexed by the Declarant without the consent of the Class A Members within ten (10) years of the date of this instrument provided, however, that should Declarant elect to improve and develop all or part of the Additional Property, Declarant shall not have the right to impose covenants and restrictions which materially differ from those contained herein without the written approval of the Association.

Section 6. Notices. All notices, requests, demands, and other communications allowed, made, or required to be made pursuant to the terms of this Declaration shall be in writing and shall be deemed to be given or made when personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or the date that is three (3) days after the date of postmark of any notice when deposited with the United States Mail, addressed in any such event to the party to whom such communication is directed at such address as is set forth below or at such other as may hereafter be designated in writing by the respective

parties hereto:

If to Declarant:

Pleasant Falls LLC
2153 E. Main St C-14 PMB 317
Duncan SC 29334

If to Association or Architecture Review Committee:

Hinson Management
8499 Valley Falls Rd.
Boiling Springs, SC 29316

If to Owner (other than Declarant or Approved Builder):

At the address of Owner's Lot

If to an Approved Builder:

At the address provided by the Approved Builder to the Declarant or Association

ARTICLE XIII -MISCELLANEOUS

Section 1. Notice of Conveyance. The Owner of each Lot shall cause written notice to be delivered to the Association upon the conveyance of any Lot by the Owner, advising the Association of the conveyance.

Section 2. Covenants Running with the Land. Each Owner, by acceptance of a deed of conveyance for a Lot, accepts title to that Lot subject to all of the restrictions, conditions, covenants, reservations, liens, charges, jurisdiction, rights and powers created in and/or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all responsibilities and obligations hereby imposed, shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 3. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. There shall be no waiver of strict compliance with the provisions of this Declaration except expressly and in a writing signed by the waiving party.

Section 4. Time Limits. If any of the privileges, covenants, restrictions or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some

analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the expiration of ninety (90) years from the date of recordation of this Declaration.

Section 5. Headings. The heading to each Article and Section of this Declaration is inserted only as a matter of convenience for reference and in no way limits or describes the scope or intent of such Article or Section, or this Declaration in general.

Section 6. Disclosure of Construction Activities. All Owners, occupants and other persons who use the Property hereby are placed on notice that Declarant, Approved Builder and/or their respective contractors, subcontractors, licensees, and other designees may, from time to time, conduct blasting, excavation, construction, and other activities within the Property. By the acceptance of a deed, leasehold, license, or other interest to any portion of the Property or by using any portion of a Lot or the Property generally, such Owners, occupants and other persons acknowledge, stipulate, and agree: (i) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (iii) that Declarant, Approved Builder and their respective contractors, subcontractors, licensees, and other designees shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (iv) that any acquisition or use of any portion of the Property was and will be made with full knowledge of the foregoing; and (v) this acknowledgment and agreement is a material inducement to Declarant and Approved Builder to develop, construct, sell, convey, lease, and/or allow the use of the Property.

Section 7. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the Register of Deeds Office of Spartanburg County, South Carolina. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

So long as Declarant owns Property within the Subdivision, Declarant may, without the express written consent of any Owner, the Board, the Association or the Architecture Review Committee, include in any contract or deed hereafter executed covering all or any portion of the Subdivision, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Subdivision. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental authority. Title insurer or institutional lender without the express written consent of any Owner, the Association, the Board of Directors, or the Architecture Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CONSENT, JOINDER AND SUBORDINATION OF MORTGAGE

The undersigned, **First Piedmont Federal Savings and Loan Association**, the owner and holder of that certain Real Estate Mortgage given by Pleasant Falls LLC, dated September 14, 2021, which was filed for record on September 16, 2021, in the Spartanburg County Register of Deeds Office in Mortgage Book 6200 at Page 280 (the "Mortgage"), hereby evidences its Consent and Joinder in and to the attached Declaration of Covenants, Conditions and Restrictions for Pleasant Falls (the "Declaration"), and subordinates and makes inferior the terms of the Mortgage to the terms of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent, Joinder and Subordination of Mortgage this 18 day of APRIL, 2023.

WITNESSES:

First Piedmont Federal Savings and Loan Association

Jack R. Davis
1st Witness

By: Timothy S. Smith [SEAL]
Name: Timothy S. Smith
Title: SR. Vice President

Kandi S. Rains
2nd Witness

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg)

ACKNOWLEDGMENT

I, Kandi S. Rains, a Notary Public for the State of South Carolina, do hereby certify that Timothy S. Smith, as Senior Vice President of **First Piedmont Federal Savings and Loan Association**, personally appeared before me this 18th day of April, 2023, and acknowledged before me the due execution of the foregoing instrument.

Kandi S. Balmer [SEAL]
My commission expires: 4/17/2023

DEE-2023027638
Recorded 15 on 07/19/2023 04:10:05 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 142-S PG:472-486

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

**RECORDATION OF THE BYLAWS OF
PLEASANT FALLS HOMEOWNERS
ASSOCIATION, INC.**

1. The residential development known or to be known as "Pleasant Falls" located in Spartanburg County, South Carolina, was formed and established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Pleasant Falls given by Pleasant Falls LLC, a South Carolina limited liability company ("Declarant"), dated July 19, 2023, and recorded July 19, 2023, in the Spartanburg County ROD Office in Deed Book 142-S at Page 344 (as may be further modified, supplemented or amended, the "Declaration").

2. Pursuant to the Declaration, the Pleasant Falls Homeowners Association, Inc., was formed with the South Carolina Secretary of State on March 21, 2023 (the "Association").

3. Pursuant to the South Carolina Homeowners Association Act (S.C. Code of Laws Section 27-30-110, et seq.), Declarant, on behalf of the Association, hereby submits copies of the Bylaws of Pleasant Falls Homeowners' Association, Inc. (the "By-Laws"), for recordation in the Spartanburg County ROD Office.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXHIBIT A

[BYLAWS TO BE ATTACHED]

BYLAWS OF PLEASANT FALLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 NAME, MEMBERSHIP AND LOCATION

Section 1.1 Name. The name of the corporation is Pleasant Falls Homeowners Association, Inc. (the "Association").

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

Section 1.3 Purpose. The purpose for which the Association is organized is to further the interests of Owners of Lots in Pleasant Falls Subdivision located in Spartanburg County, South Carolina, and in connection therewith to provide services to such property Owners, manage and maintain the Common Areas, and administer and enforce all covenants and restrictions dealing with the Property and any other purposes allowed by law.

Section 1.4 Each and every record owner of a Lot (as defined in the Declaration of Covenants, Conditions and Restrictions for Pleasant Falls recorded in the Spartanburg County Register of Deeds Office in Deed Book _____ at Page _____, as the same may be amended or supplemented (collectively the "Declaration"), shall be a Member of the Association, excluding persons who hold such interest under a mortgage. Membership in the Association shall be confined to such Owners and shall be appurtenant to and inseparable from Lot ownership. Such Owner (which term shall include a co-Owner) of each Lot shall designate, in writing delivered to the Secretary, one Member from among such owner of such Lot, or a member of the immediate family of such Owner, and such Member shall represent the Owner of such Lot in connection with the activities of the Association and exercise the voting rights thereof. Such designation shall be valid until revoked, in writing delivered to the Secretary, or until such Owner sells his Lot, whichever event shall first occur.

Section 1.5. Suspension of Membership and Voting Rights. During any period in which an Owner of a Lot shall be in default of the payment of any annual or special Assessment levied by the Association, the voting rights of the Member designated by such Owner and the rights of such Owner, the members of their family or families, and the tenants who reside on such Owner's Lot to use and enjoy the Common Areas, may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the Common Areas as published from time to time by the Board of Directors. Such rules shall be kept in the Office of the Association as a matter of record, and copies thereof shall be furnished to any Lot Owner on request.

Section 1.6. Applicability. These By-Laws are binding on all Lot owners, their families, tenants and guests, and any other person residing in or occupying any Improvements on said Lot. Each and every person who accepts a deed to, a lease of, or who occupies any Improvement consents to be bound by the provisions of these By-Laws.

ARTICLE 2 DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the same meaning set forth in the Declaration.

ARTICLE 3 MEETINGS OF MEMBERS

Section 3.1 Annual Meeting. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one (1) year of the date of incorporation of the Association during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members may be held on the same day of the same month of each year thereafter, or on such other date and at such time as determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting may be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the receipt by the Secretary of a petition signed by the Members holding greater than fifty percent (50%) of the total vote of the Association. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

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

Section 3.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by hand delivery, U.S. mail, or by such other means as shall be permitted under South Carolina law, including but not limited to, overnight courier service, facsimile, and electronic mail (e-mail) transmission, internet form submission, or by any other technology or medium, now existing or hereinafter devised, provided in every such case the Association retains proof of transmission and receipt, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting.

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

Section 3.7 Voting Rights. The voting rights of the Association shall be as set forth in Article III of the Declaration and are appurtenant to the ownership of Lots.

Section 3.8 Quorum. The presence in person or by proxy at the meeting of Members holding greater than fifty percent (50%) of the total vote of the Association shall constitute a quorum for any action except as otherwise provided for special circumstances in the Articles of Incorporation, the Declaration, or these Bylaws. The Members present at a duly called meeting in which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing thirty percent (30%) of the total vote of the Association remain present in person or by proxy, and provided further than any action taken shall be approved by a majority of the Members required to constitute such quorum. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty percent (30%) of the total vote of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the designated time of each meeting. Every proxy shall be revocable by (i) appearing at the Meeting and voting in person, (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting, or (iii) conveyance by the Member of his Lot.

Section 3.10 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration, or these Bylaws, any act or decision approved by a vote of no less than a majority of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Association, except where a higher percentage vote is required by the Declaration, these By-Laws or the Nonprofit Corporation Act, and shall be binding for all purposes.

Section 3.11 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.12 Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if: (i) a consent or ratification in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by the South Carolina Code of Laws, 1976, as amended.

ARTICLE 4 BOARD OF DIRECTORS

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

Section 4.2 Initial Directors. The initial directors shall be selected by the Declarant and do not need to be members of the Association. Such initial directors shall serve for one (1) year terms at the election of the Declarant or until such time as the Class B membership terminates and their successors are duly elected and qualified.

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

Todd Sill
Brad Sill

Upon such time as the Class B membership terminates, there shall be not less than three (3), but not more than seven (7), Directors as determined from time to time, all of whom, and except as otherwise provided herein, shall be Owners of a Lot at all times during their term as Directors, by a majority of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A reduction in the size of the Board of Directors shall not shorten an incumbent Director's term. Each Director shall be at least twenty-five (25) years of age and any qualified Director may be re-elected. Each Director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

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

Section 4.4 Powers and Duties. The Board of Directors shall manage and direct the affairs of the Association and, subject to any restrictions imposed by law, by the Declaration, or these By-Laws, may exercise all the powers of the Association. The Board of Directors shall exercise such duties and responsibility as shall be incumbent upon it by law, the Declaration, or these By-Laws as it may deem necessary or appropriate in the exercise of its powers, including, without limitation, the collection of assessments and charges from the Owners of Lots, the establishment and amendment from time to time of reasonable regulations governing the use of the Common Area, and the employment and dismissal of personnel necessary for the maintenance and operation of the Common Area. Additionally, the Board of Directors may require that all employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Section 4.5 Election. Directors may be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxy may cast in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.6 Term of Office. The term of all successor Directors elected by the Members shall expire at the next-annual meeting of Members; provided, however, the Directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity or death.

Section 4.7 Removal of Directors or Vacancies. After the Class B Membership shall cease, any Director may be removed from the Board of Directors with or without cause, by a two-thirds (2/3) vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board of Directors. Until such time as the Class B Membership shall cease, Board members shall serve at the leisure of Declarant and can be removed with or without cause by Declarant.

Section 4.8 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4.9 Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors may set the salaries of all employees and agents of the Association if any.

ARTICLE 5 MEETINGS OF DIRECTORS

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

Section 5.2 Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 5.3 Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner, and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or by telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held. Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof. Before or at any meeting of

the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

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

Section 5.7 Liability of the Board of Directors. To the extent not expressly forbidden by South Carolina statutory law, the members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise in the performance of their duties except for their own individual willful misconduct or bad faith. Further, each Director shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a director of the Association at the times such expenses and liabilities are incurred, except in such cases where the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association except to the extent that they are Owner(s).

ARTICLE 6 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. In addition to the powers and duties set forth in Section 4.4 above, the Board of Directors shall have power to:

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

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

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

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

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

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

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

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

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

(j) to enforce the provisions of the Declaration and any additional or supplementary declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules, or regulations pursuant to the provisions of the Declaration; and

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

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

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

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

As more fully provided in the Declaration:

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

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

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

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

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

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

(g) Cause the Common Areas to be maintained.

ARTICLE 7 OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

The Treasurer shall be responsible for the funds of the Association, shall receive and deposit in

appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 7.9 Liability of Officers. To the extent not expressly forbidden by South Carolina statutory law, no officer shall be liable to any owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association, whether or not he is an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE 8 COMMITTEES

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

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

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

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

ARTICLE 9
BOOKS AND RECORDS

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

ARTICLE 10
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay Assessments to the Association, as defined in the Declaration. Any Assessments which are not paid when due shall be delinquent. Any Assessment not paid within thirty (30) days after the due date, as set forth in the Declaration, shall be subject to a \$25 late fee and shall bear interest from the due date at the rate of fifteen percent (15%) per annum and the Association may bring an action at Law or in equity against the Member personally obligated to pay the same or foreclose the lien against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorneys' fees for representation of the Association in such an action or foreclosure shall be added to the amount of such Assessment. The late charges, costs of collection, and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Subdivision (including but not limited to the Common Area(s)) or abandonment of his or her Lot nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments.

ARTICLE 11
CORPORATE SEAL

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

ARTICLE 12
AMENDMENTS

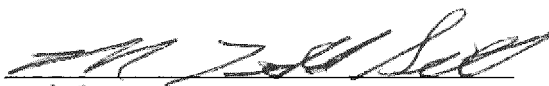
Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of at least seventy-five (75%) percent of the total vote of the Association at a duly held meeting of the Members at which a quorum is present in person or by proxy. Notwithstanding anything in this Section 12.1 to the contrary, the Class B Member may at their option amend these Bylaws without obtaining the consent or approval of any other person or entity.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 13
MISCELLANEOUS

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

IN WITNESS WHEREOF, the undersigned M. Todd Sill, the Secretary of the Association, executed the foregoing Bylaws this 19th day of July, 2023.


M. Todd Sill Secretary

DEE-2023038821
 Recorded 6 on 10/03/2023 01:40:43 PM
 Recording Fee: \$25.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
 ASHLEY B. WILLIAMS REGISTER OF DEEDS
 BK:DEE 143-R PG:942-947

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT FALLS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT FALLS (the "Amendment"), is made as of the 2ND day of OCTOBER, 2023, by **PLEASANT FALLS LLC**, a South Carolina limited liability company ("Declarant"), with the consent of **DRB GROUP SOUTH CAROLINA, LLC**, a South Carolina limited liability company ("DRB").

RECITALS

Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions for Pleasant Falls dated July 19, 2023, and recorded July 19, 2023, in the Spartanburg County Register of Deeds Office in Deed Book 142-S at Page 344 (the "Declaration"). Declarant, with the consent of DRB, desires to amend certain provisions of the Declaration as set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of this Amendment by the parties, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby agree as follows:

1. The above recitals are incorporated herein by this reference as if set forth completely. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Declaration.
2. The first sentence in Article IV, Section 3, of the Declaration is hereby deleted in its entirety and replaced with the following:

The Initiation Fee shall be assessed in the amount of \$500.00, and shall be paid to the Association contemporaneously with each transfer of ownership of any Lot to a party other than the Declarant or an Approved Builder.

3. The initial paragraph in Article IV, Section 4, of the Declaration is hereby deleted in its entirety and replaced with the following:
- The initial Annual Assessment shall be set by Declarant. Once the initial Annual Assessment has been set, the Annual Assessment shall be paid on a monthly basis unless changed by the Declarant or Association.

4. Article VII, Section I of the Declaration is hereby amended to add the following paragraph:

The Association shall maintain other property not owned by the Association, whether within or without the Property, including the yards of Owners, where the Board has determined that such maintenance would benefit the Property and the Owners. This yard and lawn maintenance right and obligation shall include, but not be limited to, regular grass cutting, flower beds, pruning of trees and shrubs, ground cover (excluding those items planted by an Owner which shall not be maintained by the Association), removal of grass clippings and dead plant materials, weed prevention, replace, maintain, chemically treat, fertilize and control placement of foliage, shrubs, grass, mulch or other vegetation of the yards of Owners. The Association shall have the right to remove any locks or other devices which prevent any maintenance right hereunder without liability to the Owner of a Lot. Owners may not alter, add to, or change the original landscaping without the consent of the Architectural Review Committee. Owners may plant seasonal flowers or other type foliage, but the Architectural Review Committee and Association shall retain the right to have those items removed in the Architectural Review Committee's or Association's sole discretion. The

costs and expenses of such maintenance shall be included in the Budget and paid by the Owners as part of the Assessments.

5. Except as modified herein, the terms and conditions of the Declaration shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

WITNESSES:

PLEASANT FALLS LLC, a South Carolina limited liability company

1st Witness

By: [Signature] [SEAL]

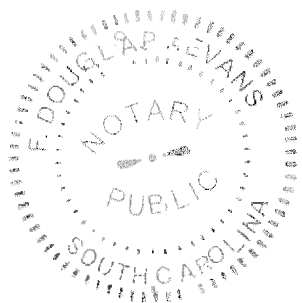
M. Todd Sill, Member

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, F. DOUGLAS P. EVANS, a Notary Public for the State of South Carolina, do hereby certify that M. Todd Sill, the Member of Pleasant Falls LLC, a South Carolina limited liability company, personally appeared before me this 2ND day of OCTOBER, 2023, and acknowledged before me the due execution of the foregoing instrument.



[Signature] [SEAL]
Notary Public for South Carolina

My commission expires: 04-06-2023

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONSENT, JOINDER AND SUBORDINATION OF MORTGAGE

The undersigned, **First Piedmont Federal Savings and Loan Association**, the owner and holder of that certain Real Estate Mortgage given by Pleasant Falls LLC, dated September 14, 2021, which was filed for record on September 16, 2021, in the Spartanburg County Register of Deeds Office in Mortgage Book 6200 at Page 280 (the "Mortgage"), hereby evidences its Consent and Joinder in and to the attached Amendment to Declaration of Covenants, Conditions and Restrictions for Pleasant Falls (the "Amendment"), and subordinates and makes inferior the terms of the Mortgage to the terms of this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent, Joinder and Subordination of Mortgage this 28 day of September, 2023.

WITNESSES:

First Piedmont Federal Savings and Loan Association

Victor R. Davis

1st Witness

By: Timothy S. Smith [SEAL]

Name: Timothy S. Smith

Title: Sr. Vice President

Landi J. Raines

2nd Witness

STATE OF SOUTH CAROLINA)

COUNTY OF Spartanburg)

ACKNOWLEDGMENT

I, Landi T. Raines, a Notary Public for the State of South Carolina, do hereby certify that Timothy S. Smith, as Sr. Vice President of **First Piedmont Federal Savings and Loan Association**, personally appeared before me this 28th day of September, 2023, and acknowledged before me the due execution of the foregoing instrument.

Landi J. Raines [SEAL]
My commission expires: 4/17/2030

