

(b) “Association“ shall mean and refer to Saratoga Oaks Homeowners Association, a South Carolina mutual benefit nonprofit corporation, its successors and assigns. A copy of the Articles of Incorporation for the Association are attached hereto as Exhibit B and made a part hereof by this reference.

(c) “By-Laws“ shall mean the by-laws of the Association attached hereto as Exhibit B and made a part hereof by this reference.

(d) “Common Areas“ shall also mean and collectively refer to the following areas within the Property which the Association will maintain: (a) signage (except any sign owned or maintained by Anderson County, the City of Williamston or other governmental authority); (b) walking trails, open space and common areas, including any wetlands, wetland buffers, storm water detention ponds, retention ponds, and community mail kiosk center located therein; (c) roads (including Saratoga Oak Street, Healing Springs Trail, and Creekside Circle, as identified on Exhibit A-1 until (if ever) dedication to and acceptance by the City of Williamston or other governmental authority); and (d) any other areas or improvements owned by the Association, or otherwise designated by Developer or the Association for common use by the Owners from time to time, including such areas as may be depicted on Exhibit A-1 attached hereto. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof. In the event that a Common Area is publicly dedicated or the maintenance of such area is otherwise assumed by a governmental authority then the Association will no longer be responsible for any maintenance or costs of such Common Area that are assumed by the governmental authority.

(e) “Design Guidelines“ shall mean the Design Guidelines for Saratoga Oaks residential community as stated on Exhibit C attached hereto. The Design Guidelines may be expanded and amended from time to time by the Developer and the Board of Directors as they deem reasonable or necessary in their sole discretion. Any changes or modifications to the Design Guidelines will be promulgated and made available to Lot Owners in the manner required by South Carolina law.

(f) “Developer” shall mean and refer to HQ Saratoga Oaks, LLC, a South Carolina limited liability company, its successors, and assigns. Developer shall have the right to assign its rights hereunder to any person or entity by written assignment recorded in the ROD Office for Anderson County. Developer is the Class “B” Member of the Association as defined and discussed in the By-Laws. Upon the conclusion or termination of the Class “B” Member of the Association, then the Board of the Association will have any and all approval rights assumed or granted to the Developer as stated herein.

(g) “Governing Documents” shall mean this Declaration together with the By-Laws and Articles of Incorporation for the Association, and the Design Guidelines (as amended and supplemented), and the Rules and Regulations (as amended and supplemented).

(h) “Governmental Authority“ shall mean and refer to any national, state, county, city, or other governmental authority that has jurisdiction over the Property.

(i) “Lot” or “Lots” shall mean and refer to the Lots currently existing or to be created by the subdivision of the Property into Lots (and also including the Lots depicted on Exhibit A-1 attached hereto, any new Lots created by the property line abandonment or property line adjustment of the property lines on such existing Lots), and also including any additional Lots made subject to the terms hereof.

(j) “Lot Owner” or “Owner” shall mean and refer to the record owner, whether one or more persons, firms, associations, partnerships, corporations or other legal entities, of the fee simple title to any Lot, and such term shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to either foreclosure proceedings or receipt of a deed to a Lot in lieu of foreclosure; nor shall the term “Lot Owner” or “Owner” mean or refer to any guest, lessee, or tenant of a Lot Owner and also any occupant of a Lot.

(k) “Member” shall mean and refer to all those Lot Owners who are Members of the Association as provided in Section 1 of Article III hereof.

(l) “Property” or “Properties” shall mean and refer to the real property described on Exhibit A and Exhibit A-1 attached hereto, which may be referred to as the walking trails,. The Developer has the ability to amend or supplement the Declaration so long as Developer owns a Lot subject to the terms of this Declaration for the purpose of making additional real property subject to the terms of this Declaration (with the consent of the owner of such real property) and also the withdrawal of real property subject to the terms of the Declaration (with the consent of the owner of such real property) from the terms hereof.

(m) “Resident” shall mean any natural person who occupies, resides or lives in a home constructed on a Lot under the terms of a lease or other agreement whether such natural person constitutes the Owner of such Lot or the guest of an Owner or Resident and shall include all tenants, agents, servants, employees, independent contractors, invitees and any other natural persons who occupy, reside or live in any Lot. All actions or admissions of any Resident are and shall be deemed the actions and admissions of the Owner of such Lot.

(n) “Rules and Regulations” shall mean the Rules and Regulation for Saratoga Oaks stated on Exhibit D attached hereto. The Rules and Regulations may be expanded and amended from time to time by the Developer or the Board of Directors. Any changes or modifications to the Design Guidelines will be promulgated and made available to Lot Owners in the manner required by South Carolina law.

ARTICLE II PROPERTY AND PROPERTY RIGHTS

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, to be known as Saratoga Oaks residential community and as more particularly described in Exhibit A and Exhibit A-1 attached hereto and by reference incorporated herein.

Section 2. Development of Property. Developer will develop the Property as a residential community containing 65 or more separate single family de-attached residential dwellings. The Property may be developed in multiple phases.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Lot Owner is a member of the Association. The Developer (so long as it holds title to at least one Lot); and also every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject by this Declaration shall be a member of the Association; provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. Voting rights of the Lot Owners and the Developer as members of the Association are set forth in the By-Laws, attached hereto as Exhibit B.

Section 3. Easements of Enjoyment. Subject to the provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Areas. Such easement shall (subject to the provisions hereof and the By-Laws) be appurtenant to and shall pass with the title of every Lot, and shall be deemed a perpetual, transmissible, commercial easement essential to the enjoyment of the title to each Lot.

Section 4. Title to Common Areas. Developer will convey legal title to the Commons Areas to the Association.

Section 5. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;

(b) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of easement and other rights of any Member for any period during which any assessments remain unpaid and for any period not to exceed thirty (30) days for any infraction of the Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(c) The right of the Developer and the Association to charge reasonable admission, guest and other fees for the use of a Common Area, as applicable, and/or the facilities therein;

(d) The right of the Developer and the Association to dedicate or transfer to any public or private utility or to any Governmental Authority, utility, cable, sewer or drainage easements on

any Common Area or part thereof; or to a private company if deemed necessary or appropriate by the Developer or the Association; and

(e) The right of the Developer and the Association to give or sell all or any part of the Common Area, including leasehold interests, to any public or private agency or authority, utility provider, or private entity or business.

ARTICLE IV
RESERVED EASEMENTS

Section 1. Ingress/Egress and Utilities. Developer hereby reserves an easement for ingress/egress and utilities across the Property for the subdivision, development and sale of the Lots.

Section 2. Drainage. Developer reserves for the benefit of the Property a right for drainage and use of any existing stormwater drainage facilities.

Section 3. Grant of Easements to Owners.

(a) Subject to the rights reserved by the Developer, Developer hereby grants to each Owner and Resident the non-exclusive right, privilege and easement of access to and the use and enjoyment of any Common Areas in common with Developer, its successors and assigns, and the other Owners and Residents. Subject to the terms and provisions hereof, the easement and rights granted pursuant to this section are and shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with title to each Lot. The easement and rights granted pursuant to this section may not be severed, transferred, assigned or otherwise alienated, separate or apart from a Lot;

(b) Developer does hereby establish and reserve for itself, its agents, employees, representatives, invitees, successors and assigns, the rights, privileges and easements of access to and the use and enjoyment of any and all Common Areas.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer hereby covenants, and each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration, including the following payment obligations to the Association: (1) general annual assessments (however, as noted below the Board may provide that the general assessments be paid monthly, quarterly or semi-monthly); (2) special assessments for the purposes set forth in Section 5 of this Article; and (3) specific assessments with respect to a specific Lot, or groups of Lots as set forth in Section 6 of this Article. The general assessments, specific assessments, and special assessments may be referred to herein collectively as the assessments. The assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on each Lot so assessed at the time a Lot is owned by a person or entity other than the Developer. Assessments, together with such interest

thereon and cost of collection therefor as hereinafter provided, shall also be the personal obligation of the person who was the Owner(s) of such Lot at the time when the assessment became due. In the event of multiple Owners of a Lot, then all of the Owners of the Lot shall be jointly and severally liable for the entire amount of the assessment.

Lots owned by persons or entities other than the Developer will be required to pay Assessments beginning on the date of acquisition of a Lot.

An Owner can not waive or otherwise avoid responsibility and liability for the payment of assessments because of nonuse of the Common Areas or abandonment of a Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the funding of the following for the benefit of the Common Areas and the Property:

(a) The landscaping and maintaining of the Common Areas, including any improvements thereon (e.g. roadways, sidewalks, stormwater management facilities, street signage owned by the Association, monument signage, walking paths, mailbox kiosk, open spaces, ponds, lakes, pond outfalls, and swails), together with the repair, replacement, and additions thereto, to provide for reserves for the replacement of improvements and other capital improvements to the Common Areas, and to perform the obligations of the Association as stated herein.

(b) The payment of real and personal property taxes for the Common Areas and any other taxes owed or due by the Association.

(c) To maintain the storm water detention system located in the Common Areas for the benefit of the Property.

(d) To fund recreational and other activities for the enjoyment and benefit of the Owners, and to fund other activities deemed reasonable and appropriate to maintain or enhance the value of the Lots within the Property.

(e) To pay for the administration of the Association, enforcement of the terms of this Declaration, Design Guidelines, and the Rules and Regulation, and such other matters as determined by the Board of Directors, including hiring a property management company, attorney, accountant, and other professionals for the performance of the obligations of the Association.

(f) To obtain and maintain property insurance and general liability insurance for the Common Areas and the Association, including directors' and officers' liability insurance, and also for such other insurance coverage deemed necessary and appropriate by the Association as further discussed in Article IX.

Section 3. Rate of Assessment; Annual Assessment. General annual assessments shall commence on the date selected by the Association and be paid in amount as calculated below and may be collected on a monthly, annual, semi-monthly, or quarterly basis. General assessments must be a uniform rate for the Lots.

The Board of Directors shall determine the amount of the general assessments for the calendar year based on the current maintenance costs, anticipated maintenance costs, and estimated future needs of the Association; however, the general assessments for a calendar year shall not be increased by more than fifteen (15%) percent over the assessments for the previous calendar year without a vote of two-thirds (2/3) of the Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Capital Fund Contribution. Upon the sale of a Lot by the Developer to a Lot Owner, or upon the resale of a Lot by any Lot Owner to a purchaser of the Lot (which purchaser is the successor Lot Owner of the Lot), then upon acquisition of ownership of the Lot, a capital contribution ("Capital Contribution") is due and payable to the Association in an amount equal to three (3) months of the monthly general assessments being assessed at the time of the sale of the Lot (or a prorated amount equal to 3 months of general assessments if general assessments are not assessed on a monthly basis). The Capital Contribution shall be collected at the time of closing of the sale of a Lot and delivered to the Association within ten (10) days thereafter. A Lot's Capital Contribution shall not be considered as advance payment of Assessments and shall be used by the Association for the purposes and expenses deemed necessary and appropriate by it. The Association by its Board of Directors has the ability to modify or adjust the amount to be paid as the Capital Contribution on an annual basis

In the event of the failure of the Association to receive the Capital Contribution upon acquisition of ownership of the Lot by the Lot Owner, then the Capital Contribution will be a Specific Assessment against the subject Lot and the Association may exercise its rights and remedies provided herein against the Lot in order to obtain payment of the Capital Contribution.

Notwithstanding the foregoing, any and all transfers by the Developer (including any successor or assignee Developer) to a successor Developer are exempt from the requirement for the payment of the Capital Contribution.

Section 5. Special Assessments. The Association shall have the power to levy Special Assessments against all of the Lots for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any Common Area, including the payment of any applicable deductible arising from such property insurance policy. Special assessments must be a uniform rate for the Lots and may be collected on a monthly, annual, semi-monthly, or quarterly basis as necessary to fund the purpose of the Special Assessments. The due dates for the payment of a special assessment shall be fixed in the resolution authorizing such special assessment.

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Section 6. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lot(s) within the Property for the purposes stated herein and to also to cover the costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of an Owner or occupant of the Lot, their agents, contractors, employees, licensees, invitees or guests, or for any service provided specifically to or for the benefit of a specific Lot or specific Lots within the

Property. In addition, any fines levied by the Association against a Lot shall constitute Specific Assessments and shall be due and payable within 30 days of the date of the notice by the Lot Owner of the assessment of the Specific Assessment.

As noted above, the required payment of a Capital Contribution upon the sale of a Lot by the purchaser and subsequent Owner of the Lot is a Specific Assessment against the Lot.

Section 7. Notice and Quorum. All notice and quorum requirements set forth herein shall be as set forth in the By-Laws attached hereto as Exhibit B and incorporated herein by this reference.

Section 8. Assessment Due Dates. The General Assessments shall become due and payable on the first day of each year (or the first date of the applicable payment period, if not yearly) and shall be delinquent and subject to collection and other action by the Association in the manner stated herein thereafter.

Section 9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period and shall, at that time, prepare a roster of the Lots included with the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner. Written notice of the General Assessment amount shall be sent to every Lot Owner subject thereto by the Association prior to the commencement of the general annual assessment period.

Section 10. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If General Assessments, Specific Assessments or Special Assessments are not paid when due as specified herein, then such assessments shall become delinquent and shall (together with interest thereon at the judgment rate and cost of collection as hereinafter provided) become a charge and continuing lien on the assessed Owner's Lot and all improvements thereon, against which each such assessment is made and shall pass as an obligation to the Owner's successors in title.

Any assessment not paid within fifteen (15) days of the due date shall be subject to a late fee of five (5%) percent of the amount of the assessment. Interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the due date and accruing until the date of collection will be assessed against any delinquent payment obligations including assessments and also any legal or other costs incurred by the Association in the collection of the assessments. In addition, if the assessment is not paid within thirty (30) days after the due date, the Association may bring an action against the delinquent Lot Owner, and also file a lien against the Lot in the amount of the delinquent assessments that includes interest, costs, and reasonable attorney's fees. The Association can also elect to foreclose its lien against the Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such

property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot Owner from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. Any portion of the Property, including any Lots, owned by the Developer (including any successor or assignee Developer), Hunter Quinn Homes, LLC, Models Homes (as defined below), the Association, or a Governmental Authority shall be exempted from the assessment charges and lien created herein.

Section 13. Estoppel Certificate. The Association (or its management company) shall, upon demand, and receipt of payment of a reasonable charge, furnish an estoppel certificate setting forth whether the assessments on a specified Lot have been paid and whether or not the Lot is in compliance with terms hereof and the Rules and Regulations.

ARTICLE VI RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property;

Section 1. Use Restrictions. Except as otherwise provided to the contrary in this Section, each Lot shall be used for residential purposes only. No trade or business may be carried on in or from any Lot; provided, however, that the use of any portion of a Lot as an office by a Resident shall not be considered a violation of this Declaration if such use does not create regular customer, client or employee traffic. The leasing or rental of a Lot for residential purposes shall not be considered a violation of this covenant.

Section 2. Plan Approval. Any improvements to a Lot or a home thereon must comply with the Design Guidelines, and further, no improvements of any nature whatsoever shall be done to any Lot or home thereon unless such improvements have been approved by Developer or the ACC.

Section 3. Underground Utilities. All utility lines, pipes, conduits and wiring for electrical gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground, to the extent possible.

Section 4. Landscaping. Landscaping improvements and modifications are permitted within the Saratoga Oaks residential community to the extent that they comply with the Design Guidelines and are approved by Developer or the ACC, which approval may be granted or denied in its sole and absolute discretion.

Section 5. Exterior Materials and Finishes. All houses built on the Lots after the recording date of this Declaration shall be constructed in accordance with Developer's pre-approved plan. All exterior building material finishes and exterior colors for any house must be approved by Developer. Metal flashing, valleys, vents and gutters installed on a house shall be painted to blend with the color of the exterior materials to which it is adhered or installed and the Owner shall be solely responsible for such additions to the home.

Section 6. Exterior Painting and Improvements.

(a) The exterior colors of all houses, including all painted surfaces for exterior doors, window shutters, cornices, eaves and gables, must be approved by Developer and the Association. No Owner or Resident may repaint any of the exterior portions of any house or any other improvements on a Lot using a color that is not consistent or substantially similar to the color of the house at the time of the repainting without the express prior written consent of Developer and the Association. An Owner is responsible for the regular power washing of its home.

(b) All plumbing and heating vents, stacks and other projections of any nature on the roof shall (i) be painted a similar color as the roof shingles used for such house and (ii) to the extent practicable, not be visible from any roadways. No projections of any type shall be placed or permitted to remain above the roof of any house.

Section 7. Exterior Lighting. All exterior lighting for any house, including, without limitation, free standing lighting, accent lighting and utility (*e.g.*, flood) lighting, must be approved by Developer and the Association as discussed in the Design Guidelines. The Owner or Resident of a Lot is responsible for maintaining and replacing all exterior lighting on the Lot.

Section 8. Parking. Parking is permitted only in the designated parking areas on a Lot. Parking within the Property in a manner which prevents or restricts vehicular or pedestrian access to a Lot is strictly prohibited. The parking of cars within any roadways, common areas, or other community area within the Property, which is not a designated parking area, is strictly prohibited.

In particular, the Association is specifically authorized to adopt rules that prohibit parking on streets, limit the time in which vehicles may be parked on the street, or require that vehicles be parked on a certain side of the street. By accepting a deed for the ownership of a Lot, each Owner accepts the right, authority, and ability of the Developer and the Association to impose rules and regulations on Owners, Residents and their guests in the use of the streets and roads with the Property (including Saratoga Oak Street, Creekside Circle, and Healing Springs Trail) serving and benefiting the Saratoga Oaks residential community, including following the dedication and acceptance of ownership by the City of Williamston or other governmental authority of the streets and roads.

Section 9. Fences.

(a) Only fences erected by the Developer or fences that are compliant with the Design Guidelines and have been approved by the Developer or ACC are permitted in the Saratoga Oaks residential community. Chain link fences are specifically prohibited.

(b) The Owner of Lot is solely responsible for maintaining in good condition and repair at all times any fence located on the Lot whether or not the fence was installed by the Developer or Builder or the fence was approved by the ACC for the construction on the Lot after the construction of the home by the Developer.

Section 10. Windows, Window Treatments and Doors.

(a) Reflective glass is not permitted on the exterior of any house. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes. Window treatments must comply with the Design Guidelines.

(b) Burglar bars or doors (including wrought iron doors) are not permitted. Except for one (1) single-glass (i.e., storm) door which, with Developer's approval, may be maintained on the front door of a house, no aluminum or metal doors with glass fronts shall be allowed on the front door of any house. All exterior doors on any house must be approved by Developer as to style, materials used, color, size and types of door hardware to be utilized. All doors, whether single-glass (i.e., storm) or otherwise, to each house shall be maintained by the Owner or Resident of such house.

Section 11. Mail Kiosk. Developer will provide a kiosk or a community mail center for the Lots which will be conveyed or dedicated to the Association and maintained by the Association in the manner required by the United States Postal Services.

Section 12. HVAC Equipment. HVAC equipment shall be screened and such screening shall be maintained by the Lot Owner. Window units are permitted for temporary use (not to exceed 8 weeks in any 12-month period) and only in the event that the HVAC equipment serving the home is being repaired or replaced; however, with the written consent of the Board and due to an extenuating circumstance (e.g. parts unavailable), then a window unit may be permitted for an additional time period.

Section 13. Satellite Dishes and Antennae. No radio antennae, radio receiver or other similar device or aerial, including citizen's band (i.e., "CB") radio and other short-wave radios antennae or aerials shall be attached to or installed on any Lot or house. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from or be received by any Lot which may interfere with any (1) emergency response system for the Property or (2) reception of radio or television signals within the Property or any other real property situated in close proximity to the Property. Small satellite dishes that are installed in accordance with the Design Guidelines are permitted. If this restriction violates any federal law or regulation, then the federal law or regulation shall prevail.

Section 14. Outdoor Furniture and Grills.

(a) Unless otherwise specifically approved by Developer or the ACC, any yard (exterior) furniture placed, kept, installed, maintained or located in or on any Lot shall, to the greatest extent practicable, be located so that the same will not be visible from any roadways within the Property or adjacent Lots. No interior furniture or furnishings (i.e., sofas, appliances, etc.) are allowed outside any house. Any yard (exterior) furniture which Developer has authorized on a Lot must be maintained in good conditions and repair at all times by the Owner or Resident of such Lot or house.

(b) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located at the rear of a Lot.

Section 15. Pets and Animals. A reasonable number of cats, dogs, and other domestic animals may be kept at a Lot provided that the animals are kept primarily within the house on the Lot. An animal shall not be allowed to make an unreasonable amount of noise or become a nuisance. No person owning or having custody of a permitted animal may allow the animal to stray or go upon another Owner's Lot. Animals are not permitted in the Property without a leash except within a fenced area on the Lot. An animal shall not be allowed to interfere with, intimidate, threaten or have a reasonable likelihood of interfering with, intimidating or threatening any Owner, Resident, other person within the Property; or otherwise, limit or prevent the peaceful and quiet enjoyment of the Property. Owners, Residents, and Guests must abide by all federal, state, and local laws, rules, and regulations regarding domestic and feral animals. No animals shall be kept on a Lot for any commercial purpose, including boarding or breeding.

An Owner or Resident is responsible for the prompt removal and proper disposal of any excrement left by its animal within the Property. Also an Owner is liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner, including any tenant, guest, invitee, licensee, or family member of the Owner.

Section 16. Trash, Rubbish and Nuisances. No trash, garbage, rubbish or debris of any kinds shall be dumped, placed or permitted to accumulate upon any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within the Property or any other real property in close proximity to the Property. Noxious or offensive activities shall not be carried on in or from any Lot or in any part of the Common Areas, and each Owner and Resident shall refrain from any act or use which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Any Owner who dumps, places or allows trash or debris to accumulate on such Owner's Lot or on any other portion of the Property shall be liable to Association for all costs incurred by the Association to remove the same as a specific assessment.

Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot.

Section 17. Recreational Vehicles, Machinery, and Equipment.

(a) Mobile homes, recreational vehicles (aka RVs), motor homes, travel trailers, trailers of any kinds, campers, vans, golf carts, motorized carts (whether electric, battery, solar or powered by any other means), all-terrain vehicles, tractors, tools, construction machinery and equipment of any type of nature, and machinery, lawnmowers, or equipment are **not** permitted, stored or allowed to remain on a Lot unless kept out of sight except when in use.

(b) Bicycles, boats and any other type of watercraft, including boat trailers, must be kept out of sight except when in use for active loading and unloading purposes, and when not in use, must be kept out of sight.

(c) No Owner or Resident shall repair or restore any vehicle, machinery or equipment of any kind upon or within any parking area or within any portion of Lot, except for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Lot. Inoperable vehicles shall not be parked on a Lot or on the streets (within the Property including Saratoga Oak Street, Healing Springs Trail, and Creekside Circle) within Saratoga Oaks residential community.

Section 18. Signage and Flags. Signs and flags are permitted within the Saratoga Oaks residential community to the extent that they comply with the Design Guidelines.

Section 19. Temporary Structures. Temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, treehouse or other outbuilding or structure of any kind, are not permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing are permitted: (a) temporary structures, such as tents and jump castles that are located on a Lot for no longer than 48 hours; and (b) construction trailers and/or sales offices of Developer.

Section 20. Construction of Improvements.

(a) During the construction of any improvements on a Lot, (i) such Lot shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any roadways within or adjacent to the Property, and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside of the Property at least weekly. No used construction materials shall be buried on or beneath any lot or on any other portion of the Property or any of the Common Areas. No Owner or Resident shall allow dirt, mud, gravel or other substances to collect or remain on any roadways within or adjacent to the Property. Each Owner or Resident and each Owner's contractor, subcontractors, laborers and suppliers shall cause all dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of improvements on a Lot prior to such vehicles traveling on any roadways within or adjacent to the Property;

(b) Upon completion of construction of any improvements on a Lot, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot; and

(c) Any improvements constructed on a Lot must comply with all applicable laws, ordinances, rules, regulations and zoning and building code requirements of the applicable Governmental Authorities.

Section 21. Soil Erosion and Drainage. Each Owner or Resident shall provide and maintain on his or her Lot adequate soil erosion measures and drainage facilities to accommodate any storm water runoff resulting from any improvements being or having been constructed on the

Lot. Each Owner shall also insure that his or her Lot and any improvements thereto are at all times in strict compliance with: (a) all soil erosion protection requirements of all applicable Governmental Authorities; (b) all storm water drainage and runoff requirements and regulations of all applicable governmental authorities; and (c) all other statutes, ordinances, codes, laws, permits, legislation, rules, regulations, requirements and rulings on any Governmental Authorities. Each Owner or Resident, by acceptance of a deed or Agreement to his or her Lot, shall and does hereby indemnify, defend and agree to hold Developer, and their agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, and any other amounts suffered, paid or incurred by Developer and its agents, employees, officers, directors, shareholders and members, managers and representatives in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any such person may be made a party by reason of the breach by such invitees) of any of the terms and provisions hereof.

Section 22. Compliance with governmental regulations. Each Owner and Resident shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

Section 23. Property Development and Use Rules. In addition to the restrictions set forth in this Declaration including the Design Guidelines attached hereto as Exhibit C and the Rules and Regulations stated on Exhibit D attached hereto, which are incorporated herein by this reference and bidding upon the Property, Developer and the Board of Director shall have the right, in their sole discretion, from time to time and at any time to adopt, modify and amend the Design Guidelines and the Rules and Regulations as Developer determines to be in the best interests of all Owners and Residents, which Design Guidelines and Rules and Regulations, as amended and modified, shall be binding on all Owners and Residents.

Section 24. Variances. Developer, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of this Declaration and this Section with respect to any Lot including with respect to the Design Guidelines. Any variance request submitted to Developer shall be in writing and, upon approval of the same by Developer, shall be evidenced by a written variance executed by Developer.

Section 25. Enforcement and Remedies. In the event any of the provisions of this Article are breached or are not otherwise being complied with in all aspects by any Owners or Resident or any of their respective guests within five (5) days following written notice of such breach or noncompliance, then Developer shall have the right, at its option, to (a) enjoin such violation or noncompliance and/or (b) through its designated agents, employees, representatives and independent contractors, enter upon such Lot and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by Developer in enforcing any of the provisions of this Declaration, including, without limitation, attorneys' fees and expenses, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by Developer in connection therewith. In addition, the Association may assess a fine for payment by such Owner or Resident who has violated or breached any of the provisions of this Declaration, which fine will constitute an

specific assessment to such Owner or Resident. Notwithstanding anything provided herein to the contrary, the rights and remedies of Developer and the Association set forth herein shall not be deemed exclusive of any other rights and remedies which Developer and the Association may exercise at law or in equity or any of the enforcement rights specified in this Declaration.

Section 26. Assignment of Approval Rights. Upon the sale of all of the Lots made subject to this Declaration, Developer will be deemed to have automatically assigned to the Association and the ACC the approval rights reserved by the Developer as stated herein. Notwithstanding the preceding, the Developer may at any time assign its approval rights provided herein to the Association and ACC by a written assignment of such rights.

Section 27. Review and Approval of Plans for Improvements and Landscape Plans. No landscaping, grading, filling, building, fence, wall, sidewalk, improvement, or other structure shall be commenced, erected or maintained on any Lot, nor shall hurricane protection shutters or devices, exterior painting or any addition to or alteration to a home be made until the plans and specifications showing the grading, filling, nature, kind, shape, height, color, materials, size, and location of the same shall have been submitted to the ACC together the applicable review fee due and payment by the ACC; and such plans have been approved, in writing, by the ACC as to all such elements thereto. Neither Developer nor any member of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the Developer or ACC, nor for any structural defects in any work done according to such plans and specifications approved by the Developer or ACC. Further, neither Developer nor any member of the ACC shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner of a Lot affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ACC for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the ACC, to recover for any such damage. The decision of the Developer or ACC shall be final and binding in all respects. If approved, any construction plans must be completed in a continuous and diligent matter in order to ensure prompt completion of the project in accordance with the approved plans and specifications.

Section 28. Home and Lot Maintenance.

(a) Each home shall be maintained as it is currently built or to be built and situated on such Lot by the Developer or Builder. No sunrooms, enclosed porches, pet runs, patio, or patio enclosure or other additions to the home located upon the Lot shall be made unless approved in writing by the ACC. All such additions must fit within the Lot and not encroach upon any adjoining Lots or in any Common Areas.

(b) In the event a Lot Owner fails to maintain its dwelling and such failure potentially or actually negatively impacts the value of adjoining properties or the Saratoga Oaks residential community, then the Association shall have a right to enter upon a Lot in order to make repairs and thereafter place a lien upon the Lot for the cost of repairs and maintenance as well as any attorney's fees and the cost of enforcement. Prior to the Association entering a Lot to make

repairs to a dwelling, the Board of Directors shall provide for at least ten (10) days prior notice and a hearing with the Board in order to resolve such issues with the Lot Owner prior to the Association making repairs and assessing a lien.

(c) There is hereby reserved for each home an easement for portions of the building and the eaves to encroach not more than three (3') feet upon any adjoining Lot or common area, together with an easement across any adjoining Lot and common areas as may be reasonably necessary for repairs and maintenance to the improvements on a Lot. If the Owner fails to maintain the improvements on his Lot, then Association shall have an easement to enter the Lot to make such repairs.

Section 29. Failure to Complete of Construction. The ACC shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any construction activities or reconstruction activities not completed within customary building time.

Section 30. Garbage Receptacles. All garbage and waste receptacles shall be in such areas as are designated by the Developer or the ACC. No Lot Owner shall be permitted to place any waste in any common receptacle located within a Common Area other than the waste for which the waste receptable was designed (e.g. pet waste).

ARTICLE VII MAINTENANCE OF LOT

Each Lot Owner is solely responsible for maintaining in good condition its Lot including all lawn areas, landscaping, structures, and other improvements on the Lot in the manner stated herein and also including the Design Guidelines and the Rules and Regulations.

ARTICLE VIII MODEL HOMES, SALES OFFICE AND MANAGEMENT

So long a Developer or Builder owns any portion of the Property, then the Developer or Builder, respectively, shall have the right to maintain model homes for sales purposes notwithstanding any restrictions contained herein and shall also have the right to maintain a sales office on a Lot.

ARTICLE IX INSURANCE

Section 1. Association Insurance. The Association shall keep the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, obtain general liability insurance against such casualties as deemed reasonable and appropriate by the Association, and obtain directors' and officers' liability insurance. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. The Association may obtain such additional insurance coverage as it deems reasonable and appropriate. The insurance coverage with respect to the Common Areas shall be written in the name of and for the benefit of the Association

and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association is common expenses and included in the assessments charged by the Association.

Section 2. Lot Owner Insurance. By virtue of taking title to a Lot, each Lot Owner covenants and agrees with all other Lots Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Further each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his or her Lot, the Lot Owner shall proceed promptly to repair or to reconstruct the damaged improvement, structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with the terms hereof. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Lot Owner shall pay any costs which are not covered by insurance proceeds.

Upon request by the Association, a Lot Owner shall provide to the Association within 30 days following the request evidence that the Lot is insured for its full replacement cost in accordance with the terms hereof. If the Owner fails to deliver evidence of its insurance policy, then the Association shall have the option (but not the requirement) of obtaining property insurance for the Lot and the improvements thereon, and the Owner will be responsible for the cost that insurance policy as a specific assessment.

ARTICLE X
RESERVED

ARTICLE XI
GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when personally delivered and/or mailed, postpaid, to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing. Notice to one of two or more Lot Owners of a Lot shall constitute notice to all such Lot Owners. It shall be the obligation of every Member to immediately notify the Association in writing of any change of address.

Section 2. Enforcement. Enforcement of this Declaration may be made by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction either to restrain violation or to recover damages, and against the Owner's Lot to enforce any lien created by this Declaration; and failure by the Association or any Lot Owner or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In the event the Association is required to engage an attorney, whether or not suit is brought to enforce any covenant, it shall be entitled to recover all costs and expenses including reasonable attorney's fees.

Section 3. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions which are hereby declared to be severable and which remain in full force and effect.

Section 4. Amendment. So long as Developer owns a Lot subject to the terms of this Declaration and such amendment does not substantially impair the rights of the Members, then Developer shall have the right to amend unilaterally this Declaration for any purpose. In addition, Developer shall have the right to amend unilaterally the terms of this Declaration at any time so to comply with the requirements of any governmental agency.

In addition, this Declaration may be amended at any time by an instrument signed by the President and Secretary of the Association based upon a vote held at any annual or special meeting of the Association at which the amendment was approved in person or by proxy by not less than sixty percent (60%) of the voting Members of the Association together with the approval of the Declarant so long as Declarant owns any Lots subject to the terms of the Declaration. Any amendment must be in writing and recorded with Anderson County ROD.

Section 5. Matters of Record. The Property is subject to all matters stated herein and all matters of record, including, but not limited to the Easement recorded in Book 2205, at page 352, Easement recorded in Book 17821 at page 88, Easement recorded in Book 7-S, Page 108, General Permit recorded in Book 6-F, Page 619, Right of way recorded in Book 6-N, at pages 291-292, Development Agreement for Saratoga Oaks recorded in Book 166732, Page 00180 on March 22, 2023, matters shown on recorded Plat in Plat Book S1955 at Page 6, and matters shown on the plats referenced on Exhibit A and Exhibit A-1.

Section 6. Supplement. Until December 31, 2045, Developer shall have the right to supplement unilaterally this Declaration for the purpose of making additional land subject to the terms hereof. A Supplemental Declaration annexing additional property to the terms of this Declaration need only be executed by the Developer and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Section 7. Term. The covenants and restrictions of this Declaration shall run with and bind the Property described herein for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated by the written consent of 100% of the Lot Owners.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

EXHIBIT A
Legal Description

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Anderson, and in the Town of Williamston being shown and designated as Lot A, containing 27.619 acres, more or less, as shown on survey prepared by Atlas Surveying, Inc., for Hunter Quinn Homes, LLC, dated December 2, 2022 and recorded January 13, 2023 in the Register of Deeds Office for Anderson County, South Carolina in Plat Book Slide 2992 at Page 00009. Said tract having such size, shape, dimensions, buttings and boundings, more or less, as will be shown on said plat, reference being shown thereto as will more fully appear of record.

TMS No. 245-00-08-011

As further described on Exhibit A-1 attached hereto

EXHIBIT A-1
Description of Property
Subdivision Plat

ALL THOSE CERTAIN lots, pieces, and parcels of land in Anderson County, South Carolina, identified as Lots 1 through 65, Saratoga Oak Street (50' R/W), Healing Springs Trail (50' R/W), and Creekside Circle (50' R/W), Common Open Space 7.342 Ac., Common Open Space 0.414 Ac., Common Open Space 0.665 Ac., and Common Open Space 3.513 Ac., on a plat entitled **“Final Subdivision Plat Prepared for Hunter Quinn Homes – Saratoga Oaks Subdivision, City of Williamston, Anderson County, South Carolina”** by Barry O. Bartholow, P.L.S. 12231 of Atlas Surveying, Inc. dated September 2, 2025 Sheets 1 through 3, and recorded in the Office of the Register of Deeds for Anderson County in Book S3294 Page 00002, Instrument Number 250022857 on September 3, 2025.

See attached for the Addresses for the Lots

Lot	Address
1	101 Saratgoa Oaks St
2	251 Creekside Circle
3	253 Creekside Circle
4	255 Creekside Circle
5	257 Creekside Circle
6	259 Creekside Circle
7	261 Creekside Circle
8	263 Creekside Circle
9	271 Creekside Circle
10	273 Creekside Circle
11	275 Creekside Circle
12	277 Creekside Circle
13	279 Creekside Circle
14	281 Creekside Circle
15	283 Creekside Circle
16	285 Creekside Circle
17	287 Creekside Circle
18	286 Creekside Circle
19	284 Creekside Circle
20	282 Creekside Circle
21	280 Creekside Circle
22	278 Creekside Circle
23	276 Creekside Circle
24	274 Creekside Circle
25	266 Creekside Circle
26	264 Creekside Circle
27	262 Creekside Circle
28	260 Creekside Circle
29	259 Creekside Circle
30	232 Creekside Circle
31	230 Creekside Circle
32	228 Creekside Circle
33	226 Creekside Circle
34	224 Creekside Circle
35	222 Creekside Circle
43	312 Healing Springs Trail
44	310 Healing Springs Trail
45	308 Healing Springs Trail
46	306 Healing Springs Trail
47	201 Creekside Circle
48	203 Creekside Circle
49	205 Creekside Circle
50	207 Creekside Circle

Lot	Address
51	209 Creekside Circle
52	211 Creekside Circle
53	213 Creekside Circle
54	221 Creekside Circle
55	223 Creekside Circle
56	225 Creekside Circle
57	227 Creekside Circle
58	229 Creekside Circle
59	231 Creekside Circle
60	233 Creekside Circle
61	235 Creekside Circle
62	237 Creekside Circle
63	239 Creekside Circle
64	241 Creekside Circle
65	100 Saratoga Oak Street

EXHIBIT B

ARTICLES OF INCORPORATION AND BY-LAWS FOR ASSOCIATION

(attached)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

250024703 09/22/2025 Bk: 18267 Pg: 135
Filing ID: 250814-0928377

Filing Date: 08/13/2025

Aug 14 2025
REFERENCE ID: 1972451

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Saratoga Oaks Homeowners Association

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
852 Lowcountry Blvd, STE 100A

(Street Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

Hunter Quinn Homes, LLC

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. The nonprofit corporation is a public benefit corporation.
b. The nonprofit corporation is a religious corporation.
c. The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. This corporation will have members.
b. This corporation will not have members.

5. The principal office of the nonprofit corporation is
852 Lowcountry Blvd., STE 100A

(Street Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

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ORIGINAL ON FILE IN THIS OFFICE

Aug 14 2025

REFERENCE ID: 1972451

Saratoga Oaks Homeowners Association

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Name of Corporation

Corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. If you are going to apply for 501(c)(3) status, you must complete section "a".

a.

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b.

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (a) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

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Aug 14 2025
REFERENCE ID: 1972451



Saratoga Oaks Homeowners Association

Name of Corporation

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

William Herring

(Name)

852 Lowcountry Blvd., STE 100A

(Business Address)

Mount Pleasant, South Carolina 29464

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

William Herring

(Name – only if names in articles)

Signed as Filer: Reid Perrett: (Electronically Signed)

(Signature of Director)

Chris Wallace

(Name – only if names in articles)

Signed as Filer: Reid Perrett: (Electronically Signed)

(Signature of Director)

Chris Koepper

(Name – only if names in articles)

Signed as Filer: Reid Perrett: (Electronically Signed)

(Signature of Director)

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REFERENCE ID: 1972451

Saratoga Oaks Homeowners Association

Name of Corporation


SECRETARY OF STATE OF SOUTH CAROLINA

11. Each incorporator listed in #9 must sign the articles

Signed as Filer: Reid Perrett: (Electronically Signed)

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS ~~Business~~ Name:

Saratoga Oaks Homeowners Association

Aug 14 2025

REFERENCE ID: 1972451

 Signature Page Secretary of State Filing completed, scanned and attached to any business filing. The foregoing is true.

- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

William Herring 8/13/2025
Name Date

[Signature] Director Incorporator
Signature Title / Position

CHRIS BLAUCE 8/13/2025
Name Date

[Signature] Director
Signature Title / Position

Chris Koeppe 8/13 /2025
Name Date

[Signature] Dir Incorporator
Signature Title / Position

Name Date

Signature Title / Position

Name Date

Signature Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

**BY-LAWS
OF
SARATOGA OAKS HOMEOWNERS ASSOCIATION**

ARTICLE I
MEMBERS

Section 1. Membership in the Association. The Members of Saratoga Oaks Homeowners Association (the "Association") are the owners of the Property (or portion thereof) subject to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Oaks as the same may be amended from time to time, hereinafter referred to as the "Declaration", having been made by HQ Saratoga Oaks, LLC, a South Carolina limited liability company (hereinafter referred to as the "Developer") and have adopted these By-Laws of the Association.

The Board of Directors of the Association may, after notice and hearing as provided in the Rules and Regulations, suspend any person from membership in the Association during any period of time when such person is in default of any of his obligations under the By-Laws (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such member.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned by either Developer or a Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

- (a) when Developer ceases to own any portion of the Property; or
- (b) resignation by the Developer of its Class B membership in the Association; or
- (b) on January 1, 2050.

When any Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, partners or in any other manner of joint or common ownership, then the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

Section 3. Voting Rights in the Association. The Members of the Association shall have the right to vote upon such matters with respect to which a vote of members is required under the Declaration or the By-Laws.

ARTICLE II
MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members shall be held on such date as set by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members may be called by the President, the Board of Directors, or subsequent to the first annual meeting, Class A members of the Association representing not less than five percent (5%) of the Class A voting power. The request for the special meeting shall be signed, dated and delivered to a corporate officer and shall describe the purpose for which the meeting is to be held.

Section 3. Place of Meeting. The Board of Directors may designate any location within Anderson County, South Carolina as the place for any annual meeting or special meeting called by the Board of Directors, and the President may designate any location as the place for any special meeting called by him.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each member of the Association at his address as shown on the records of the Association. A member may, in writing, signed by him, waive notice of any meeting before or after the date of the meeting stated herein.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by those Members representing eighty percent (80%) of the voting power of each class of membership, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be the presence at the meeting of Members or proxies entitled to cast twenty percent (20%) of the total vote of each class of membership.

Section 7. Conduct of Meetings. The directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulation shall be binding upon the Association and its members.

Section 8. Ballots. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be

introduced for vote of the members and a ballot on which each Member may vote for or against the motion. Each ballot which is represented at such meetings shall be counted in calculating the quorum requirements set out in Section 6 of this Article II. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE III DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its directors. The directors need not be members of the Association.

Section 2. Number and Tenure. So long as the Developer is the Class B member, then the Association will have three (3) members of the Board of Directors and the Developer is entitled to appoint all of the members of the Board of Directors.

At the first annual meeting of the Association after the termination of the Class B membership, Association will have five (5) members on the Board of Directors. The Members will elect three (3) directors for a term of two (2) years and two (2) directors for a term of one (1) year. At each annual meeting thereafter, the Members shall elect director(s) for a term of two (2) years. The Association will not have term limits for Directors. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director(s) whose position he was elected to fill. Election of directors may be conducted by ballot if the Board of Directors so determine.

Section 3. Annual Meeting. Annual meetings of the Board of Directors shall be held annually immediately following the annual meeting of the Members or at such other time as agreed upon by a majority of the Directors. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors by giving notice thereof as provided in Section 5 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least five (5) days previous to such meeting by written notice delivered personally or sent by mail to each director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States Mail in a properly addressed sealed envelope. Any director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting

is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these By-Laws, or the Declaration.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any director may be reimbursed for his actual expenses incurred in the performance of his duties as director, but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore.

Section 9. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of directors may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be filed with the Secretary of the Association as part of the corporate records.

Section 10. Removal of Directors. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The vacancy thus created by such a removal shall be filled as provided in Section 2 of this Article III.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish Rules and Regulations governing the use of the Common Areas, and the personal conduct of the Members and their employees, clients, visitors, tenants, and invitees thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and the rights to use of the common areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Prior to any suspension or assessment and fine, the Member will be entitled to a hearing procedure to be adopted by the Board which provides: (i) not less than fifteen (15) days prior written notice of the expulsion, suspension, or termination and the reasons therefore; (ii) an opportunity for the Member to be heard, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension, or termination by a person or persons authorized to decide that the proposed expulsion, termination, or suspension not take place; (iii) such lesser notice or greater notice depending on the nature of the infraction so long as such notice and hearing process is fair and reasonable, taking into consideration all of the relevant facts and

circumstances; (iv) written notice must be given by first class or certified mail sent to the last address of the Member shown on the corporation's records; (v) any proceeding challenging an expulsion, suspension, or termination, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the expulsion, suspension, or termination; and (vi) that any Member who has been expelled or suspended shall remain liable to the Association for dues, assessments, or fees as a result of obligations incurred or commitments made before expulsion or suspension or arising thereafter so long as the Member is a Lot Owner at Common Areas. Such voting rights or rights to use common areas may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

(d) Employ a manager, an independent contractor, an accountant, attorney, or such other employees as they deem necessary, and to prescribe their duties.

(e) Exercise for the Association all powers, duties and authority as set forth in the South Carolina Non-Profit Corporation Act of 1994.

(f) Publish a notice and hearing process to be used before a Member can be fined or suspended.

(g) Manage and operate the Association in accordance with the South Carolina Homeowners Association Act, SC Code Section 27-30-110 et.

Section 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 a one-fourth (1/4) vote of the Members who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

(1) fix the amounts of all assessments;

(2) fix the amounts of penalties or fines;

(3) send written notices to Lot Owners in accordance with the terms thereof or as stated in the Declaration;

(4) file a lien against any Lot for which assessments or other payment obligations are not paid by the due date; and foreclose the lien against such Lot;

(5) manage, operate and maintain the stormwater management system serving the Property in accordance with the rules and regulations of the Governmental Authorities; and

(6) bring an action at law or in equity against an Owner in violation of the terms and conditions of this Declaration or the Rules and Regulations.

(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 insurance in the name of the Association as stated in Article IX of the Declaration.

(f) Manage the performance by the Association of its obligations as stated in the Declaration regarding the Common Areas, Maintenance Areas, and other responsibilities stated in the Declaration.

(g) Cause all officers, agents, or employees having fiscal responsibilities or control of the funds of the Association to be bonded, as it may deem appropriate.

The Board of Directors is specifically authorized and entitled to retain a management company to perform the duties of the Association on behalf of the Board of Directors but under the supervision and control of the Board of Directors, as it may deem appropriate.

ARTICLE V MERGERS / CONSOLIDATION

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other non-profit associations organized for the same purpose, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3) of the Members at a meeting duly called for such purpose.

Upon merger or consolidation of the Association with another association or associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving Association pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall affect any revocation, change or addition to the Declaration, including without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interest of members of the Association.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, and Secretary-Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. The officers must be directors of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, and removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. 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 the 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.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of one (1) or more directors, which committees, to the extent provided in the resolution shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters:

(a) the dissolution, merger or consolidation of the Association; the amendment of the Articles of Incorporation of the corporation; or the sale, lease or exchange of all or substantially all of the property of the Association;

(b) the designation of any such committee or the filling of the vacancies in the Board of Directors or in any such committee;

(c) the amendment or repeal of these By-Laws or the adoption of new By-Laws;
and

(d) the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of directors present at a meeting of which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII BOOKS AND RECORDS OF THE ASSOCIATION

The books, records and paper of the Association shall at all times be subject to the inspection by any member during reasonable business hours. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection and purchase by any member at the principal office of the Association. The Association may make a reasonable charge for copies of documents made for members. In addition, the books and records of the Association will be available to the Members in the manner required by South Carolina Homeowners Association Act, SC Code Section 27-30-110 et.

ARTICLE IX PROXIES

Section 1. Each Member entitled to vote may vote in person or by proxy at all meetings of the Association.

Section 2. All proxies shall be executed in writing by the member or by his duly authorized attorney-in-fact and filed with the secretary-treasurer; provided, however, that proxies shall not be required for any action which is subject to a referendum in accordance with the Declaration. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date and no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy shall automatically cease upon sale by the Member of his Lot.

ARTICLE XI CONSTRUCTION

In the event of a conflict between the Declaration and the Articles of Incorporation or the By-laws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and the By-Laws that the Declaration does not resolve, the Articles of Incorporation shall control. The Corporation, Directors, and Officers shall have all powers as set forth in the South Carolina Nonprofit Corporation of Act of 1994 (the "Act"). In the event of a conflict, the By-

Laws shall prevail if such conflict is permitted by terms of the Act. If there is a conflict in the By-Laws which are not permitted by the Act, then the terms of the Act shall prevail.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, and with special provisions and reservations on payment of assessments by the Developer, each Member is obligated to pay to the Association general and other charges or assessments which are secured by a continuing lien upon the property against which the assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of a Lot.

ARTICLE XIII
OPERATIONS

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, hereunder may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This Article shall govern the use of technology in dealing with notices, payments, signatures, votes, consents or approvals.

Electronic Means. To the extent permitted by law, the Association and its Members may perform any obligation or exercise any right by use of any technological means that provides sufficient security, reliability, identification and verifiability. Acceptable technological means shall include, without limitation, electronic communication over the internet, or a community or other network, whether by direct connection, intranet, telecopier or e-mail.

Signature Requirements. A digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature hereunder.

Electronic Funds Transfer. To the extent acceptable and permitted by law, the payment of all funds between the Members and the Association may be made by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

Voting Rights. Voting and approval of any matter hereunder may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.

Non-Technology Alternatives. If a Member does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the

Association without use of such electronic or other means until such means has become generally (if not universally) accepted in similar communities in the area.

ARTICLE XIV
AMENDMENT

So long as Developer owns a Lot subject to the terms of the Declaration and such amendment does not substantially impair the rights of the Lot Owners, then Developer shall have the right to amend unilaterally the By-laws for any purpose. In addition, the Developer shall have the right to amend unilaterally the By-laws in order to comply with the requirements of any governmental agency or Governmental Authority as long as Developer owns a Lot subject to the terms of the By-Laws.

Exhibit C**DESIGN GUIDELINES**

The Architectural Control Committee (ACC) reviews applications and additional information submitted for all new improvements and alterations to existing improvements at Saratoga Oaks residential community can enhance their homes and yards, with respect to any applicable easements and setbacks, to enhance and usefulness and pleasure of their property. However, prior to most modifications, homeowners are required to obtain approval from the ACC. Each Lot Owner is responsible for verifying all building regulations regarding its project.

Plans for any exterior alteration must be submitted to the ACC for approval prior to commencement of construction or placement. Applications must be submitted with a plot plan showing the footprint of the home and property lines to scale, in relation to the proposed modification(s). Proposed modification(s) must be sketched on the plot plan. All prior improvements must be included on the plot plan (added sunroom, patio, other landscaping beds, swing set, gazebo, etc.). Samples indicating color selection, style, and product type must be included. It is acceptable for this information to be from websites or brochures. All application and pertinent information should be submitted to the Association in the manner required by the Association.

Below is a partial list, this is not inclusive of all items. If in doubt, it is the responsibility of the Lot Owner to review the Governing Documents for Saratoga Oaks and submit an ACC application for any change, improvements, additions, or deletions to its Lot.

ARBORS/PERGOLAS

Requires approval. Arbors may be permitted on rear patios and shall not extend beyond the side walls of the main structure.

AWNINGS

Awnings are not permitted.

BASKETBALL HOOP

Permanent basketball hoops are not permitted. Portable basketball hoops are permitted provided they are put away each night no later than sunset in such a manner that they are not left in any driveway or visible from any street (e.g., by placement in the garage of a Lot or by laying the pole down in a rear yard of a Lot).

BOATS

Boats are not permitted. Boats may not be parked, kept, stored or maintained on any Lot or on the streets or in any common area. Boats may be stored in an enclosed garage, provided the garage door remains closed. No repair work to any type of boat may be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than (24) twenty-four hours.

CLOTHES LINES

Clothes lines are not permitted.

DECKS Decks require approval.

DISABLED VEHICLES & VEHICLE MAINTENANCE

No vehicle which is unlicensed or inoperable may be kept or stored on the Property except out of view in an enclosed garage on a Lot. No repair work to any type of motor vehicle, boat or trailer should be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

DRAINAGE

Changes in grading, e.g., berms, mounds, etc., or channeling of any drainage water onto neighboring or common areas is not permitted.

DRIVEWAYS

Requires approval. Driveway extensions will be considered on a case-by-case basis dependent on the size of the yard and the size of the extension. Each Owner is responsible for the timely repair, maintenance and/or replacement of the driveway comprising part of the Lot. Any top coating must be approved by the ACC.

EXTERIOR BUILDINGS & STORAGE

Requires approval. Sheds and auxiliary buildings must be built with Hardie-plank siding, shingles, and trim to match home. The maximum size allowed is 10 feet x 12 feet and the yard must be enclosed by a fence. Lot Owners are required to follow all municipal guidelines including minimum setbacks and proper permitting. The Association is not responsible for establishing, communicating, or enforcing government/municipal restrictions.

EXTERIOR COLORS

The Association does not require approval if repainting or new siding does not change the home's original colors. Any change in the exterior material type, hue, tone, value or intensity color requires approval from the ACC.

EXTERIOR DECORATIONS

No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border without the approval of the ACC. In addition, bird baths, bird feeders, bird houses, fountains, reflectors, statues, lawn sculptures, lawn furnishings, wood carvings, plaques, artificial plants, rock gardens, rock walls, or other fixtures and accessories are prohibited on or within the front or side yards of any Lot or in any other location which would be visible from any roadway within the Property or any adjoining Lot without the approval of the ACC.

EXTERIOR LIGHTING

ACC approval not required if such alterations or additions should be for the purpose of improving footing, navigation or security. Lighting may not be so installed as to illuminate any portion of an adjoining Lot or to shine into any window. The amount of light produced should not be so excessive as to create a distraction or have a negative impact on the neighborhood. Proposed replacements or additions must be compatible in style and scale with the Lot Owner's house, and the Lot Owner must include the location, number of lights, style, bulb color and wattage in the approval request. Recommended fixtures include low voltage ground-mounted styles that may be wholly or partially concealed by plantings. It is recommended that before any digging is initiated, each Lot Owner "call before you dig" for locations of existing utility lines. Colored bulbs designed to repel insects may be

installed only in lighting fixtures located at the rear of houses. Proposed lighting shall not be approved if it will otherwise result in adverse visual impact to any other property, due to factors including but not limited to location, color or wattage. As the effects of proposed lighting may be difficult to assess prior to installation, the ACC reserves the right to require correction, including but not limited to removal or modification of lighting found to cause adverse impact after installation.

**** The installation of lamp posts DOES require ACC approval in advance.**

EXTERIOR MAINTENANCE

Each Lot Owner is responsible for keeping its Lot and all improvements thereon in good repair. This includes but is not limited to painting, pressure washing (or other appropriate care), replacement of warped or rotted wood, caulking, roof repair, window and door repair, and siding repair.

FENCES - All fences require approval from the ACC prior to the installation. Invisible fences also require approval.

Locations:

- Fences cannot be placed any further up than 5 feet to the front corner of the home (minus porches), extending out towards the said property line, then towards the back-property line of a Lot. For Lots with side-loaded garages, the fence should be no closer than 5 feet to the garage door from the rear of the property line of the Lot. The ACC approves or denies a fence request on the basis of maintaining the overall appearance of the neighborhood. The ACC does not have the authority to give permission to building a fence within an area that is controlled by a third party (such as an easement or right-of-way). Each Lot Owner bears all the risk if a fence is installed in one of those areas. All gate locations and sizes must be approved. All fencing must be installed on the property line for the Lot. Any interior fencing shall be a shared expense for maintenance and upkeep between the two Lot Owners after the fence has been installed. The initial installation cost of the interior fence can be done individually or, if agreed, the adjacent Lot Owner as a shared cost. The Association shall serve as an arbitrator if a fence disagreement occurs.

Styles:

- Fencing that fronts a street, greenspace or subdivision boundary (with the exception of ponds) must be six foot (6'), and have Dog Ear tops and have the pickets facing outwards.
- Six foot (6') "Good neighbor" style fencing (rotating panels with the pickets facing in and out in an alternating fashion) shall be installed on all interior locations (between houses). Interior fencing can be double-sided if desired. Pickets must be dog eared.
- All fencing backing up to a body of water must be four foot (4') open picket across the entire back line. Additionally, any sideline fences adjoining the 4' open picket must taper down from 6 feet to meet the 4 feet fence over the last panel on the sideline.

Size: Fences may be 6 feet or 4 feet in height as described above. Lots backing up to a body of water must have 4-foot fences.

Materials: Fences shall be constructed only out of pressure treated wood. No other types of fencing are allowed.

Staining: Fence must have a natural appearance. Stains must be transparent, or translucent, and natural in color.

FIREARMS

The display or discharge of firearms in the Saratoga Oaks residential community is prohibited. The term "firearms" includes "B-" guns, pellet guns, paintball guns, and other firearms of all types, regardless of the size.

FLAGS AND FLAG POLES

In-ground flag poles **are prohibited** without the approval of the ACC.

Flags which are no larger than 24" by 36" attached to a Lot and displayed for the purpose of a holiday or sporting event, and the United States of America and State of South Carolina flags are allowed. United States of America and State of South Carolina flags may be installed up to 2' by 4' in size, posted on a 3' pole and attached at a 45-degree angle from the Lot.

Any flags displayed to promote or support a sporting event can be installed no earlier than 72 hours prior to the sporting event and must be removed no later than 48 hours following such sporting event.

All other flags are prohibited.

GARAGES

No alterations, additions or improvements are permitted to any garage that would defeat the purpose for which it was intended. Garage space is not permitted to be converted to a living area (i.e., family room, bedroom).

GARDENS

Vegetable, herb and similar gardens or plants are permitted so long as they are located in the rear of a Lot or are located in an area that is not visible from any adjoining Lot or roadway.

GUTTERS AND DOWNSPOUTS - *"Gutter Guidelines" (attached)*

Approval required. Gutters and downspouts must match the color of the fascia trim of the house and be metal material (no vinyl allowed). The downspouts cannot alter the flow of the water in an adverse way to the adjoining property.

SEASONAL DECORATIONS

A reasonable number of holiday and religious lights and decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) may be displayed on any Lot no more than forty-five (45) days prior to the applicable holiday, and removed from the Lot within fourteen (14) days after such holiday occurs. Developer and the Association may in their discretion require an Owner or Resident to remove decorations if considered excessive or inappropriate seasonal decorations.

HOT TUBS, SPAS, AND POOLS

Require approval. Must be in the rear of the yard and surrounded by a fence. Hot Tubs require screening at the patio sides with evergreen shrubs or wood fencing of lattice or solid panel to a height of 6 feet. Must be permitted and follow all city, county and state regulations.

Hot Tubs will be reviewed and approved by the ACC on case-by-case basis. Above ground pools are not allowed.

HOUSE NUMBERS

House numbers within the community are required for reasons of security and public safety. Written approval of the ACC is not required for installation or replacement of a house number; however, the ACC reserves the right to hold style and size to a community standard regulated in terms of aesthetic appearance.

IRRIGATION SYSTEMS

Requires approval. Utilities need to be located prior to work being performed. Resources for having utilities marked: Call 811 or "No Cuts" for free utility marking.

LANDSCAPING

Major landscaping **requires approval** by the ACC prior to the installation. No approval required if the existing mulch and/or pine needles are replaced with similar materials which are black, brown, or cypress in color. **No white rock will be permitted.** No approval required if existing seasonal plants are replaced with similar plants in size and height. All plantings must be a minimum of three feet from adjoining property line or the distance needed to prevent the plant(s) from impeding the property line. No plants or trees may be planted in a common area. Trees, shrubs, bushes, or other vegetation having a trunk diameter of 6 inches or more at a point of 4.5 feet above ground level, or other significant vegetation may not be cut, removed, or mutilated. Owners are responsible for following all governmental/municipal ordinances regarding trees.

LAWN MAINTENANCE

Each Lot Owner shall keep its Lot and all improvements thereon in good repair. This includes seeding, watering, edging and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery. No lawns, grass, weeds, or underbrush shall be allowed to grow to a height exceeding four (4") inches on any Lot. Lot Owner are responsible for yard maintenance to the curb. Weeds growing in joints in curbs, driveways, and expansion joints must be removed as needed.

PATIOS/PORCHES

Requires approval. Colors must coordinate with the existing materials and colors of the home and typically should be of neutral earth tones. Color and material selection samples (via brochure or website) must be provided.

PROPANE TANKS

All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC and in accordance with all applicable federal, state, and local laws, rules, and regulations.

RECREATIONAL EQUIPMENT

Requires approval prior to installation. Must be installed in the rear yards. Must be maintained and kept in good condition. This includes playhouses, swing sets, and trampolines. Swing sets must be wooden. No tree houses are allowed. Temporary recreational equipment (bicycles, soccer nets, etc.) should be stored out of site each evening prior to sunset.

RECREATIONAL VEHICLES

No terrain vehicles, campers, mobile homes, boats, house trailers, boat trailers, or trailers of any other description is permitted to be parked or to be stored at any place on any Lot, except (a) during the periods of approved construction on a Lot if used in connection with the approved construction, or (b) when parked out of view in an enclosed garage on such Lot.

ROOF, DOOR, AND WINDOW REPLACEMENT

Approval from the ACC is not required if original type, material, and color as the originally installed item. Any exception must have ACC approval.

SATELLITE DISH

Approval from the ACC not required if dish is one meter or less in diameter and placed on the rear of a dwelling or other location that minimizes visibility from the street fronting the Lot, or from the front yard of the Lot. The dish must be screened from street view where applicable.

SIGNS

No sign, banner, advertisement, notice or other lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Saratoga Oaks residential community that is visible from the outside of a Lot or vehicle parked within the Property without ACC approval, provided however, signs required by governmental agencies and approved by the ACC, as applicable, may be displayed (e.g. permit boards). One 'for sale' or 'for lease' sign may be displayed but only of a design approved by the ACC.

SKYLIGHTS/SOLAR TUBES/PANELS/SCREENS

Requires approval.

TRASH/RECYCLING BINS

Each Lot Owner must maintain all trash receptacles, racks or similar facilities in a sanitary condition. Except when placed curbside on the day of or the night before regularly scheduled garbage, trash, and/or recycling pick up days, all garbage, trash and recycling containers and bags and the like must be kept out of street view. Dirt, trash, plant and tree cuttings and debris must be removed and all areas on the Lot left in a clean condition.

WINDOW TREATMENTS

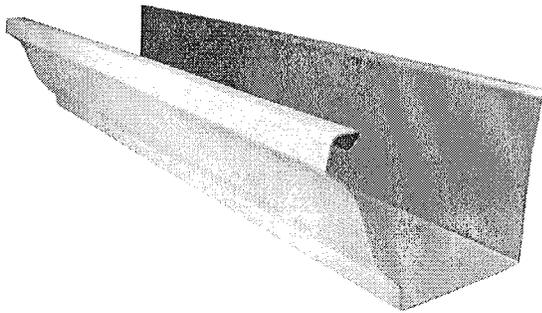
The only acceptable window coverings that may be affixed to the interior of any windows visible from the street, adjacent Lot, or from the Common Areas are drapes, blinds, shades, shutters and curtains. The side of such window coverings that is visible from the exterior of any Improvements must be white, off-white or, if blinds or shutters, a natural wood color, unless otherwise approved by the ACC. Only clear glass is permitted in any window and no window tinting or reflective coating may be affixed to any window that is visible from any street, adjacent Lot, or from the Common Areas, unless otherwise approved by the ACC.

Gutter Guidelines

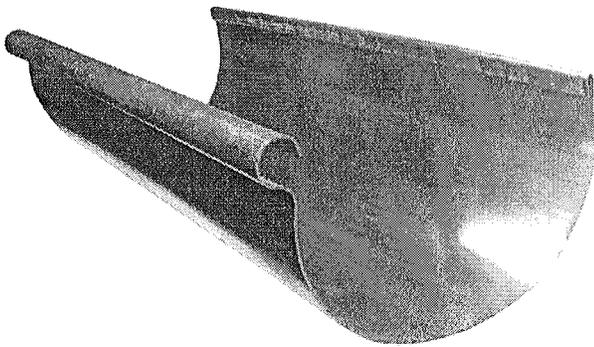
All gutters and downspouts **require approval** from the ACC prior to installation.

Styles:

1. **K-Style gutters** have flat bottoms and backs, and the front side of the gutter usually has a decorative shape, such as a curve or ogee, that mimics crown molding. Many styles are available. Generally, K-style gutters have twice the capacity of their half-round cousins of the same width.



2. **Half-round gutters** are exactly what the name suggests: half-round tubes.



Materials:

Vinyl gutters are **not** permitted in Saratoga Oaks residential community. Gutters must be of a metal material: aluminum, copper, or steel.

Color:

Gutters must match the color of the fascia trim of the home.

EXHIBIT "D"

Rules and Regulations

1. Mobile homes are prohibited on all Lots. Any home constructed on a Lot shall be stick built, brick homes, or otherwise a permanent structure constructed on the Lot.
2. Disabled, inoperable, or unlicensed vehicles and also vehicles without a current and valid government issued license plates are permitted on a Lot only if located in an enclosed structure so that such vehicle is not visible from the street or another Lot.
3. Mobile homes, motor homes, travel trailers, trailers of any kinds, campers, vans, motorized carts (whether electric, battery, solar or powered by any other means), all-terrain vehicles, tractors, tools, construction machinery and equipment of any type of nature, and machinery, motorcycles, lawnmowers, or equipment shall **not** be permitted, stored or allowed to remain on Lot unless the same is placed, stored and maintained within the fenced rear yard, if applicable, and in all events must be kept out of sight except when in use.
4. No Owner or Resident shall repair or restore any vehicle, machinery or equipment of any kind upon or within any parking area or within any portion of Lot, except for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Lot. Inoperable vehicles are prohibited.
5. The parking of any time of vehicle (including trucks and bikes) on the road ways within the Property (including any publicly owned roads and streets) for longer than 24 consecutive hours is prohibited.
6. Parking on a Lot in any location other than on the driveway is strictly prohibited. No parking is permitted in the grass or on a sidewalk. Vehicles are not permitted to block the sidewalk and/or extend over the curb. Parking in a Common Area is permitted only in the designated parking area, if any.
7. Street parking must be with the flow of traffic.
8. No cars shall be parking on any road in a manner which restricts access to the driveway serving a Lot. No Owner shall permit the parking of any boats, recreational vehicles, RV's, commercial vehicles, motorcycles, inoperable cars, or cars under repair for a time period exceeding twenty-four (24) hours on its Lot or on any roads or streets (including publicly owned roads and streets) serving the Saratoga Oaks residential community. In addition, parking on a Lot in any location other than on the driveway is strictly prohibited, e.g., no Owner shall park any vehicles on its lawn or on the sidewalk. The parking of cars within any Common Areas, except in a designated parking area, is prohibited as well. Only the parking of operable cars (specifically excluding recreational vehicles, RV's, commercial vehicles, motorcycles, inoperable cars, or cars under repair) on a Lot is permitted.

For purposes hereof, the term commercial vehicles does not include any governmental vehicle (police car, fire department battalion chief truck, or other vehicles owned by a governmental entity). For purposes hereof, the term commercial vehicles specifically does include a vehicle that has affixed to it (whether permanently or temporarily) any advertising materials for a commercial, political, charitable, or non-profit purpose, business, enterprise or

operation (including placard, sticker, wrapping, signage, logos, or any other means of display) that exceed 3 feet by 18 inches in size and appear on 3 or more locations on the vehicle. The term commercial vehicles as used herein is not limited to refer only to vehicles which are Commercial Trucks or Commercial Motor Vehicle as defined by the Federal Motor Carrier Safety Administration, South Carolina Department of Motor Vehicles, or Anderson County.

9. Portable storage units are not permitted to remain on a Lot in excess of thirty (30) calendar days in any calendar year. Portable storage units shall only be placed on the driveway of a Lot. No more than one portable storage unit is permitted at any time on a Lot. Portable storage units shall not be larger than eight feet high by eight feet wide by sixteen feet long.

10. Persons shall not permit his or her dog or cat to discharge its excreta anywhere within the Lots except at Lot in which the owner of the animal resides.

11. Activities which emit foul or obnoxious odors or create noise (including the discharge of any radio, loudspeaker, horn, whistle, bell, amplifier or other sound device) or other conditions which tend to disturb the peace or threaten the safety of other persons living on other Lots are prohibited. However, alarm devices used exclusively for safety or security purposes which shut off automatically are permitted.

12. No illegal activities and no noxious activities shall be carried on upon any. Any activities which negatively impact the residential character of the Property are prohibited.

13. The accumulation of rubbish, trash, furniture, yard debris, or garbage or an unsightly condition within a Lot is prohibited.

14. Outside burning of trash, leaves, debris or other materials is prohibited on a Lot.

15. Dumping of grass clippings, leaves or other debris, petroleum products, chemicals, fertilizers, or any potentially hazardous or toxic substances in any of the following areas is prohibited: (a) road ways within the Property; (b) any easement area, drainage or irrigation ditch or swale located within any Lot; and (c) on any Lot other than the Lot owned by the person seeking dispose of the materials.

16. Obstruction, rechanneling or any other interference with drainage flows within any Lot is prohibited.

17. Obstruction, rechanneling or any other interference with any easements for access, utilities, drainage or other matters is prohibited. No improvements shall be placed in any easement area located within a Lot.

18. A home business may be conducted within a Lot so long as the following conditions are met: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the house; (ii) the business activity conforms to all zoning requirements; (iii) the business activity does not involve regular visitation of the a house by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents on other Lots; and (iv) the business activity is consistent with the residential character of the Lots and does not constitute a nuisance, or a hazardous use, or threaten the security or safety of other residents of the Lots. In particular, dog kennel and auto repair

businesses are prohibited. Any business that will result in an increase in traffic to a Lot or the parking of vehicles on the road ways within the Property is strictly prohibited.

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

The leasing of a home on a Lot for a time period of more than six (6) months to the same tenant shall not be considered a business or trade within the meaning of this paragraph.

19. An Owner may lease the home on its Lot for residential purposes only, and the lease must be for a minimum of a six month period and for the entire home. All leases must be in writing and contain provisions requiring all tenants to comply with the Declaration and Rules and Regulations. Upon request by the Association, a copy of each lease must be provided to the Association by the Owner.

20. Capturing, trapping or killing of wildlife within a Lot, except in circumstances posing an imminent threat to the safety of persons, is prohibited.

21. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Lots or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution is prohibited.

22. The exterior of a home construction on a Lot shall be maintained in a good condition, including all exterior walls, roofs, foundation, chimneys, windows, window frames, and other areas visible from outside of the home. Driveways shall be kept in a good condition and constructed with rock, gravel, cement or other construction material. Dirt driveways are prohibited.

23. Structures, equipment or other items on the exterior portions of a house, including but not limited to, any ancillary structures, play houses, dog house, fences, roof, painting, or siding, which have become rusty, dilapidated or otherwise fallen into disrepair are prohibited.

24. Any construction activities, tree removal, or other activities on a Lot that is subject to governmental oversight and approval must be conducted in strict accordance with such governmental rules and regulations and with the necessary approvals and permits.

25. The Association is explicitly authorized to implement speed control devices (including speed bumps) on the roads within the Property, including Saratoga Oak Street, Healing Springs Trail, and Creekside Circle, or seek governmental approval for the installation of speed control devices as it deems necessary and appropriate for the safety of the Saratoga Oaks residential community. The Association is empower to establish and enforce a speed limit for any roads owned by the Association.