DEE-2018019532
Recorded 48 on 05/03/2018 12:18:21 PM
Recording Fee: $54.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 119-M PG:716-763

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision (the "Declaration") is made 3rd day of May, 2018, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant." The Declarant states and declares as follows:

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

THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO AMEND OR RESTATE THIS SUBDIVISION DECLARATION WITHOUT THE CONSENT OF ANY OWNER, THEIR MORTGAGEE(S) OR THE ASSOCIATION FOR SO LONG AS THE DECLARANT OWNS ANY PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY CONTAIN ADDITIONAL RESTRICTIONS OR OBLIGATIONS AFFECTING THE USE OF THE COMMON AREA, ANY LOT, OR ANY OTHER SUCH PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY ALSO AFFECT AN OWNER'S OBLIGATION AS A MEMBER OF THE HOMEOWNERS ASSOCIATION, EVERY PURCHASER OR GRANTEE OF ANY LOT OF COMMON AREA NOW AND HEREINAFTER DESIGNATED, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE THEREOF, ACKNOWLEDGES NOTICE OF THE DECLARANT'S RIGHT TO AMEND THIS DECLARATION AND THAT THEIR RIGHTS ARE SUBJECT TO CHANGE. ANY SUCH AMENDMENT SHALL BE APPLICABLE TO AND BINDING UPON THE OWNERS AND THE LOTS. AT THE OPTION AND SOLE DISCRETIONS OF THE DECLARANT, ANY AMENDMENTS TO THE DECLARATION MADE BY THE DECLARANT MAY APPLY: (1) UPON THE DATE OF EXECUTION OR RECORDING OF THE AMENDED OR RESTATED

DECLARATION; (2) RETROACTIVELY TO THE DATE OF THIS SUBDIVISION DECLARATION OR TO SOME OTHER SPECIFIED DATE IN THE AMENDMENT, OR (3) PROSPECTIVELY TO SOME SPECIFIED DATE IN THE AMENDMENT, CERTAIN RIGHTS OF THE DECLARANT SET OUT IN THE DECLARATION SHALL CONTINUE AFTER THE DECLARANT NO LONGER OWNS ANY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF RE-ESTABLISHING ITS CLASS B MEMBERSHIP IF AND WHEN IT RE-ACQUIRES ANY OF THE PROPERTY OR ANNEXES ADDITIONAL LAND TO THE PROPERTY.

A. The Declarant is the owner of that certain real property located in Spartanburg County, South Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Property").

B. The Declarant intends to subdivide the Property into residential lots, common areas and public rights-of-way, and to create from the Property and such additional land as may be subjected to the Declaration pursuant to Article X below, a planned community to be known as Bexley Park (the "Community"); and

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

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

Article I. INTENTIONALLY DELETED.

Article II. Definitions.

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

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

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

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

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

"Association" shall mean Bexley Park Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

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

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

"Bylaws" shall mean the bylaws of the Association as they now or hereafter exist and as they may

"Common Area" or "Common Areas" shall mean all property, and any improvements thereon, wherever located, owned or leased by or dedicated to the Association, subjected to any easement or license in favor of the Association for the common use and enjoyment of Members or designated on the recorded subdivision plats for the Community as "Open Space", "Common Open Space" or "Common Area" Common Area shall include all water and sewer lines serving more than one Lot and located outside any public right-of-way or utility easements, Common Area shall include any drainage easements, storm water pipes, detention and retention facilities not accepted by any governmental authority for maintenance.
Common Area shall include any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community not accepted by any governmental authority for maintenance.

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

"Declarant" shall mean Boiling Springs Land Holdings, LLC, an Ohio limited liability company, or any successor or assign designated as Declarant in a Recorded Document executed by the immediately preceding Declarant.

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

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

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

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

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

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

"Mortgage" shall mean a mortgage recorded at the Spartanburg County Register of Deeds that is

a lien against any Lot. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Mortgage having priority over all other Mortgages encumbering a Lot. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Neighborhood" shall mean any area or areas within the Community designated by this Declaration or a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by, or common to all residents within the Community.

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

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

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

"Owner" shall mean and refer to an owner of record of a fee simple interest in any Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Lot.

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

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

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

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

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

Article III. Bexley Park Homeowners Association, Inc.

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

The Association shall be organized and governed as follows:

3.1 Purposes. The purposes of the Association shall be:

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

b. To enforce the provisions of the Governing Documents;

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

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

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

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

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

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

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

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

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

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

4.1 Fundamental Restriction on Use.

The Lots and Common Area shall be used for residential and related purposes only, subject to and consistent with the Governing Documents, including the Rules and Regulations; provided that Declarant, the Association and/or builders approved by Declarant may maintain a business or management office within the Community, and provided that Declarant and/or any brokers or builders approved by Declarant may maintain information centers, model homes and sales offices within the Community. Notwithstanding the above, home business use ancillary to the primary residential use of a Lot is permitted, subject to the Rules and Regulations and all applicable laws and ordinances of governmental authorities.

4.2 Fundamental Restriction on Occupancy.

All Occupants of a single Lot shall be members of a single family. For purposes of this Declaration, a single-family unit is defined as a group of individuals related by blood, marriage, adoption, or guardianship, or not more than three (3) persons not so related, living together as a single housekeeping unit. The number of Occupants on each Lot shall also be reasonable limited by the Lot's size and facilities and by a policy against disproportionate use of the Common Areas.

4.3 Additional Restrictions on Use and Occupancy ofLots

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

4.3.1 Completion of Construction. Once construction of any structure located within the Community is begun, it shall be prosecuted diligently and must be completed within twelve (12) months of its commencement, unless otherwise approved in writing by Declarant.

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

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

4.3.4 Refuse Storage. No Lot shall be used or maintained as a dumping ground for rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance,

thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Lots. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the ARC. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the ARC and, in any event, shall be kept in an enclosed area not subject to view for any person, from any direction.

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

4.3.6 Temporary Structures. No Temporary structures such as sheds shall beerected or placed on any Lot without written approval of the Declarant or the Association. Such structures, if so permitted, may be used only during periods of construction, and never as a residence.

4.3.7 Parking and Vehicle Storage. Only licensed and reasonably functional vehicles legally capable of operating on a public street, classified as passenger cars, station wagons, passenger pick-up trucks or passenger vans may be regularly parked in driveways; provided, however, that no recreational vehicles of any kind may be permitted to park anywhere in the Community. For purposes of this Declaration, a recreational vehicle or "RV" shall mean any van, utility vehicle or similar type of vehicle that is for recreational purposes, such as camping, and may be equipped with living facilities. No vehicle will be permitted to park regularly on any roadway within the Community. No vehicle located on a Lot may be used as a dwelling, even temporarily.

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

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

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

4.3.11 Screening. Subject to the provisions of the Rules and Regulations, satellite dishes, antennae, clotheslines, pet enclosures and the like shall not be located on a Lot so as to be visible from any roadway or any other Lot. Boats, boat trailers and campers shall not be located on a Lot, except stored inside of a closed garage, unless fencing has been installed on the Lot to screen the boats, boat trailers and/or campers so that they are not visible from any roadway or Lot.

4.3.12 Square Footage Restrictions. Any dwelling erected on a single-storyresidential Lot shall contain a minimum enclosed area of one thousand seven five (1,500) square feet. Any dwelling erected on a one-and-a-half story residential Lot shall contain a minimum enclosed area of one thousand two hundred (1,200) square feet on the bottom floor and six hundred (600) square feet on the top floor. Any dwelling erected on a two-story Lot shall contain a minimum enclosed area of one thousand eight hundred (1,800) square feet. The term "enclosed area" as used in this Sections shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6,

but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property.

4.4 Rules and Regulations

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

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

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

4.4.3 Member's Authority. Members representing more than Fifty (50%) percent of the total vote in the Association, at an Association meeting duly called for such purpose, may amend, supplement and/or rescind and restate the Rules and Regulations.

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

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

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

4.5.2 Activities Within Dwellings. No rule established pursuant to this Article shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create costs for the Association or other Owners, that create a danger to the health or safety of others, that generate excessive noise, traffic or use of parking facilities, that crate unsightly conditions visible outside the dwelling or that otherwise violate the provision of the Declaration or any applicable governmental law, ordinance orregulation.

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

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

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

4.6 Common Area Administrative Rules.

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

4.7 Notice to Purchasers and Mortgagees.

All prospective purchasers and mortgagees are given notice that use of the Lots and Common Area is restricted and governed by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Purchaser, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot shall be affected by the Rules and Regulations which may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded Document. **Take notice that the Declarant or the Association may have changed the initial Rules and Regulations since the recording of this Declaration.** The Association shall provide a copy of the current Rules and Regulations to any prospective purchaser, Member or Mortgagee upon written request and payment of reasonable cost of such copy.

Article V. Architecture and Landscaping

5.1 General.

No structure or thing, including but not limited to fences, shall be placed, erected, or installed upon any Lot and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any Lot except pursuant to approval and in compliance with This Article and Architectural Guidelines.

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

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

Declarant Control Period.

5.2 Architectural Review.

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

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall own no duty to any other Person. Declarant's rights reserved under this Article shall continue or as long as Declarant owns any portion of real property described in **Exhibit A or B** or has the right to expand The Community pursuant to Section 10.1, unless earlier terminated by Declarant or Recorded Document.

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

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

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

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Association or expiration of the Declarant Control Period, the Association shall have no jurisdiction or architectural matters.

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

5.4 Guidelines and Procedures

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

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portions of the real property described in **Exhibit A or B** or has a right to expand the Community pursuant to Section 10.1, notwithstanding a delegation of reviewing authority, unless Declarant also delegates the power to amend the Architectural Guidelines. Upon terminations or delegation of the Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the Board's consent. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

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

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

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

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

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

In any event, the Reviewer shall notify the applicant in writing of a final determination within forty-five (45) days after its receipt of a completed application and all required information. In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to the Declarant's veto right. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless the Reviewer has granted a variance pursuant to Section 5.6.

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

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

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

5.5 No Waiver of Future Approvals.

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

5.6 Variances.

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

agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5.7 Limitation of Liability.

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

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

5.8 Certificate of Compliance.

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

5.9 View Impairment.

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

Article VI Maintenance and Repair

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

6.2 General Association Responsibility. Prior to their acceptance for public maintenance, any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community shall be maintained by the

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

The Association shall also maintain the following:

a. All landscaped rights-of-way and all entry features;

b. All Common Areas, and all landscaping, paving, streets, sidewalks, structures,and improvements of any nature located thereon, excluding, however, any and all such improvements that are appurtenant to a single Lot and owned by an Owner, or maintained by the County as set forth in Section 3.1(a) hereof;

c. All ponds, streams and culverts located on the Property which serve as part of any drainage and storm-water retention system; an

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

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

6.3 Association Responsibility With Regard to all Lots in Bexley Park Phase 1. The Association shall also provide the following services and maintenance:

a. From approximately November to mid-March, the grass shall be mowed as the Association deems necessary;

b. From approximately mid-March to the end of October grass mowing, edging, shrub trimming and blowing shall be performed weekly;

c. Sidewalks, driveways, and streets will be blown off at the time of each mowing;

d. Turf will receive care and weed control as necessary;

e. Turf fertilization shall be provided five (5) times annually, including pre-emergent weed control;

f. Weeding shall be performed as needed by hand or by the application of pre-emergent and post-emergent herbicides;

g. Trees up to ten (10') feet high shall be pruned and fertilized annually;

h. Shrubs shall be pruned twice annually and fertilized annually;

i. Fallen leafs shall be blown and removed four (4) times during the leaf season;

j. Pine needles shall be applied to the beds once in the fall and once in the spring.

Bexley Park Phase 1 is shown in Exhibit A-1 attached. For the purposes hereof, Bexley Park Phase 1 is a Neighborhood and subject to Neighborhood Assessment for the foregoing services as provided in Section 9.7.

6.4 Owner Responsibility With Regard to all Lots in Bexley Park Phase 1. Each Owner of a Lot in Bexley Park Phase 1 shall maintain his or her Lot and all unimproved Common Area along the boundaries of his or her Lot (e.g., area between lot line and curb) by:

k. Ensuring that pet waste is removed on a daily basis and in particular before the landscaper perform their duties;

l. Prepare the law area for weekly service by removing any items that would interfere with regular law maintenance;

m. Ensure that all automobiles are parked in an enclosed garage during landscape services;

n. Perform lawn maintenance as outlined in Section 6.3(a) though 6.3(h) on all areas inside of any fence approved as herein required;

o. Properly irrigate and water all lawn and landscaped areas;

p. Properly maintain the irrigation system;

q. Keeping the area free and clear of all litter, trash, refuse and wastes;

r. Keeping exterior lighting and mechanical facilities in working order;

s. Removing and replacing any dead plant material;

t. Keeping vacant land well maintained and free of trash and weeds;

u. Keeping parking areas and driveways in good repair;

v. Complying with all governmental health and police requirements.

w. Repainting of all structures;

x. Repair of exterior damage to all structures; and

y. Install and replace all landscape and plant material pursuant to ARC guidelines.

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

z. Keeping the area free and clear of all litter, trash, refuse and wastes;

aa. Mowing lawns on a regular basis;

bb. Pruning trees and shrubs;

cc. Watering lawns;

dd. Keeping exterior lighting and mechanical facilities in working order;

ee. Keeping lawn and garden areas alive;

ff. Removing and replacing any dead plant material;

gg. Keeping vacant land well maintained and free of trash and weeds;

hh. Keeping parking areas and driveways in good repair;

ii. Complying with all governmental health and police requirements.

jj. Repainting of all structures; and

kk. Repair of exterior damage to all structures.

6.6 Association's Right to Perform Owner's Responsibility. If any Owner or Occupant of a Lot fails to perform any of the duties or responsibilities set forth in this subsection, then the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addressed to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of the Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant or the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Lot in question and perform such care and maintenance without any liability for damages or wrongful entry, trespass or otherwise to any person. All Owner(s) of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or the Declarant in performing such work computed at a rate not

to exceed sixteen percent (16%) per annum for the date(s) such amount are expended until repaid to the Association or the Declarant, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association or Declarant, the Association has performed the work on the Lot of the delinquent Owner(s), the Association may charge a Specific Assessment for such amounts against the Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article IX below.

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

6.8 Conveyance of Common Area to Association; No Implied Rights. Declarant, or the owner of the property with the consent of the Declarant, may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property of upon recordation with the Spartanburg County Registry of a non-warranty deed conveying any interest in real property, and the property shall thereafter be Common Area to be used, and as provided in this Article VI, maintained by the Association for the benefit of its Members. The Declarant shall not be required to make any improvements whatsoever to the property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners, Declarant, or the owner of the property with consent of Declarant, may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant my reasonably require so long as such reservation is not materially inconsistentwith the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easement or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by instrument recorded in the Office of Register of Deeds of Spartanburg County, South Carolina

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

Article VII. Insurance.

7.1 The Association shall obtain and continue in effect the following types of insurance, if

reasonably available, or if not reasonable available, the most nearly equivalent coverages as are reasonably available.

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

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

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

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

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

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

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

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

7.4 Deductibles. The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an

opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessee, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots and a Specific Assessment pursuant to Section IX below.

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

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

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

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

d. contain an inflation guard endorsement;

e. includes an agreed amount endorsement, if the policy contains a coinsurance clause;

f. provide that each Owner is an insured person under the policy with respectto liability arising out of such Owner's membership in the Association or interest in the Common Area as a Member in The Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of a Member);

g. includes an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

h. includes an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

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

a. a waiver of subrogation as to any claims against the Association's board ofdirectors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests.

b. a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and

c. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Article VIII. Repair and Reconstruction of Association Property.

The Association shall have the authority and the duty to repair or reconstruct Common Area or

other property which the Association is obligated to insure ("Insured Property") that is damaged or destroyed unless such repair or reconstruction would be illegal under any state or local ordinance governing health or safety, or Members representing at least eighty percent (80%) of the total vote of the Association not to repair or reconstruct.

Except as otherwise provided in this Section, the Board shall diligently pursue to completion the repair of reconstruction of that part of the Insured Property damaged or destroyed. The Association may take all necessary or appropriate action to affect such repair or reconstruction. Such repair or reconstruction shall be in accordance with the original plans and specifications unless other plans are approved by the Board.

The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Insured Property. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, then the Board, pursuant to Section IX may levy in advance a Special Assessment sufficient or provide funds to pay such estimated or actual costs or repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction. The insurance proceeds held by the association and the amounts of any such Special Assessments shall constitute a fund for payment for costs of repair or reconstruction after casualty. If a balance exists after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners of the Lots in proportion to the contributions made by each Owner to the Association.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the Association shall clear the affected property of all debris and ruins and thereafter shall maintain such improvements in a neat and attractive, landscaped condition consistent with the Community- Wide Standard. The cost of removal and landscaping shall be paid for with insurance proceeds. The Association shall retain the remaining proceeds in its general or other funds or shall allocate or distribute such funds as the Board determines appropriate, provide any such distribution of insurance proceeds shall be proportionate to the Member's interests.

Article IX. Assessments and Association Finances

9.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of all Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board ofDirectors.

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

Each such assessment, together with late charges (in an amount determined by the Board from

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

No Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or non-use of the Common Area. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the association to take some action or perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or directive of any governmental or municipal authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

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

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

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

consent is specifically set forth in the instruments creating such lien or encumbrance.

9.3 Budgeting and Allocating Common Expenses.

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

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

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

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

9.4 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessment to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board

and consent of Declarant during the Declarant Control Period. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5 Specific Assessments.

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

9.6 Ad Valorem Tax Assessments. All ad valorem taxes levied against the common Areas by the applicable governing authority, if any, shall be Common Expenses, and the Association may at any time of the year levy against Owners equally an "Ad Valorem Tax Assessment" in addition to the annual Base Assessments, which shall be in an amount sufficient to pay the ad valorem taxes not included as a component of the annual Base Assessments.

9.7 Neighborhood Assessments.

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

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

adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

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

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

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

interest, all late charges from the date first due and payable, any Administrative Fee, all costs of collections, and, if the Owner has been provided with a Delinquency Notice and failed to pay the outstanding balance set forth therein within fifteen (15) days from the mailing of the Delinquency Notice, court costs and reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

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

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

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

9.11 Budget Deficits During Declarant Control.

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

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

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

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

9.12 Statement of Account.

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

Such statement shall bind the Association in favor of persons who rely upon it in good faith. Provided such request is made in writi
ng, if the request for a statement of account is not processed within fourteen (14) days of receipt of the request, all unpaid assessment that became due before the date of making such request shall be subordinate to the lien of Mortgagee that acquires its interest after requesting such statement.

9.14 Exempt Property.

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

a. all Common Area;

b. any property dedicated to and accepted by any governmental authority or public utility; and

c. any and all property owned by Declarant.

9.15 Capitalization of Association.

Upon the sale of each and every Lot in the Community after it has been improved with a residence for with a certificate of occupancy has been issued, an initiation fee in the amount of Two Hundred Fifty and No/100th Dollars ($250.00) per Lot shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or, if not collected from the purchaser at the closing, shall be paid immediately on demand by the Association). This initiation fee shall be a Specific Assessment against the Lot and shall be in additions to, not in lieu of, the annual Base Assessment. The initiation fee shall not be considered an advance payment for the annual Base Assessment. This initiation fee shall be deposited into a special designated reserve account of the Association and shall be for the purposes of ensuring that the Association will have cash available to pay Common Expenses, meet unforeseen expenditures, or to acquire additional equipment or service deemed necessary for desirable by the Board of Directors. This initiation fee may be increased or decreased in the sole and exclusive discretion of the Board; provided, however, that in no event shall this initiation fee equal more than the annual Base

Assessment for the year in which the closing on the sale of the Lot improved with a residence for which a certificate of occupancy has been issued occurred.

Article X. Expansion of the Community

10.1 Expansion by Declarant.

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

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

10.2 Expansion by the Association.

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

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

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

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

Article XI Declarant Rights.

11.1 Reasonable Rights to Develop.

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

a. prevents the Declarant, builders approved by Declarant, or their contractors or subcontractors from doing whatever is reasonable necessary or advisable in connection with the commencement of completion of the above-described work throughout the Community.

b. prevents the Declarant or its representatives from erecting, construction, and maintaining anywhere in the Community such structures as reasonably may be necessary for the conduct of its business of completing the work, establishing Bexley Park as a residential Community and disposing of its Lots by sale, lease, or otherwise.

c. prevents the Declarant and/or builders approved by Declarant form maintaining such signs and conducting such activities in any part of the Community owned by Declarant and/or builders approved by Declarant as Declarant and/or builders approved by Declarant may deem to reasonably necessary for the sale, lease, or disposition of the Lots; or

d. prevents the Declarant and/or builders approved by Declarant from placing and utilizing on Lots or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

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

11.2 Marketing and Sales Activities.

During the Declarant Control Period, Declarant and builders approved by Declarant may construct, relocate, maintain and carry on upon any Lot Declarant owns, the builder approved by Declarant owns or upon portions of the Common Area, such facilities and activities as may be reasonable required, convenient or incidental to the construction, marketing or sale of Lots, as determined in Declarant's sole opinion. Such facilities and activities may include, without limitation, business offices, signs, model homes, and sales offices. There shall be not limit on the number or size of such facilities. Declarant and builders approved by Declarant shall have easements for access to and use of such facilities. Declarant reserves the rights to remove any personal property used in connections with its activities on the Common Area upon termination of its rights under this Section.

11.3 Construction of Improvements.

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

11.4 Rights to Approve Additional Covenants.

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

11.5 Right to Transfer or Assign Declarant Rights.

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

11.6 Exclusive Rights to Use Name of Development.

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

11.7 Right to Approve Changes in Community Standards.

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

11.8 Easement to Inspect and Right to Correct.

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

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

11.8.3 Damage. Declarant shall promptly repair any damage to a Lot or the Common Area resulting from the exercise of the easement or right of entry described in subsections 11.8.1 and 11.8.2 for this Section at its own expense. The exercise of these easements shall not unreasonably interfere with the use of any Lot, and entry onto any Lot shall be made only after reasonable notice to Owner or Occupant.

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

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

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

Article XII. Easements and Storm Water Covenants

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

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

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

12.4 Easement for Entry Features. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest, and assigns in grants to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot and all Common Area. The easement and right herein

reservedshall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entryfeatures.

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

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

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

12.8 Easement to Government Entities. Declarant hereby assigns and grants a perpetual, non-exclusive easement for the benefit of municipal, State or public utilities serving the area, their agents and employees, over all Common Area hereby or hereafter established for setting, removing and reading utility meters, maintaining and replacing utility connections, and Declarant assigns and grants a perpetual, non- exclusive easement for emergency and public services over the Property for the benefit of other public safety and welfare services or agencies, including, without limitation, garbage collection, mail delivery, police and fire protection.

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

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

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

12.11 Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot or Tract, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual, non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community for the purpose of providing access, ingress and egress to and from, through and between the Property.

12.12 Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on any Recorded Document. Such easements are hereby reserved for the use of the Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns. Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along a 10-foot strip ofland adjacent to the front, side and rear boundary lines of all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric, power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other

utilities. Within the above- described easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easement shall not prohibit the construction of driveways or yard fences at locations approved by the ARC, over such easements.

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

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

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

Article **XIII.** Dispute Resolution and Limitation on Litigation

Each Owner, by acceptance of a deed for a Lot, agrees that any dispute arising out of the use, occupancy or ownership of a Lot or the Common Area or the interpretation or enforcement of this Declaration, the Rules and Regulations, or the Bylaws or any provision hereof or thereof shall be settled by binding arbitration pursuant to the South Carolina Uniform Arbitration Act (S.C. Code Ann. 15-48-10 et seq.), as amended. The Declarant and the Association shall have the right to pursue such remedies as are available to it at law or in equity and shall not be bound by the mandatory binding arbitration provision.

Article **XIV.** Mortgagee Provisions

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

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

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

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

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

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

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

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

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

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

Article XV. Changes in the Common Area

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

conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

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

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

15.2 Transfer, Partition, or Encumbrance of Common Area.

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

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

Article XVI. Fines and Suspension of Privileges or Services

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

Article XVII. Miscellaneous

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

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

17.3 Amendment. Except as provided in Section 11.11 and Section 12.2 above, this Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lots, cast in person or by proxy at a meeting held in accordance with the Bylaws of this Association. Any amendment must be recorded.

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

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

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

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

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

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

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

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

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

[Signatures appear on the following page]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signature Page
Declaration of Covenants and Restrictions

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

WITNESSES:

Witness #1

Witness #2

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC
An Ohio limited liability company

By: Scott Gillespie
Print Name: Scott Gillespie
Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, Brian Price, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 25th day of April, 2018.

NOTARY SEAL

Notary for the State of South Carolina
Print Name: Brian Price

My Commission Expires: 1/7/2023

BRIAN PRICE NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT A

Land Initially Submitted

Property Description

PARCEL 1:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, having an area of 1,686,451 square feet or 38.72 acres, more or less, and being more fully shown and delineated on a plat entitled "Survey for Deep River South Development" prepared by 3D Land Surveying, Inc., dated January 12, 2017, last revised June 27, 2017, and recorded July 14, 2017 in the Spartanburg County Register of Deeds' Office in Plat Book 172 at Page 796. For a more complete and particular description, reference is hereby made to the above referred plat and record thereof.

TMS#: 2-36-00-110.04

PARCEL 2:

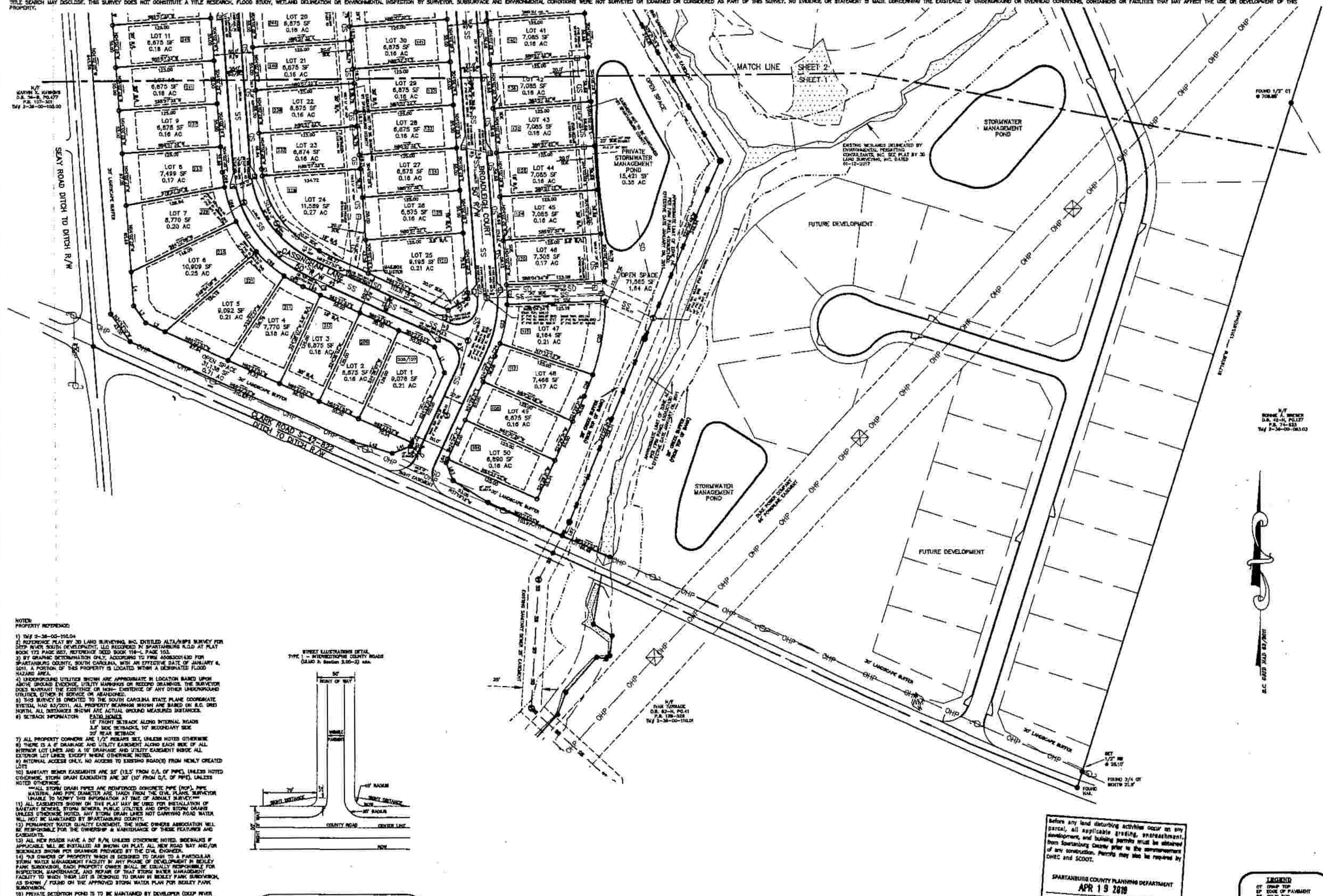
All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, having an area of 44,625 square feet or 1.02 acres, more or less, and being more fully shown and delineated on a plat entitled "Survey for Deep River South Development" prepared by 3D Land Surveying, Inc., dated January 12, 2017, last revised June 27, 2017, and recorded July 14, 2017 in the Spartanburg County Register of Deeds' Office in Plat Book 172 at Page 796. For a more complete and particular description, reference is hereby made to the above referred plat and record thereof.

TMS#: 2-36-00-110.02

Derivation: This being the same property transferred by Royston C. Brian and Kimberly Ann Thrift dated July 14, 2017 and recorded July 14, 2017 in the records of the Spartanburg County Register of Deeds in Deed Book 116-L at Page 103.

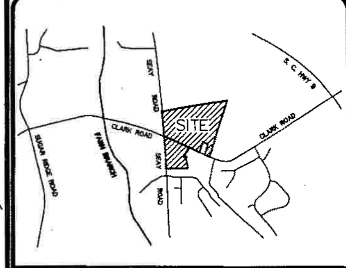
EXHIBIT A-1

Bexley Park Phase 1



LOCATION MAP

NOT TO SCALE



CERTIFICATE OF OWNERSHIP – DEDICATION AND GRANT

I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT. I (WE) HEREBY OFFER FOR DEDICATION THE EASEMENTS AND STREET RIGHTS-OF-WAY OF THIS SUBDIVISION AND ESTABLISH MINIMUM SET BACK RESTRICTIONS AS INDICATED ON THIS PLAT, PROVIDED THIS PLAT IS RECORDED AS REQUIRED BY SECTION 1.07.

DATE April 16, 2018 SIGNED [signature]

DATE ______ SIGNED ______

DATE ______ SIGNED ______

DATE ______ SIGNED ______

CERTIFICATE OF APPROVAL FOR RECORDING

"I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR SPARTANBURG COUNTY, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION OF SPARTANBURG COUNTY, SOUTH CAROLINA AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER"

DATE APR 19 2018 [signature]

AUTHORIZED REPRESENTATIVE
SPARTANBURG COUNTY PLANNING COMMISSION

FINAL PLAT — LAST REV. 4/16/18

BEXLEY PARK PH. 1

BOILING SPRINGS, 29316 — SHEET 1 OF 2

OWNER

DEEP RIVER SOUTH, LLC
600 UNIVERSITY RIDGE #19
GREENVILLE, SC 29601

NO. OF ACRES: 13.62 — MILES OF NEW ROAD: 0.28

NO. OF LOTS: 50 — CURRENT ZONING: –

ERROR OF CLOSURE: 1:10,000 — DATE: 1/19/18

TYPE OF DEVELOPMENT: PATIO HOMES

60 0 60 120

SCALE: 1"=60'

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

DATE 4-16-18 [signature]

DAVID MOONY, P.L.S.

RECEIVED APR 18 2018

3D LAND SURVEYING

AREA CALCULATIONS

GRAND TOTAL = 13.62 ACRES

PATIO HOMES OPEN SPACE REQUIREMENTS
13.62 AC. X 0.10 = 1.35 ACRES TOTAL

OPEN SPACE PROVIDED

2.35 ACRES TOTAL
(EXCLUDING RETENTION AREA)

Before any land disturbing activities occur on any parcel, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.

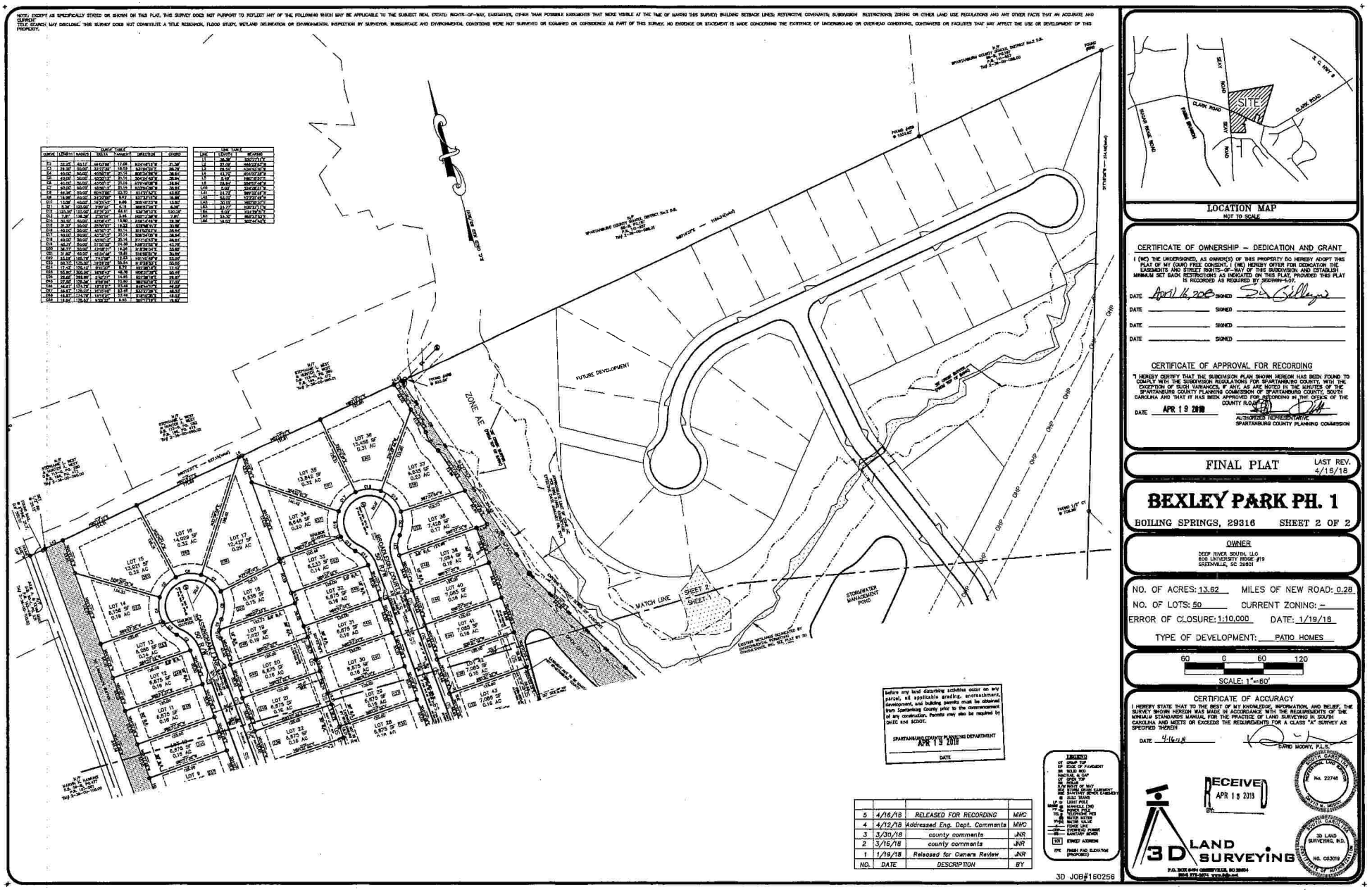
SPARTANBURG COUNTY PLANNING DEPARTMENT
APR 19 2018
DATE

NO.	DATE	DESCRIPTION	BY
5	4/16/18	RELEASED FOR RECORDING	MWC
4	4/12/18	Addressed Eng. Dept. Comments	MWC
3	3/30/18	county comments	JNR
2	3/16/18	county comments	JNR
1	1/19/18	Released for Owners Review	JNR

3D JOB#160256

PLT BK 173 PG 981

DEE BK 119-M PG 758



NO.	DATE	DESCRIPTION	BY
5	4/16/18	RELEASED FOR RECORDING	MWC
4	4/12/18	Addressed Eng. Dept. Comments	MWC
3	3/30/18	county comments	JNR
2	3/16/18	county comments	JNR
1	1/19/18	Released for Owners Review	JNR

LOCATION MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP – DEDICATION AND GRANT

I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT OF MY (OUR) FREE CONSENT. I (WE) HEREBY OFFER FOR DEDICATION THE EASEMENTS AND STREET RIGHTS-OF-WAY OF THE SUBDIVISION AND ESTABLISH MINIMUM SET BACK RESTRICTIONS AS INDICATED ON THIS PLAT, PROVIDED THIS PLAT IS RECORDED AS REQUIRED BY SECTION 4-57.

DATE April 16, 2018 SIGNED

DATE _____ SIGNED _____

DATE _____ SIGNED _____

DATE _____ SIGNED _____

CERTIFICATE OF APPROVAL FOR RECORDING

"I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR SPARTANBURG COUNTY, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION OF SPARTANBURG COUNTY, SOUTH CAROLINA AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY R.O.D."

DATE APR 19 2018

AUTHORIZED REPRESENTATIVE
SPARTANBURG COUNTY PLANNING COMMISSION

FINAL PLAT LAST REV. 4/18/18

BEXLEY PARK PH. 1

BOILING SPRINGS, 29316 SHEET 2 OF 2

OWNER
DEEP RIVER SOUTH, LLC
800 UNIVERSITY RIDGE #19
GREENVILLE, SC 29601

NO. OF ACRES: 13.62 MILES OF NEW ROAD: 0.28
NO. OF LOTS: 50 CURRENT ZONING: –
ERROR OF CLOSURE: 1:10,000 DATE: 1/19/18
TYPE OF DEVELOPMENT: PATIO HOMES

60 0 60 120
SCALE: 1"=60'

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN

DATE 4-16-18

DAVID MOONY, P.L.S.

RECEIVED
APR 18 2018
BY:

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 22748 DAVID W. MOONY

3D LAND SURVEYING
P.O. BOX 6494 GREENVILLE, SC 29604
864 275-0574 www.3dls.net

SOUTH CAROLINA 3D LAND SURVEYING, INC. No. C03019 CERTIFICATE OF AUTHORIZATION

EXHIBITB

Land Subject to Annexation in Future

Any land within one mile of the Property described in **Exhibit A** of this Declaration.

EXHIBIT C

Initial Rules and Regulations

The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration:

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, and information center and/or sales office for Declarant to assist in the sale of any property or portion thereof as described in **Exhibit A or B,** offices for any property manager retained by the Association, and business offices for Declarant or the Association consistent with this Declaration and any Supplemental Declaration.

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

(a) Parking any vehicles on streets or thoroughfares within the Community or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; however, constructions, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area.

(b) Raising, breeding or keeping animals, livestock or poultry of any kind, except that a reasonable number of dogs, cats (the combined number of dogs and cats not to exceed three) or other usual and common household pets may be permitted on a Lot. Any animal which, makes objectionable noise or, in the Board's judgment, constitutes a nuisance or inconvenience to the Occupants or other Lots, shall be removed by the Owner upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Rottweilers, put bulls, chows and other aggressive breeds of dogs shall not be allowed within the Community. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any pet while walking such pet on any Common Area. Pets shall be registered, licensed, and inoculated as required by law.

(c) Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the Occupants of other Lots;

(d) Any Activity that violates local, state or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities, which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity (including, without limitation, barking dogs) which in a reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Occupants of other Lots;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to Occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks; (j) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and builders approved by Declarant my dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers. Such containers shall be either screened from view or kept inside, except as reasonably necessary for pick-ups;

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

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

(n) Swimming, boating, use of personal floatation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Community, except that fishing from the shore shall be permitted with appropriate licenses. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community;

(o) Use of any Lot for operation of timesharing, fractions-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that (i) a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, (ii) a buried, underground tank for natural gas may be stored on a Lot if approved in advance by the ARC, and (iii) the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) Any business, trade, or similar activity, except that an Owner or Occupant residing in a Lot may conduct business activities within the Lot so long as; (i) the existence or operation

of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve door-to-door solicitation ofresidents of the Community (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community which noticeable greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the
security or safety of other residents within the Community, as may be determined in the Board's sole discretion.

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 providers receives a fee, compensations, or other form of consideration, regardless of whether; (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

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

(s) Capturing, trapping, or killing of wildlife within the Community, except in circumstances posing a imminent threat to the safety of persons using the Community

(t) Feeding wildlife within the Community, provided, however, that feeding birds by small bird houses located within the tree(s) on a Lot shall bepermitted;

(u) Any activities which material disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community;

(v) Conversion of any carport or garage to a finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article V;

(w) Operation of motorized vehicles on pathways or trails maintained by the Association;

(x) Any construction, erection, placement, or modification of anything, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provision of Article V of the Declaration. This shall include, with limitation, landscaped or grassed area, signs, basketball hoops, swing sets, and similar sports and play equipment, clothesline, garbage cans, woodpiles, docks, piers, and similar structures, hedges, walls, dog runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed are of a Lot with much or stone; and

(y) Use of exterior decorative lights, including holiday displays, with a light bulb color other than white, furthermore, if a holiday display creates a significantly increased traffic flow within the Community, the Lot's Owner or Occupant responsible for such display shall remove it upon request

of the Board and if the Owner or Occupant does not remove such display within a reasonable time, the Board may remove the display;

3. Prohibited Conditions. The following shall be prohibited within the Community:

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

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

(c) Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant and the Association shall have the right to draw water from such sources;

(d) Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the community; and satellite dishes which are one meter or less in diameter ("Permitted Devices") shall be permitted, provided however, that any such Permitted Device must be placed in the least conspicuous location on the Lot (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Architectural Guidelines; no more than one Permitted Device may be installed per Lot; and

(e) Installation of exterior decorative items, including, but not limited to, statuary, fountains or wishing balls, but not including flags, political signs, banners, symbols and/or permitted exterior decorative lights, except that the Association may adopt reasonable time, number, size, place and manner restrictions regulating displays which are visible from outside the Lot.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All Leases shall be in writing. The Board may require a minimum lease term; however, in no case shall such term be shorter than six (6) months. No Owner shall lease any Lot without first contracting a professional, licensed property management company to manage the Lot and the lease, and without first providing the Association with a copy of that Contract. No owner shall lease any Lot without first providing all lessees with copies of the Governing Documents and to comply with and adhere to all of the Governing Documents. A true copy of each executed lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease.

DEE-2019047771
Recorded 2 on 10/08/2019 02:23:51 PM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 125-P PG:556-557

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION RECORDED AT

Deed Book 119-M at Page 716

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision(the "First Amendment") is made 4th day of May, 2019, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant" pursuant to Section 11.10 of those certain Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision dated May 3, 2018 and recorded in Deed Book 119-M at Page 716, (the "Declarations"). The Declarant states and declares as follows:

1. Section 4.3.12. Section 4.3.12 of the Declarations is hereby removed and replaced with the following:

> 4.3.12 Square Footage Restrictions. Any single-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed living area of one thousand one hundred fifty (1,150) square feet. Any one-and-a-half story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand two hundred fifty (1,250) square feet. Any two-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand five hundred fifty (1,550) square feet. Any single-story dwelling erected on a Single Family lot in Bexley East shall shall contain a minimum enclosed living area of one thousand four hundred and fifty (1,450) square feet. Any one-and-a-half story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand six hundred (1,600) square feet. Any two-story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand seven hundred (1,700) square feet. The term "enclosed living area" as used in this Sections shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6, but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property.

2. Section 17.3 is hereby amended to correct a scrivener's error to change the reference to Section 11.11 to Section 11.10.

Except for the amendments set forth herein, the Declaration shall remain in full force and effect.

Signature Page
First Amendment to Declaration of Covenants and Restrictions
for Bexley Park Subdivision

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

WITNESSES:

Witness #1 Rebecca H. Steen

Witness #2 Brian Price

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC
An Ohio limited liability company

By: S. Gillespie
Print Name: Scott Gillespie
Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, Rebecca H. Steen, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 8th day of October, 2019.

Notary for the State of South Carolina
Print Name: Rebecca H. Steen
My Commission Expires: 6/6/2023

NOTARY SEAL

REBECCA H. STEEN
NOTARY PUBLIC
SOUTH CAROLINA
COM. EXP. 06-06-2023

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

STATE OF SOUTH CAROLINA	)	**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION RECORDED AT**
	)	
COUNTY OF SPARTANBURG	)	**Deed Book 119-M at Page 716**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision(the "First Amendment") is made 6 day of May, 2019, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant" pursuant to Section 11.10 of those certain Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision dated May 3, 2018 and recorded in Deed Book 119-M at Page 716, (the "Declarations"). The Declarant states and declares as follows:

1. Section 4.3.12. Section 4.3.12 of the Declarations is hereby removed and replaced with the following:

> 4.3.12 Square Footage Restrictions. Any single-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed living area of one thousand one hundred fifty (1,150) square feet. Any one-and-a-half story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand two hundred fifty (1,250) square feet. Any two-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand five hundred fifty (1,550) square feet. Any single-story dwelling erected on a Single Family lot in Bexley East shall shall contain a minimum enclosed living area of one thousand four hundred and fifty (1,450) square feet. Any one-and-a-half story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand six hundred (1,600) square feet. Any two-story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand seven hundred (1,700) square feet. The term "enclosed living area" as used in this Sections shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6, but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property.

2. Section 17.3 is hereby amended to correct a scrivener's error to change the reference to Section 11.11 to Section 11.10.

Except for the amendments set forth herein, the Declaration shall remain in full force and effect.

Signature Page
First Amendment to Declaration of Covenants and Restrictions
for Bexley Park Subdivision

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

WITNESSES:

Witness #1 Rebecca H. Steen

Witness #2 Bri Price

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC

An Ohio limited liability company

By S T Gillespie

Print Name: Scott Gillespie

Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, Rebecca H. Steen, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 8th day of ~~May~~ October, 2019.

Notary for the State of South Carolina
Print Name: Rebecca H. Steen

My Commission Expires: 6/6/2023

NOTARY SEAL

REBECCA H. STEEN
NOTARY PUBLIC
SOUTH CAROLINA
COM. EXP. 06-06-2023

DEE-2018-30101

DEE BK 120-H PG 13-15

Recorded 3 Pages on 07/05/2018 01:43:57 PM
Recording Fee: $10.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION

Recorded in Deed Book 119-M, Page 716

This Annexation to Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision (the "Annexation") is made 29 day of June, 2018, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant."

Preliminary Statement

The Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision dated May 3, 2018 which were recorded May 3, 2018 in Deed Book 119-M at Page 716 of the records of the Spartanburg County Register of Deeds (the "Declaration"). Section 10.1 of the Declaration permits the Declarant to subject additional property to the Declaration any property within one mile of the property described in Exhibit A of the Declaration. The Declarant is subjecting the property described on Exhibit A-1 to the Declarations (the "Annex Property").

Agreement

THEREFORE, the Declarant hereby agrees and exercises its rights as follows:

1. Declarant hereby subjects the Annex Property to the Declaration and declares that henceforth all portions of the Annex Property shall be held and owned subject to the terms, provisions, covenants, conditions and restrictions of the Declaration, which shall run with the Annex Property and which shall be binding upon all owners of any portion of the Annex Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

2. The Annex Property shall become part of the Property as described in Exhibit A of the Declaration.

3. Except as modified hereby, the Declaration shall remain in full force and effect.

Signature Page

Annexation Declaration of Covenants and Restrictions
for Bexley Park Subdivision

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

WITNESSES:

Witness #1

Witness #2

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC
An Ohio limited liability company

B :y S Gillespie

PrintName: Scott Gillespie

Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF ~~SPARTANBURG~~ Greenville

I, PAUL J. HARRISON, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

~~Witness my~~ hand and official stamp or seal, this the 29 day of June, 2018.

Notary for the State of South Carolina
Print Name: PAUL J. HARRISON

My Commission Expires: 2/25/25

NOTARY SEAL

PAUL J. HARRISON NOTARY PUBLIC My Commission Expires 02/25/25 SOUTH CAROLINA

EXHIBIT A-1

All that certain property shown on the Final Plat entitled Bexley Park Ph. 2A by 3D Land Surveying recorded in Plat Book 174 at Page 253 on June 18, 2018 in the records of the Spartanburg County Register of Deeds.

DEE-2018-30101

DEE BK 120-H PG 13-15

Recorded 3 Pages on 07/05/2018 01:43:57 PM
Recording Fee: $10.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION

Recorded in Deed Book 119-M, Page 716

This Annexation to Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision (the "Annexation") is made 29 day of June, 2018, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant."

Preliminary Statement

The Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision dated May 3, 2018 which were recorded May 3, 2018 in Deed Book 119-M at Page 716 of the records of the Spartanburg County Register of Deeds (the "Declaration"). Section 10.1 of the Declaration permits the Declarant to subject additional property to the Declaration any property within one mile of the property described in Exhibit A of the Declaration. The Declarant is subjecting the property described on Exhibit A-1 to the Declarations (the "Annex Property").

Agreement

THEREFORE, the Declarant hereby agrees and exercises its rights as follows:

1. Declarant hereby subjects the Annex Property to the Declaration and declares that henceforth all portions of the Annex Property shall be held and owned subject to the terms, provisions, covenants, conditions and restrictions of the Declaration, which shall run with the Annex Property and which shall be binding upon all owners of any portion of the Annex Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

2. The Annex Property shall become part of the Property as described in Exhibit A of the Declaration.

3. Except as modified hereby, the Declaration shall remain in full force and effect.

Signature Page

Annexation Declaration of Covenants and Restrictions
for Bexley Park Subdivision

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

WITNESSES:

Witness #1

Witness #2

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC
An Ohio limited liability company

B :y S Gillespie

PrintName: Scott Gillespie

Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF ~~SPARTANBURG~~ Greenville

I, PAUL J. HARRISON, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

~~Witness my~~ hand and official stamp or seal, this the 29 day of June, 2018.

Notary for the State of South Carolina
Print Name: PAUL J. HARRISON

My Commission Expires: 2/25/25

NOTARY SEAL

PAUL J. HARRISON NOTARY PUBLIC My Commission Expires 02/25/25 SOUTH CAROLINA

EXHIBIT A-1

All that certain property shown on the Final Plat entitled Bexley Park Ph. 2A by 3D Land Surveying recorded in Plat Book 174 at Page 253 on June 18, 2018 in the records of the Spartanburg County Register of Deeds.

DEE-2019047771
Recorded 2 on 10/08/2019 02:23:51 PM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 125-P PG:556-557

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEXLEY PARK SUBDIVISION RECORDED AT

Deed Book 119-M at Page 716

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision(the "First Amendment") is made 9 day of May, 2019, by Boiling Springs Land Holdings, LLC an Ohio limited liability company, hereinafter referred to as the "Declarant" pursuant to Section 11.10 of those certain Declaration of Covenants, Conditions and Restrictions for Bexley Park Subdivision dated May 3, 2018 and recorded in Deed Book 119-M at Page 716, (the "Declarations"). The Declarant states and declares as follows:

1. Section 4.3.12. Section 4.3.12 of the Declarations is hereby removed and replaced with the following:

> 4.3.12 Square Footage Restrictions. Any single-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed living area of one thousand one hundred fifty (1,150) square feet. Any one-and-a-half story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand two hundred fifty (1,250) square feet. Any two-story dwelling erected on a Patio Home lot in Bexley West shall contain a minimum enclosed area of one thousand five hundred fifty (1,550) square feet. Any single-story dwelling erected on a Single Family lot in Bexley East shall shall contain a minimum enclosed living area of one thousand four hundred and fifty (1,450) square feet. Any one-and-a-half story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand six hundred (1,600) square feet. Any two-story dwelling erected on a Single-Family lot in Bexley East shall contain a minimum enclosed area of one thousand seven hundred (1,700) square feet. The term "enclosed living area" as used in this Sections shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6, but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property.

2. Section 17.3 is hereby amended to correct a scrivener's error to change the reference to Section 11.11 to Section 11.10.

Except for the amendments set forth herein, the Declaration shall remain in full force and effect.

Signature Page
First Amendment to Declaration of Covenants and Restrictions
for Bexley Park Subdivision

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

WITNESSES:

Witness #1 Rebecca H. Steen

Witness #2 Bria Pons

DECLARANT:

BOILING SPRINGS LAND HOLDINGS, LLC
An Ohio limited liability company

By: S Gillespie
Print Name: Scott Gillespie
Title: Manager

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, Rebecca H. Steen, a Notary Public of the County and State aforesaid, certify that Scott Gillespie, personally appeared before me this day and acknowledged that he is the Manager of Boiling Springs Land Holdings, LLC, an Ohio limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said limited liability company.

Witness my hand and official stamp or seal, this the 8th day of October, 2019.

Notary for the State of South Carolina
Print Name: Rebecca H. Steen

My Commission Expires: 6/6/2023

NOTARY SEAL

REBECCA H. STEEN
NOTARY PUBLIC
SOUTH CAROLINA
COM. EXP. 06-06-2023

DEE-2021015224
Recorded 6 on 03/22/2021 11:31:59 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 131-M PG:546-551

BY-LAWS OF BEXLEY PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE ONE
OFFICES

1.1 Name. The name of the Association is BEXLEY PARK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 Location. The principal office and mailing address of the Association shall be located at 8499 Valley Falls Road, Boiling Springs, South Carolina 29316, or such location as may be designated by the Board of Directors.

ARTICLE TWO
MEETINGS OF THE ASSOCIATION

2.1 Annual Meeting Date. The annual meeting of Association shall be held on the 2nd Monday in January of each year, or if said date be a legal holiday, then on the next succeeding day which is not a holiday.

2.2 Special Meeting. Special meetings of the Association may he called at any time by the President or by Lot Owners having forty (40%) percent or more of the total vote of the Association.

2.3 Place. Annual or special meetings of the Association may be held at any place within reasonable proximity to Bexley Park in Spartanburg County, South Carolina, as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the Association.

2.4 Notice. Notice of annual or special meetings of the Association shall be given to each Lot Owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, stating the time, place and purpose of such rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.5 Quorum. A quorum shall be deemed present throughout any meeting of the Lot Owners until adjourned if Lot Owners, in person or by proxy, entitled to cast more than one-half (1/2) of the votes of the Association are present at the beginning of such meeting.

2.6 Vote of Lot Owners. On all matters upon which the Lot Owners are entitled to vote, each Lot Owner shall be entitled to cast the number of votes which are allocated to each Lot owned by such Lot Owner by the Covenants, Conditions and Restrictions for Bexley Park Subdivision, filed in the Office of the Register of Deeds for Spartanburg County in Deed Book 119-M at Page 716, as may be amended from time to time (the "Declaration"). Any action of the Association shall be deemed valid upon the majority vote of the members present in person or by proxy at any annual or special meeting of the Association at which a quorum is present, unless the laws of South Carolina provide for an affirmative vote greater than a majority. The vote of the Owners of a Lot owned by a corporation or other legal entity shall be cast by the person named in a certificate signed by the agent of such corporation, or by a general partner of a partnership, as the case may be, and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a

certificate is not on file, the vote of such Lot shall not be considered in determining the requirement for a quorum not for any other purpose. In no event shall more than one vote be cast with respect to any Lot.

2.7 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the Lot Owner of his Lot.

2.8 Suspension of Membership and Voting Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such person/entity may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.9 Presiding Officer. The presiding officer at all meetings of the Lot Owners shall be the President, in whose absence the Vice President shall preside. If neither of such officers is present, the members shall elect a chairman to preside at the particular meeting.

2.10 Adjournments. Any meeting of the Lot Owners, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

2.11 Action in Lieu of Meeting. Any action to be taken at meeting of the Lot Owners, or any action that may be taken at a meeting of the Lot Owners, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Lot Owners entitled to vote with respect to the subject matter thereof and any further requirements of law pertaining to such consents have been complied with.

ARTICLE THREE
DIRECTORS

3.1 General Powers. The powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the Lot Owners. The Board of Directors shall have the authority to adopt from time to time reasonable rules and regulations governing the use of the submitted property by the Lot Owners. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the Directors present at the meeting.

The Board of Directors shall also be authorized to enter into such agreements for professional management of the Association as the Board shall deem to be in the best interests of the Association; provided, however, that all such agreements must provide for termination on ninety (90) days written notice and a maximum contract term of one (1) year.

3.2 Initial Board of Directors Comprised of Developer. Scott Gillespie shall be the sole and exclusive director until such time as Boiling Springs Land Holdings, LLC sells, transfers or otherwise conveys twenty (20) of the Lots to another person or entity (the "Initial BOD Period"). During the Initial BOD Period, no other directors shall be permitted.

3.3 Number of Directors. Upon the expiration of the Initial BOD Period, the Board of Directors of the Association shall consist of a minimum of one (1) member and a maximum of four (4) members. Board members shall be elected at each annual meeting of the Lot Owners and serve for a term of one year or until their successors are elected.

3.4 Nomination. Nominations for election for the Board of Directors shall be made from the floor at the annual meeting. Such nominations shall be made from among the members of the Association.

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

3.6 Vacancies. The Directors may fill the place of any Director which may become vacant prior to the expiration of his term, and such appointment by the Directors is to continue until the expiration of the term of the Director whose place has become vacant.

3.7 Meetings. The Directors shall meet annually without notice, following the annual meeting of the Lot Owners. Special meetings of the Directors may be called at any time by the President or by any Director, on two days' notice to each Director, whichnotice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

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

3.9 Action in Lieu of Meeting. Any action to be taken at a meeting of Directors, or any action that may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors and any further requirements of law pertaining to such consents have been complied with.

3.10 Compensation. Officers and Directors shall serve without compensation, but they shall be entitled to reimbursement for reasonable expenses incurred in the performance of their duties.

ARTICLE FOUR
OFFICERS AND THEIRDUTIES

4.1 Enumeration of officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other offices as the Board may from time to time by resolution create.

4.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

4.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

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

4.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

4.8 Duties. The duties of the officers are as follows:

(a) President - The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

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

(c) Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the

Board of Directors shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members. The Treasurermaybe appointed by the Board of Directors fromamongthe Lot Owners, and need not be a member of the Board of Directors.

ARTICLE FIVE
COMMITTEES

5.1 The Board of Directors may appoint anycommittees deemed appropriate in carrying out its purposes.

5.2 It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field ofresponsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE SIX
INSPECTION OF BOOKS; NOTICE TO MORTGAGEES

6.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Lot Owner or the mortgagee of any Lot Owner.

6.2 All mortgagees who request the same shall be entitled to receive a written notification from the Association of any default in the performance by the individual Lot Owner/mortgagor of any obligation under the condominium instruments which is not cured within sixty (60) days.

ARTICLE SEVEN
SEAL

7.1 The seal of the Association shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Association followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Association. The seal shall be in the custody of the secretary and affixed by him on all appropriate papers.

ARTICLE EIGHT
RESOLUTION OF CONFLICTS

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

ARTICLE NINE
FISCAL YEAR

9.1 The Board of Directors shall be authorized to fix the fiscal year of the Association and to change the same from time to time as it shall deem appropriate.

END OF BY-LAWS

ADOPTED THIS THE 3RD DAY OF MAY, 2018.

By: _____
Scott Gillespie

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	Bexley Park Homeowners Association, INC. RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170): 1. BEXLEY PARK HOMEOWNERS ASSOCIATION, INC. COMMUNITY VIOLATIONS FINES Declaration originally recorded in Book 119-M at Page 716

WHERAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration Covenants, Conditions, and Restrictions For Bexley Park Subdivision, was recorded on May 3, 2018 in the Office of the Register of Deeds for Spartanburg County in Deed Book 119-M at Page 716 (as amended and supplemented, the **"Declaration"**); and

WHEREAS, pursuant to the Declaration, Bexley Park Homeowners Association, INC. is the Homeowners Association for Bexley Park Subdivision; and

WHEREAS, Bexley Park Homeowners Association, INC. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Bexley Park Homeowners Association, INC. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bexley Park Homeowners Association, Inc. Community Violations Fines, Attached As **Exhibit A**

DEE-2022-36910

DEE BK 138-B PG 600-603

Recorded 4 Pages on 07/15/2022 08:46:26 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

[[SIGNATURE PAGE TO FOLLOW]]

IN WITNESS WHEREOF, Bexley Park Homeowners Association, INC. has by its duly authorized officer set its hand and seal this 22 day of June, 2022.

SIGNED SEALED AND DELIVERED
in the presence of:

Kimberly Agnew
(witness #1)

Allyson Stovall
(witness #2)

Bexley Park Homeowners Association, INC

By: L. Thompson (L.S.)

Print Name: Lynette Thompson

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that Bexley Park Homeowners Association, INC, by Lynette Thompson, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of June, 2022.

Susie M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10-29-25

Bexley Park Homeowners Association Board - Community Violations

Violation	First Violation	# Days to Resolve	Second Violation	# Days to Resolve	Third & Subsequent	# Days To Resolve
Aesthetic						
Aesthetic - Garbage can in front of home or unapproved location	Friendly reminder	Immediate	$50 fine	Immediate	$100 fine	Immediate
Aesthetic - Improperly stored items visible from street	Friendly reminder	10 days	$50 fine	10 days	$100 fine	Immediate
Aesthetic - Portable basketball goal on street or street edge of driveway	Friendly reminder	Immediate	$50 fine	Immediate	$100 fine	Immediate
Aesthetic - Faded or unapproved exterior paint	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	14 days to contact Mgmt co. with plan	$100 fine	Immediate
Aesthetic - Pressure washing	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	14 days to contact Mgmt co. with plan	$100 fine	Immediate
Aesthetic - Other violation or maintenance required	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	14 days to contact Mgmt co. with plan	$100 fine	Immediate
Fence						
Fence - Needs staining or repair	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	14 days to contact Mgmt co. with plan	$100 fine	Immediate
Fence - Other violation or maintenance required	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	14 days to contact Mgmt co. with plan	$100 fine	Immediate
Landscaping						
Landscaping - Overgrown weeds in lawn or plant bed areas	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	10 days	$100 fine	Immediate
Landscaping - Bare spots in yard	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	10 days	$100 fine	Immediate
Landscaping - High grass	Friendly reminder	10 days	$50 fine	10 days	$100 fine	Immediate
Landscaping - Overgrown shrubs	Friendly reminder	10 days	$50 fine	10 days	$100 fine	Immediate
Landscaping - Ruts/holes in yard	Friendly reminder	14 days to contact Mgmt co. with plan	$50 fine	10 days	$100 fine	Immediate
Landscaping - Other violation or maintenance required	Friendly reminder	10 days	$50 fine	10 days	$100 fine	Immediate
Vehicle						
Vehicle - Parking in street, grass, common areas, etc.	Friendly reminder	Immediate	$50 fine	Immediate	$100 fine	Immediate
Vehicle - Extended parking in street	Friendly reminder	Immediate	$50 fine	Immediate	$100 fine	Immediate
Vehicle - Improperly stored trailer, boat, etc.	Friendly reminder	10 days	$100 fine	10 days	$200 fine	Immediate
Other						
Negligent damage to community property	Final Notice plus full cost of repairs or replacement	Immediate	$250 fine plus full cost of repairs or replacement	Immediate	$500 fine plus full cost of repairs or replacement	Immediate
Unapproved project	Final Notice	14 days to submit ARC request	$250 fine	14 days to submit ARC request	$500 fine	14 days to submit ARC request
Covenants / Rules & Regulations (pets, etc.)	Friendly reminder	10 days	$50 fine	10 days	$100 fine	10 days

EXHIBIT "A"

Bexley Park Homeowners Association Board - Community Violations

Effective Date: 06/16/2022

Damage to community property consists of any and all negligent acts by a homeowner, family member or visiting guest. The homeowner accepts all responsibility of their families and invited guests. As such, the homeowner will be held liable for any direct or indirect community property damage by themselves, their family members, residents living within their home, their guests and visitors. The homeowner will be responsible for paying 100% of all repairs resulting from the negligence. Cost of repairs will be communicated by the Management company and billed directly to the homeowner. Non-payment will lead to further collection actions. Additional violations for damage of community property will consist of the cost of repairs PLUS an additional fine.

Landscaping - It is understood that weeds and bare spots in the lawn may not be resolved in 14 days. Violations for weeds and bare spots require that the homeowner contact the Management company within 14 days and provide either (a) proof of treatment, or (b) an acceptable plan to treat and resolve the issue.

After a third violation, the HOA Board of Directors will determine an increasing fine amount to be deliverd each month, with a maximum monthly fine amount to not exceed $1000.00 in a calendar month. At any point after the third violation, the HOA Board of Directors may elect to pursue legal actions to resolve the issue.

Resolved violations will reset in 12 months from the date of resolution, as long as no further violations occur within the same category (Aesthetic, Fence, etc.). If other violations occur that are in the same category and within 12 months of the most recent violation, it will be considered a 2nd, 3rd or subsequent violation (as applicable). For example, a high grass violation was resolved 8/1/2022 and overgrown shrubs was resolved 6/5/2023 , the overgrown shrubs violation would be considered a 2nd violation and subject to a $50 fine.

"Covenants / Rules & Regulations" violations will be used to support the enforcement of less-frequent Covenant and Rules & Regulations' violations that are not specifically stated above. The standard assessment fee schedule will apply, as stated above.

Any delinquent assessments or HOA dues will be subject to late fees. Late fees will be applied at rates permitted by the Covenants and will NOT be waived.