

2. Common Properties shall mean and refer to those portions of the Property with any improvements thereon which are deeded to the Association for the use and benefit of its Members. The term Common Properties shall also include any personal property acquired by the Association if said property is designated a Common Property. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for the use as Common Properties shall lose their character as Common Properties upon expiration of such Lease.
3. Development shall mean and refer to the Lots and the Common Properties within the property described in Exhibit A hereof together with such additional properties as may be made subject to this declaration by Declarant.
4. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time by instruments filed of record.
5. Declaration of Rights, Restrictions, Etc. shall mean and refer to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to the Development as the same may be amended from time to time by instruments filed of record.
6. Lot shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of the Declaration as such Lots will be shown, with respect to the land on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of Lots and with respect to Additional Property, on plats which will be filed of record by Declarant at the appropriate time.
7. Member shall mean and refer to all those Owners who are members of the Association as defined in Paragraph 1 of Article III.
8. Owner shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the Clerk of Court for Court of Anderson County, South Carolina, whether it be one or more persons, firms,

associations, corporations, or other legal entities, of fee simple title to any Lot and Townhouse located within the Development but notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu or foreclosure; nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Court for Anderson County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which (i) the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of the contract, (ii) the purchaser does not receive title to the property until such payments are made and (iii) the purchaser is given the use of said property.

9. Property, unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon. Property shall also include Additional Property, if and when applicable.
10. Resident shall mean and refer to the lessee under a written agreement for the rent and hire of a Lot and Townhouse in Development.
11. Townhouse or family Dwelling Unit shall mean and refer to the improvements constructed on each Lot.

ARTICLE II
PLAN OF DEVELOPMENT

1. Plan of Development of Property. The Property shall contain Lots upon which the Declarant shall construct Townhouses. The property shall also include paved parking areas, drives, roads, utility systems, and other improvements or easements serving the Lots. A plat of the general area and proposed location of the Townhouses and other improvements on the property and the dimensions of the Lots of Exhibit A will be filed of record prior to the conveyance of the first Townhouse to the purchaser thereof. The Lots shall be restricted exclusively to the single-family residential use

in accordance with the provisions of this Declaration. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot primarily for the purpose of sale, to make improvements and changes to all Common Areas and to all Lots owned by Declarant (other than changes to the location of the boundaries of the Lots) including, without limitation (i) addition to and realignment of parking spaces, (ii) installation of any utility systems and facilities, (iii) installation of security and refuse facilities, and (iv) work related to the exteriors and roofs of Townhouses.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person who is the record owner of a fee simple or undivided fee simple interest in any Lot that is subject to the Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, regardless of whether title to a Lot is vested in more than one Owner, shall have more than one membership or one vote per Lot.
2. Voting Rights. Each lot shall be entitled to one vote to be cast by the Owner thereof. When any Lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or, if two or more persons or entities have the same fiduciary relationship respecting the same property, or, if property is owned by a corporation, then such Owners shall file with the Secretary of the Association and instrument in writing signed by all such Owners designating one Owner (or in the case of a Corporation, one of its officers) to cast the vote which is attributable to such Lot. The principle of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections, and for the purpose of ascertaining the presence of a quorum.

3. Governing Body. The Association shall be governed by a Board of Directors consisting of three (3) Members. Subject to the provisions of Article III, Section 6, the election of the Board of Directors shall be by the Members as provided in the By-Laws.
4. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the members at a meeting of the Association shall be as follows: The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty five percent (25%) to the total vote of the membership shall constitute a quorum for such second meetings. Any such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to votes cast at a duly called meeting shall be construed to be subject to the quorum requirements for such duly called meetings which may be established by the By-Laws of the Association. For the purpose of this section, proper notice shall be deemed to be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.
5. Proxies. All members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing.
6. Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THE DECLARATION, IN THE ARTICLES OF INCORPORATION (OR SIMILAR DOCUMENT), OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the sole and exclusive right to appoint and remove Directors of the Association and Officers of the Association until such time as the first of the following events shall have occurred: (i) the expiration of seven (7) years from the date of the recording of this Declaration; (ii) the sale of the last Townhouse which Declarant elects to build; or (iii) the surrender of such right by the Declarant evidenced by an express amendment hereto recorded in the public records of

the county in which this Declaration is recorded. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing. Upon expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall automatically pass to the Members including Declarant if Declarant then owns one or more lots and a special meeting of the Association shall be called at such time. At such special meeting, the Members shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during the period of Declarant's right to control the Association shall be subject to cancellation and termination by majority vote at any time during the twelve (12) months next immediately following the expiration of such period of Declarant's control.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Owner's Easements of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations established from time to time by the Association, and any fees or charges established by the Association, every Owner, resident and tenant shall have an easement of ingress and egress over all paved portions of the Common Properties and of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot and Townhouse.
2. Title to Common Properties. Declarant shall convey to the Association, at no cost to the Association, by limited warranty deed, the real property designated as Common Properties on the final, recorded plat of the Development. Such conveyance shall be subject to all matters of record. Upon such conveyance, the Association shall immediately become responsible for all maintenance of such Common Property.

3. Extent of Owner's Easement. The easements of ingress, egress, use and enjoyment created hereby shall be subject to the following:
- a. The right of the Association to suspend the rights and easements of use of any Owner, resident or tenant of any Lot for any period during which the payment of any assessment made by the Association against such Lot remains delinquent and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment. No suspension of rights and easements hereunder shall be effective against the holder of a mortgage on the property or any person acquiring title through a sale ordered in connection with the foreclosure of such mortgage.
 - b. The right of the Association by action of its Board of Directors to dedicate or transfer to any public or private utility, or municipality any part of the Common Properties.
 - c. The rights and easements of the Association as set forth in Section 4, below.
 - d. The rights and easements of the Declarant set forth in Section 5, below.
 - e. The right of the Association to grant easements and to dedicate or transfer fee simple title to all or any part of the Common Properties including leasehold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Association; provided that no such dedication or transfer to fee simple title shall be effective unless authorized by the affirmative vote of a simple majority of votes cast at a duly called meeting of the Association and by Declarant so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof, an unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such

meeting. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made by the President or Vice President and attested by the Secretary or assistant Secretary of the Association and such certificate together with a certificate executed by the Declarant, if such consent is required, shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

4. Easements for Association. There shall be a general right of easement for the benefit of the Association, its directors, officers, agents and employees, including but not limited to, any manager employed by the Association, to enter upon the Property (but not inside a Townhouse) or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, when ever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot, Townhouse, garage, or other structure or improvement directly affected thereby. In that connection, the Board of Directors has the power to grant and accept easements upon, over, under, and across all of the Common Areas for ingress, egress, installing, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities, telephone, water and sewer lines; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain written consent of Declarant prior to granting and accepting any such easements. In addition, the Board of Directors has the power to grant and accept such easements upon, over, under and across all of the Common Areas as may be reasonably necessary or desirable for the improvement of any portion of the Property provided, however, that for as long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain written consent of the Declarant prior to granting and accepting any such easements. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain upon the Property the necessary poles and other necessary equipment.

5. Easements for Declarant.

- a. Construction. During the period that the Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Additional Property, whether or not a part of the Development, Declarant and its duly authorized representatives, agency, and employees shall have a transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing Townhouses on the Lots and making such other improvements to the Property as are contemplated by this Declaration and to the Additional Property as Declarant, in its sole discretion, desires, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of installing, replacing, and maintaining all Townhouses and other improvements within the Development, as well as utilities serving the Property or the Additional Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.
- b. Sales Office. Notwithstanding any provisions or restrictions herein to the contrary, Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a construction office, a business office, and model Townhouses on the property, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement and sale of Lots or the Additional Property, for so long as Declarant owns any Lot primarily for the purpose of a sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

ARTICLE V
COVENANTS FOR ASSESSMENT

1. Creation of Lien and Personal Obligations of Assessment. Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agreed to all the terms and provisions of the Declaration and to pay to

the Association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purpose set for in this Article. Regular annual assessments and special assessments are to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special collections therefore, as hereinafter provided, shall constitute a lien on the Lots against which each assessment is made. Each such assessment, together with assessed interest thereon and all costs of collection, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of Common Properties or abandonment of his Lot and Townhouse.

2. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Declarant shall pay the annual assessment for all Lots owned by Declarant and containing an occupied Townhouse; provided, however, that Declarant shall not be responsible for assessments on Lots which do not contain an occupied Townhouse.
3. Purpose of Regular Annual Assessment. The regular annual assessment shall be levied by the Board of Directors of the Association, shall be payable monthly and shall be used exclusively for the improvement, maintenance, and repair and enhancement of the Common Properties, and to provide the required services as set forth in Article VI, Section 2 hereof and to provide so many of the discretionary services set forth in Article VI, Section 3 as the Board of Directors may elect to provide.
4. Special Assessments. In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy special assessments against Lots for the following purposes to the extent any regular annual assessment is insufficient:
 - a. Repair or replacement of any paved areas located on the Common Properties.

- b. Repair, replacement and maintenance of the walls and landscaping on the Common Properties.
 - c. To provide for the necessary facilities and equipment to offer the services authorized herein.
 - d. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.
 - e. To repair and maintain the exterior surfaces, excluding roofs, of each Townhouse constructed on a Lot.
5. Before any special assessment is levied by the Association, it must receive the assent of a simple majority of votes cast at a duly held meeting of the Association. In mailing out the notice of such meeting, the Association shall include in the notice one statement from those Directors favoring the special assessment (if any), and one statement from those Directors opposing the special assessment (if any), containing the reasons for those Director's support or opposition for the assessment. Neither statement shall exceed two (2) pages in length.
 6. Reserve Funds. The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest-bearing account or investments as reserve for (a) major rehabilitation, major repairs, or major maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss.
 7. Certificate of Payment. The Association shall upon demand at any time furnish to any Owner liable for any regular or special assessment, a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.
 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien, Remedies of Association. If the regular annual assessment or any special assessment is not paid by an Owner on or before its past due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of the lesser of (i) fifteen percent (15%) per annum, or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest thereon as provided

herein and all costs of collection, including attorneys fees) become a charge and continuing lien on the Lot and Townhouse, against which each such delinquent assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, Tenant, successors and assigns. If the assessment is not paid within thirty (30) days after the past due date, the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorneys fees.

9. Subordination of the Lien to of Mortgages: The lien of assessment provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon any Lot and Townhouse which, except for such lien for assessments, would constitute a first lien on the Lot and Townhouse. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to past due assessments, interest thereon and costs of collection.
10. Annual Statements. The president, treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$250.00. Such officer shall furnish to each Member of the Association who may request, in writing, a copy of such statement within thirty (30) days after receipt of such a request. Such copy may be furnished to the Member either in person or by mail.
11. Annual Budget. The Board of Directors shall prepare and make available to all Members, at least (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the upcoming year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

12. Uniform Assessment. All assessments made under this Declaration shall be equal among Lots, except for the reduction permitted by Section 2 of Article V in the regular annual assessment of unoccupied Townhouses owned by the Developer.
13. Working Capital Fund. In order to insure that the Association will have cash necessary to fund the operation of the Association, a reserve and working capital fund will be established. Funding will be supplied by Owners by payment at the closing of every Lot (and each successive closing thereafter) the sum of \$100.00 which will be for the use and benefit of the Association. Further, the Developer shall pay \$100.00 to the Association at the time the Developer conveys each Lot to the Initial Owner. Amounts Paid into the funds are not to be considered to be advance payment of regular assessments.

ARTICLE VI
FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties. Each Owner shall be responsible for the payment of all ad valorem taxes on his Lot and Townhouse.
2. Required Services. The Association shall be required to provide the following services:
 - a. Repair, replacement and maintenance of the Common Properties and all improvements located thereon.
 - b. Taking any and all actions necessary to enforce all covenants and restrictions affecting the Development and to perform all of the functions and duties delegated to the Association in any covenants or restrictions applicable to the Development.
 - c. Providing administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association.

- d. Review of an approval or disapproval of plans and specifications for (i) work to any Townhouse or (ii) landscaping on any Lot, all as provided for in the Declaration of Rights, Restrictions, Etc.
 - e. Maintenance of liability insurance for the Association in such amounts as shall be determined by the Board of Directors to protect the Association against claims for which the Board of Directors determine shall be covered, including without limitation, insurance for the officers and directors in connection with their management of the association.
 - f. Enforce the obligation of each Owner to maintain and keep in good repair the exterior of such Owner's Townhouse(s) and such Owner's Lot(s).
 - g. Maintenance of the Common Properties.
 - h. Painting of the exterior (excluding roofs) of all Townhouses so that the exterior integrity and appearance of each Townhouse is preserved.
3. Discretionary Services. The Association shall be authorized, but not required to provide the following services.
- a. Provide police protection and security to the Development including the employment of police and security guards.
 - b. The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.
 - c. Provide garbage and trash collection to each Townhouse within the Development.
 - d. To purchase hazard insurance covering the improvements located on the Common Properties and any items of personal property which are part of the Common Properties.
4. Obligation of the Association. The Association shall be obligated to carry out those services specified in Section 2 of this Article, but shall not be obligated to carry out or offer any of the functions and services specified in Section

3 of this Article. The functions and services listed in Section 3 to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced or may be changed in nature (i.e., from required to discretionary or vice versa) at any time upon the affirmative vote of a simple majority of the voting rights of those voting at a duly held meeting of Members together with the consent of the Declarant, so long as Declarant owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property, or any portion thereof, to the Development.

5. Pledge of Revenues. The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association in performing its authorized functions and to pledge the revenues of the Association as security of such loans.

ARTICLE VII MAINTENANCE

1. Owner's Responsibility. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include maintenance, repair and replacement of the roof, all fixtures, equipment, and appliances, (including, without limitation, the heating and air-conditioning systems of this Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of this Lot. The responsibility of the Owner shall also include the maintenance, repair and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens and glass-enclosed porches, balconies, or decks which are part of the Townhouse. Each Owner shall maintain and keep the exterior and grounds of his Townhouse in good, neat clean and sanitary condition and such responsibility shall include the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such Lots. Each Owner shall also be obligated to pay for the costs

incurred by the Association for repairing, replacing maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge. The Association may specially assess the Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within 30 Days after notice and demand from the Association, the Association shall have the rights set forth in Article V, Section 7, hereof.

ARTICLE VIII
GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period, the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of the Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal periods, a simple majority of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and all holders of first mortgages of any Owner or successor to such Owner consent in writing to the termination of this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given to each member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such

resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Office of the Clerk of the Court for Anderson County, South Carolina, and may be relied upon for the correctness of the facts contained herein as they relate to the termination of this Declaration.

2. Amendments. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) Lot in the Development. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3rds) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the Office of the Clerk of the Court for Anderson County, South Carolina), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, the total number of votes cast against the amendment. Such addendum shall be recorded in the Office of the Clerk of the Court for Anderson County, South Carolina. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of the Declarant until Declarant's rights under Section 6 of Article III have expired.

3. Notices. Any notice required to be sent to any Member under the provision of the Declaration shall be deemed to have been properly sent and notice thereby given when personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association, in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice is given to its predecessor in title.
4. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, against the land and to enforce any lien created by these covenants. Failure by the Association or any Member of the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver to estoppel of the right to enforce same thereafter.
5. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and to the subject thereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.
6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best accomplish the consummation of the general plan of this Declaration.

7. Authorized Action. All actions which the Association is allowed or required to take under this instrument and all approvals or disapprovals which the Association is authorized to make shall be authorized actions of the Association only if approved by the majority of Members of the Board of Directors of the Association present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.
8. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration or the Declaration of Rights, Restrictions, Etc., neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances inspections, permissions, consents or required approvals, whether given, granted or withheld or any act of Declarant.
9. Termination of Association. In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such significant manner that the Association is not able to function substantially as contemplated by the term hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all of the Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court for Anderson County, South Carolina, which trustee shall own and operate said Common Properties for the use and benefit of Owners within the Development as set forth below:
10. Each Lot shall be subject to an annual assessment which shall be paid by the Owner of such Lot to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee.
11. Any past due annual assessment together with interest thereon at the rate of fifteen percent (15%) per annum from the due date and all costs of collection including fifteen percent (15%) of the assessment and interest thereon as

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, and being shown as 6.348 acres on a survey prepared by R. D. Garrison, Reg. L.S. No. 3972, dated June 2, 2000 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1225 at Page 2-A, the metes and bounds, courses and distances as shown on said plat being incorporated herein by reference and made a part of this description.

020011328 03/27/2002 08:45:51AM
FILED, RECORDED, INDEXED
BK:04671 Pg:00011 Pages:21
RecFee:27.00 St Fee:0.00
Co Fee:0.00
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

FIRST AMENDMENT AND ADDENDUM TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TRIPPS LANDING

WHEREAS, at a duly called meeting of the Members of Tripp's Landing Homeowner's Association on October 28, 2011, a majority of at least two-thirds (2/3) of the Members approved an amendment to the Declaration of Covenants, Conditions, and Restrictions for Tripp's Landing, which such Declarations were recorded March 27, 2002 in Book 4671 at Page 11 in the Office of the Register of Deeds for Anderson County, South Carolina; and

WHEREAS, pursuant to Article VIII, Paragraph 2 of such Declarations, any amendment thereto approved by the Members shall be set forth in an Addendum to be recorded in the Office of the Register of Deeds for Anderson County, South Carolina,

NOW THEREFORE, the undersigned President and Secretary of the Association make this Addendum documenting the amendment as stated above:

- 1] The called meeting of the Association to consider the amendment was held on October 28, 2011.
- 2] Notice of the meeting was given to the Members on September 24, 2011.
- 3] The total of votes cast at the meeting was 16. The total votes required for a quorum was 11.
- 4] Two-thirds (2/3) of the votes cast, or 11 votes was necessary to adopt the amendment. 16 votes were cast in favor of the amendment and 0 votes were opposed.
- 5] The amendment approved is as follows:
Article V, Paragraph 8 is deleted and the following inserted in place thereof:

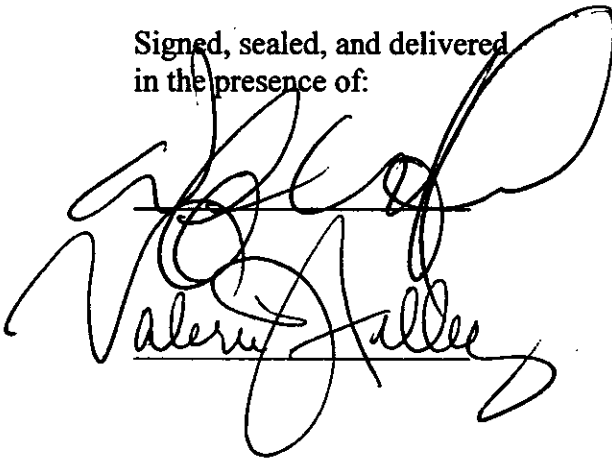
“ 8. Effect of Non-Payment of Assessment: the Personal Obligation of the Owner; the Lien Remedies of Association. If the regular annual assessment or any special assessment (or any monthly payment on such assessments) is not paid on or before its past due date, then such regular annual assessment or special assessment shall be considered delinquent and shall, automatically and immediately, together with any late fees and costs of collection as hereinafter provided, become a charge and continuing lien on the Lot and Townhouse, against which such delinquent assessment is made in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, successors and assigns. If any monthly payment on a regular annual assessment or special assessment remains delinquent for more than thirty (30) days, then the entire amount remaining due on the regular annual assessment or special assessment shall become due in full, and the entire amount due shall be a charge and continuing lien as provided above. Regular annual assessments and special assessments, if not paid in monthly payments, shall be due on the date specified by the Board of Directors. Any monthly payments on assessments shall be due on the first day of each month. Any assessment or installment, or portion thereof, not paid within ten (10) days of the due date shall incur a Ten Dollar (\$10.00) late fee. Any assessment or installment, or portion thereof, not paid within fifteen (15) days of the due date shall incur an additional Twenty-Five Dollar (\$25.00) late fee. Thereafter, any assessment or installment, or portion thereof remaining unpaid, shall incur an additional late charge of Twenty-Five Dollars (\$25.00) per month until paid, and such additional monthly late fees shall be assessed if the full amount due (which, in the case of a delinquent monthly payment, includes the entire annual assessment or special assessment which has been accelerated as provided above) has not been paid by the first day of that month. If any assessment or monthly installment is not paid within thirty (30) days after the past due date, the Association

may, at its election, bring an action at law against the Owner(s) personally or an action to foreclose its lien on the property. If a delinquent assessment is paced in the hands of an attorney for collection, there shall be added to the amount due on the delinquent assessment all costs of collection, including but not limited to a reasonable amount for attorney's fees."

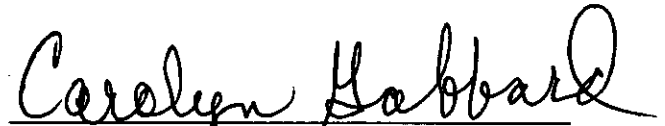
6] The amendment is effective upon approval and recording of this Addendum.

Executed this 27 day of January, in the year 2012.

Signed, sealed, and delivered in the presence of:


Valerie Hallee


W. GRADY ELLISON
President


CAROLYN GABBARD
Secretary

120002478 2/03/2012 04:33:19 PM
FILED, RECORDED, INDEXED
Bk: 10317 Pg: 00263 Pages:003
Rec Fee: 10.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

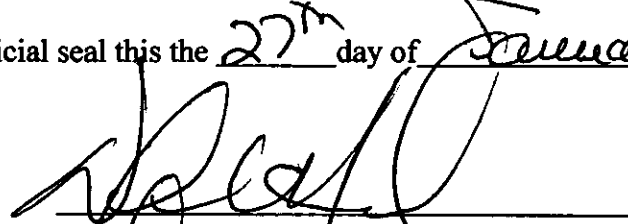
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, William C. Hood, a Notary Public for the State of South Carolina, do hereby certify that W. Grady Ellison and Carolyn Gabbard did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of January, 2012.

(SEAL)


Notary Public for South Carolina
My Commission Expires: 3/17/14