

State of South Carolina)	RESTATEMENT OF DECLARATION OF
County of Oconee)	COVENANTS, CONDITIONS & RESTRICTIONS
)	FOR MADISON POINTE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MADISON POINTE is made and entered into this ____ day of _____, 2023.

WHEREAS, on July 31, 2003, Distinguished Design, LLC, as the “original Declarant”, created covenants for Madison Pointe in that certain Declaration of Covenants, Conditions, and Restrictions for Madison Pointe found in the Deed Book 2036, page 150, recorded in the Office of Register of Deeds for Oconee County, South Carolina.

WHEREAS, the Declarant subjected that certain property (hereinafter “Madison Pointe” or the “Development”), located in Oconee County, South Carolina and described in particularity on the plats of survey recorded in Plat Book B-148, pages 1-2 in the Office of Register of Deeds for Oconee County, South Carolina, to the Original Declaration and all amendments and supplements thereto, stating in part.

WHEREAS, Madison Pointe, AKA the Madison Pointe HOA, is now known as the “new Declarant” will now supersede all previous Covenants, Conditions, and Restrictions written and recorded by Distinguish Design, LLC, known as the “original Declarant.”

STATEMENT OF PURPOSE

Madison Pointe HOA wishes to create a quality rural residential community and desires to ensure the attractiveness of the Development, to prevent any future impairment thereof and to prevent nuisances and enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the maintenance, and upkeep of any Common Areas and related easements within the Development, all for the common use and benefit of all Owners, including, but not limited to, streetlights, entrance monuments, and any medians located thereon. Madison Pointe HOA also prohibits short term leasing (less than one calendar year) and/or time sharing in the Development.

RECITALS

1. Madison Pointe desires to subject the Property to covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is, and are for the benefit of said Property and each owner of a portion thereof.
2. Madison Pointe HOA has deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining, administering, operating, and replacing the Common Areas and the improvements thereon as well as administering and enforcing the covenants, conditions, restrictions, collecting and disbursing the assessments and charges hereinafter created.
3. Madison Pointe HOA is incorporated as a non-profit corporation, for the purpose of exercising the aforesaid functions.

ARTICLE 1 – DEFINITIONS

Assessments shall mean assessments and charges levied by the Association against HOA members who are owners of the lots and shall include annual assessments, special assessments, and individual assessments as described in Article 10 of this Declaration.

Association or Declarant shall mean the Madison Pointe HOA Association.

Board shall mean the current President, Secretary and Treasurer of the Madison Pointe HOA.

Bylaws shall mean the bylaws of the Association attached hereto as Exhibit B and all amendments thereto.

Committee shall mean the current members of the Architectural Committee pursuant to Article 6 hereof.

Common Areas shall mean the areas of land described as "Common Property" or "Open Spaces." This property is intended to be devoted to the common use and enjoyment of the Members, subject to special rights and limitations, if any, granted to or imposed on Owners of lots. The Common Areas shall also include any storm water device that serves more than one (1) lot, any utility line located outside public streets right-of-way and public utility easements and serving more than one (1) lot and any shared facility or property required to be shared by Oconee County ordinances.

Community is all land associated in the Madison Pointe subdivision, including the Common Areas.

Common Expenses shall mean the expense, operation, maintenance, repair, or replacement of the Common Areas in fee, including payment of taxes, levies, coverage protection and assessments. Any expenses incurred shall be paid by the Association in connection with the discharge of its duties hereunder the Bylaws and its Articles of Incorporation.

Member shall mean a member of the Association and shall refer to an Owner in the Community.

Owner shall mean the record owner, whether one or more persons or entities, titled to any lot situated upon the Community. The owner shall not mean, or refer to any mortgage, unless and until such mortgages are pursuant to foreclosure or any proceeding in lieu of foreclosure.

Recorded Plat shall mean any map of the property recorded in the Oconee County Register of Deeds and is executed by the Declarant to show its consent thereto. In any case which the designation and/or boundary lines of the same property shown on two different Recorded Plats are different (for example: property is designated as a street on one plat and as a Lot on the other, or boundary lines are shown differently on two different Recorded Plats), the designation and/or boundary lines on the later recorded of the Recorded Plats shall control.

Special Individual Assessments shall have the meaning assigned to it in Section 9.2 of this declaration.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1: The property, which is held, used, transferred, sold, conveyed, and occupied subject of the Declaration (the "Property") is commonly known as Madison Pointe and is more specifically described on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE 3: MEMBERSHIP, THE ASSOCIATION

Section 3.1: Membership: Every homeowner in the Madison Pointe subdivision shall be a Member of the Association. Every Member shall be entitled to one (1) vote. In the case of multiple ownership of any lots shall be treated collectively as one homeowner for voting purposes. Long term renters will be entitled to one (1) vote, if granted by the owner in writing.

Section 3.2: Rights and Responsibilities of the Association: Subject to provisions set forth in this Declaration, the Madison Pointe HOA has exclusive management and control of the Common Areas and all improvements thereto. The HOA's duties with respect to such Common Areas include, but are not limited to the following:

- A. Management, operation, servicing, improvement, and replacement with renewal of all landscaping, equipment, and private property constituting part of the Common Areas or located upon the Common Areas to keep all the foregoing in good, clean, attractive, sanitary, safe, and serviceable condition, order, and repair.
- B. Maintenance of adequate public liability insurance in an amount not less than \$1,000,000.00 per occurrence, insuring the Association and its officers and directors and adequate property casualty or hazard insurance with a minimum replacement value of 100% for the benefit of the Association with respect to the Common Areas; and
- C. Payment of all taxes and assessments validly levied, assessed, or imposed with respect to the Common Areas owned in fee.

The Association may, in its discretion:

- A. Provide other services such as security services or devices.
- B. Obtain and pay for services of firms or people to manage its affairs, or obtain and pay for legal, accounting, engineering, or other professional services necessary or desirable in the discretion of the Board.
- C. Acquire, hold, exchange and dispose of real property and tangible and intangible private property, subject to such restrictions as from time to time may be contained in the Association's Articles of Incorporation or the Bylaws and Oconee County.
- D. Adopt, alter, amend, rescind, and enforce reasonable rules regulations governing use and operation of the Common Areas. The validity of the Association's rules and regulations and their enforcement shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Community.

Section 3.3: Board of Directors: The Board of Directors shall consist of three (3) directors (the "Directors") shall manage the affairs of the Association. Nomination of persons for election to the Board of Directors shall be made by voting at the annual meeting.

- A. Election. Election to the Board of Directors shall be made by members present at the annual meeting, including any long-term renter with written permission from the member owner. The person(s) receiving the largest number of votes shall be elected. In the event any Director resigns or is removed, the remaining two Directors shall elect a substitute Director to fill the remainder of the term. Each Director shall serve a term of one year or more.

- B. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the Members of the Association present and entitled to vote. Any director may resign at any time by giving written notice to the Board of Directors. Such resignation shall be effective upon receipt by the Board or at such a later time as specified within the notice.

ARTICLE 4: USES PERMITTED AND PROHIBITED

A. Uses Permitted. Lots shall be used exclusively for single family residential dwellings.

B. Prohibited Structures. No trailer, tent, shack, garage, barn, or similar outbuilding erected upon any parcel shall at any time be used as a residence.

C. Trailers, Boats, and the Like. No house trailer shall be placed upon any parcel. Any large commercial truck or trailer, recreation vehicle, equipment, disabled vehicle, and/or similar equipment, owned by a resident of a parcel shall always be stored neatly and positioned to be inconspicuous, i.e., behind a privacy fence. Campers, boats, and recreational vehicles are limited to 72 hours for loading and unloading purposes. Any special requests pertaining to any recreational or similar vehicles can be made to the HOA for approval on a case-by-case basis.

D. Business Prohibited. No structure at any time situated on any parcel shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, or manufacturing purposes. No billboards or advertising signs of any kind shall be erected on the real property, except for a skillfully place 18"X24" real estate "For Sale" signs. No part of any structure shall be used for the purpose of renting a room(s) therein. No multifamily residences, garage apartments, or apartment houses shall be erected on any parcel. Temporary signs, i.e., "Yard Sale" are permitted, but must be taken down after the event is finished.

E. Animals. No animals shall be kept, maintained, or quartered on any tract except:

- a. Domestic pets, such as dogs and cats. More than three (3) dogs and/or cats per household must be approved in writing by the Architectural Review Committee.
- b. No destructive or unfriendly domestic animal which becomes a nuisance to the neighborhood shall be permitted. This includes continually barking dogs.

F. Refuse. No owner shall engage in any activity which will result in the maintenance, deposit, or accumulation of trash, refuse, debris, mud, or other objectionable matter, except during construction of a residence on a Lot. During construction, the owner is responsible for maintaining a clean and orderly worksite with appropriate trash and debris containers being used.

G. Nuisances. No obnoxious, offensive, immoral, improper, or unlawful activity shall be executed anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or becomes a nuisance or menace to the neighborhood.

H. Use of Recreational and other Vehicles. Any motor scooter, ATV, or similar vehicle shall be equipped with proper muffler so as not to cause excessive noise and shall not be used in such a way to become a nuisance. No motorcycles or go-carts shall run on property.

I. Maintenance of Lot. Each Lot owner shall keep his lot, and all grasses, weeds and foliage thereon cut to a height of six (6) inches or shorter and otherwise in an orderly condition, and shall keep the dwelling and improvements thereon, if any, in a suitable state of repair. Each owner and/or builder shall promptly repair any damage caused by fire or other casualty. The Association shall have the right, but not the obligation, to maintain and/or repair any Lot, dwelling, or improvement and charge the owner for the cost of such maintenance or repair, with all lien rights as if a special assessment had been levied under these restrictions, and the right to collect said cost in the same manner as special assessments under these restrictions.

ARTICLE 5: OWNERS' RIGHTS TO COMMON AREAS

Section 5.1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to all the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot in the Community.

ARTICLE 6: SHORT TERM RENTALS/LEASING

Section 6.1. Time Sharing and Short-Term Leases. No Lot shall be sold under or utilized for or pursuant to any timesharing, time interval, or similar right to use, or license programs as those terms are currently generally utilized in the real estate industry or as those similar terms are expressed, used, or defined in the Vacation Time Share Plan Act, Section 27-32-10 et. seq., Code of Laws of South Carolina, 1976 as amended or any similar successors or supplementary laws or regulations. No Lot/home shall be rented for a period of less than one year at a time. Lot/home rentals of one year or more are permitted, and in the case of any rental, the Owner shall be responsible for ensuring that its tenant abides by all these covenants.

ARTICLE 7: ARCHITECTURAL REVIEW COMMITTEE (ARC)

Section 7.1. Purpose and Power. To ensure the development of the Community for the aforesaid statement of purpose, the Architectural Review Committee is hereby granted review powers. No building, structure, fence, wall, outbuilding, utility area, driveway, or swimming pool shall be commenced, placed, erected, or allowed to remain on a parcel unless building plans and specifications are approved by the ARC. This includes the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, landscape plans, location, and orientation on the parcel. A written application for approval must be submitted to, and a permit granted, in writing by the ARC. The Architectural Review Committee shall review said plans in accordance with the criteria set forth in Article 8, Architectural Planning Criteria.

Section 7.2. Scope of Power. The Architectural Review Committee shall not be responsible for detecting or pointing out defects or specifications or for defects in improvements. The Architectural Review Committee's review of plans is limited solely to ensuring that the improvements comply with these restrictions. The Architectural Review Committee in no way makes any review as to the structural or engineering integrity of the proposed improvement or whether said improvements comply with any applicable building or zoning requirements.

Section 7.3. Other Powers. Additionally, the Architectural Review Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these covenants.

Section 7.4. Committee Members. The Architectural Review Committee shall consist of two members, appointed by the three-member Board. In the event of a failure or inability for any reason of a committee member to act, or any resignation from the Architectural Review Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by the Board or by the remaining member of the ARC. All matters coming before the ARC shall require a majority vote, which shall include the Board.

Section 7.5. Failure to Approve or Disapprove. In the event that the Architectural Review Committee fails to approve or disapprove or otherwise act upon any matter within the scope of its authority within seven (7) days after receipt of a written application for a permit, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after receipt of said application, in which case said suit shall be deemed a disapproval. Approval shall mean that the Covenants shall be deemed to have been fully complied with as to matters set forth in the application; and no suit or claim shall thereafter be available to the ARC, or to the owner of the parcel.

ARTICLE 8: ARCHITECTURAL PLANNING CRITERIA

In the fulfilling of its powers and duties set forth herein the Architectural Review Committee shall be guided by, but not limited to, the following criteria:

Section 8.1. Objectives. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

Section 8.2. Building Type. No building shall be erected, altered, placed, or permitted to remain on any parcel within Madison Pointe other than one (1) single family residential dwelling that conforms to Architectural Review Committee standards.

Section 8.3. Setback Lines. All parcels shall be the front setback line and all other setbacks or setoff lines as shown or noted on the subdivision plat as recorded in the ROD Office for Oconee County, South Carolina.

Section 8.4. Exterior Color Plan. The Architectural Review Committee shall have the final approval of all exterior color plans and each owner must submit to the Architectural Review Committee a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The Architectural Review Committee shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and with the surrounding environment.

Section 8.5. Roofs. All roof structures shall be composed of asphalt 3D shingles that are approved, in advance, by the Architectural Review Committee.

Section 8.6. Block. There shall be no unfinished exposed concrete block. Block shall be covered with stone, brick, stucco, or any other exterior siding if approved in writing by the Architectural Review Committee.

Section 8.7. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

Section 8.8. Games and Play Structures. All basketball backboards and any other fixed game and play structures shall be located only at the rear of the dwelling or on the inside portion of a corner parcel within the setback lines. No tree houses, playhouses, storage sheds, greenhouses, cabanas, swimming pools, tennis courts, or other outbuildings or structures shall be erected on any parcel behind the front line of the dwelling constructed thereon. Any special requests due to lot configuration will need to be submitted to the architectural review committee and any such structure must have prior approval in writing, as to design, location and materials by the Architectural Review Committee. All structures of this type should not violate the intent and spirit of these covenants.

Section 8.9. Walls, Fences, Etc. No wall or fence shall be erected on any parcel, unless approved by the Architectural Review Committee. The Architectural Review Committee shall give advance written approval of all such improvements as to design, height, and materials. The Architectural Review Committee shall not approve any new or additional "chain-link" fences to distinguish the ones that have been grandfathered in. If any "chain-link" fences need replaced, the ARC will not approve it.

Section 8.10. Utility Easements and Installation. The right reserved herewith to lay or place, or authorize the laying and placing of, sewer, gas, and water pipelines and telephone, electric power, and television cables on or under the road and street rights-of-way on said plat without compensation or consent of any parcel owner. All utilities except for arterial roads shall be run underground. Electrical power transformers shall be mounted on the ground and shall be contained in pad mounted enclosures or vaults. A utility pole mounted yard light, installed and maintained by the local electric power company, is permitted; however, the placement must be approved by the Architectural Review Committee. In accordance therewith, an easement for the installation and maintenance of utilities and drainage facilities is herewith reserved over all rights-of-way. Easements for utilities installation and maintenance (including those set forth above) and drainage facilities are also hereby expressly reserved over and across the side and rear ten (10) feet of parcels.

Section 8.11. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone, and television, shall be underground.

Section 8.12. Antennae, Awning, and Satellite Dishes. No awnings or other projections shall be placed upon or attached to or hung from the exterior of any structure on any Lot without prior written approval of the ARC. Notwithstanding anything contained herein to the contrary, an Owner may place a maximum of one (1) satellite dish, not to exceed twenty-eight (28") in diameter, on his Lot without obtaining prior approval of the ARC.

Section 8.13. Outdoor Drying Apparatus. No laundry or clothing shall be aired or dried in any area exposed to view. Outdoor drying areas are permitted only in screened or fenced locations approved by the ARC.

Section 8.14. Garbage and Trash Containers. All trash, garbage, and other waste shall be kept in sanitary containers. All trash containers shall be kept at the side or rear of the dwelling. Trash containers are not allowed to be stored in front of the house or garage. Trash pick-up is Wednesday morning. **Trash**

containers are to be placed on the curb no earlier than Tuesday afternoon. Trash containers must be removed from the curb no later than Wednesday evening. Late removal can result in notification from the HOA.

Section 8.15. Culverts, Ditches, and Swales. Parcel owners shall preserve and protect the existing ditches and/or swales located in the road right-of-way. The owners shall in no way interrupt the drainage designed into the street and road system. This includes blowing lawn clippings into the storm sewers. It is the responsibility of the homeowner to relay these rules to any subcontractor doing yardwork for them.

Section 8.16. Driveways. Paved driveways are required and shall be a minimum of ten (10) feet wide and construction material must be approved by the ARC. For community enhancement and aesthetics, **it is strongly recommended that NO vehicles be parked on any grass areas.** Additional paved parking can be requested through the ARC and must be constructed adjacent to the present driveway at the owner's expense.

Section 8.17. Christmas Lights and Decorations. It is strongly recommended by the HOA that all Christmas decorations be taken down by the second weekend of January but must be removed no later than January 31st of each year. Late removal can result in notification from the HOA.

ARTICLE 9: TERMS AND ENFORCEMENT

Section 9.1. Enforcement. If Owner, its successors and assigns, or any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning a Lot subject to these covenants, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, or both. Invalidity of any one or more of these covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 9.2. Special Individual Assessments. The Association may levy, from time to time, on a particular Lot, special individual assessments, immediately due and payable, consisting of any fines assessed by the Association under authority contained in the Bylaws for an Owner's violations of the terms and conditions of this Declaration, together with costs, fees, and expenses (including reasonable attorney fees) incurred by the Association incidental to the enforcement of any rules and regulations, or the collection of Assessments.

Section 9.3. Terms and Covenants. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of, and be enforceable by, the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of this Declaration is recorded, after which said time covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless terminated by sixty-seven (67) percent of the Members.

Section 9.4. Government Compliance. All covenants listed herein are subject, in all instances, compliance with State of South Carolina and Oconee County health ordinances, restrictions and regulations, to zoning regulations, or other established pertinent restrictions, and when the said State and County requirements exceed the requirements of the restrictions contained herein.

ARTICLE 10: COVENANT FOR PAYMENT OF ASSESSMENTS

Section 10.1. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, access maintenance of property values, security, safety, and welfare of the residents of the Community and other Members. **The initial annual assessment amount is \$50 per member and can be increased by the Board at any future date.**

Section 10.2. Creation of the Lien and Personal Obligation for Assessment. Other than the Declarant, each Member, by the acceptance of a deed for a Lot, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to, and does hereby covenant and agree to pay the Association any annual assessments or special assessments as herein provided. The annual and special assessments and any Special Individual Assessments of an Owner and any fines, liquidated damages or summary charges as provided herein or in the Bylaws, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such personal obligation of the Owner of such Lot at the time when the Assessment fell due.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of one and one-half percent (1.5%) per month of the highest rate allowed by law, whichever is less, and the Association may authorize its officers to bring appropriate civil action against the Owner or to foreclose the lien against any such Lot in the amount of the Assessment plus interest and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and any other costs incurred in collection. In addition, the Board may set a schedule of late fees also due and payable. If an Assessment is not paid within thirty (30) days after the due date, which late fees shall be in addition to other charges described herein.

Section 10.3. Subordination of the Lien on an Owner's Property to Mortgages. The lien on an Owner's Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot, as if the Lien were a second mortgage, irrespective of when such first mortgage was executed and recorded. The sale or transfer of a Lot shall not affect any lien for Assessments, however, the sale or transfer of a Lot pursuant to a foreclosure or any proceedings in lieu of foreclosure shall extinguish the lien of such Assessments which become due prior to such sale or transfer.

ARTICLE 11: AMENDMENT TO DECLARATION & EXTRAORDINARY ACTION

Section 11.1. Definitions.

- a. Material Amendment includes adding, deleting, or modifying any provisions regarding:
 - i. Assessment liens
 - ii. The imposition of any charges to be levied against Owners.
 - iii. Reserves for maintenance, repair, or replacement of Common Areas
 - iv. Addition, annexation, or withdrawal of land to or from the Property
 - v. Voting rights
 - vi. Restrictions affecting leasing or sale of a Lot.
- b. An Extraordinary Action shall include:
 - i. Merging or consolidating the Association with another entity

- ii. Expanding the Association land area more than ten percent (10%)
- iii. Abandoning, participating, or otherwise relocating the boundaries of the Common Areas, except for granting easements that do not interfere with the intended Common Area use, dedicating the Common Areas as required by the public authority or conveyance to the Association, or limited boundary line adjustments made in accordance with the provisions of this Declaration.
- iv. Using insurance proceeds for purposes other than construction or repair of insured improvements; or
- v. Making capital expenditures, other than for repair or replacement of existing Common Areas, during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.

Section 11.2. Exceptions. The following Material Amendments and Extraordinary Actions shall require approval by Members entitled to cast at least sixty-seven (67%) of the authorized votes of the Members of the Association:

- a. Termination of the Declarations,
- b. Dissolution of the Association
- c. Conveyance of the Encumbrance of any of the Common Areas.

Section 11.3. Notice. Any proposed amendment to this Declaration or proposal for Extraordinary Action shall be transmitted in writing to all current Owners, at least ten (10) but no more than sixty (60) days prior to the date of the special meeting to consider such proposal. Such notice shall contain a copy of the proxy that may be cast in lieu of attendance.

Section 11.4. Approval. For a material amendment or an extraordinary action, the proposal must be approved by an affirmative vote of at least sixty-seven percent (67%) of all Members voting at a meeting in which a Quorum is present. For other amendments, the proposal must be approved by an affirmative vote of majority of all Members present, in person or by proxy, and voting at a meeting in which a Quorum is present, or in writing by a majority of the total authorized votes of all the Members. The written vote of any Owner shall be recognized and counted even if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association prior to or at such meeting.

Section 11.5. Documentation of Approval. If approved, the Material Amendment or other Amendment shall be properly executed and recorded in the Office of the Register of Deeds of Oconee County, and no such amendment to this Declaration shall be effective until so recorded.

Section 11.6. Declarant's Right to Unilaterally Amend. Declarant, its successors or assigns, shall be allowed to unilaterally make any amendments to the Declaration necessary, in the Declarant's opinion, for compliance with laws or regulations relating to FHA, Fannie Mae, HUD, VA, Federal National Mortgage Association or the Office of Interstate Land Sales, necessary to establish the nonprofit qualifications of the Association, to correct any discovered typographical error contained herein, to clarify an ambiguity contained herein, to comply with government directives, to maintain the tax exempt status of the Association, or to add or delete any incidental provisions deemed in the sole discretion of the Declarant to be in the interest of the Community and the Owners therein. Said amendment shall be effective only upon recordation of a Corrected Declaration in the Oconee County Records. The Declarant may also amend this Declarations by filing an amendment in the Oconee County Records, executed only

by the Declarant, if the Declarant is still sole owner of property in the Community at the time of recording.

ARTICLE 12: GENERAL PROVISIONS

Section 12.1. Notices. Any notice required to be sent to any Member, under the provisions of this Declaration, shall be deemed to have been properly sent when: (a) hand delivered or (b) mailed, postage prepaid, registered or certified mail, return receipt requested, or deposited with an overnight courier, and addressed to the person at the last known address of the person who appears as Owner on the records of the Association at the time of such mailing, or at the address listed on the Oconee County tax records at the time of mailing. **Email notice is sufficient if receipt is confirmed by Member. If receipt is not confirmed, either (a) or (b) above must be completed.**

Section 12.2. Captions and Introductions. The captions and introductory material herein are inserted only as a matter of convenience and for a reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

Section 12.3. Severability and Applicable Law. If any provision of this Declaration is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions, and all covenants as contained herein shall be deemed to be severable each from the other without qualification. The Declaration shall be construed and enforced in accordance with the laws of the State of South Carolina without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the undersigned have caused these Restrictive Covenants to be executed.
this ____ day of _____, 2023.