

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR MADISON POINTE is made and entered into this ____ day of
_____, 2018.

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 the Register of Deeds for Oconee County, South Carolina, to the Original Declaration and all amendments and supplements thereto, stating in part.

Declarant desires to insure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development. Furthermore, Declarant desires to provide for the construction, 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, Street Lights, Entrance Monument, and any medians located thereon. Declarant also desires prohibit short term leasing and/or time sharing in Development.

1. Declarant wishes to create on the aforementioned property a quality rural residential community known as Madison Pointe (the “Community”), together with streets, roads, open spaces, landscaping, drainage facilities, and access easements.
2. Declarant 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 a portion thereof.
3. Declarant 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, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

4. Declarant has or will cause to be incorporated to a non-profit corporation, the Madison Pointe Homeowners Association, Inc. (the "Association"), for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein created for the benefit of the Declarant, its successors and assigns, and future property owner(s) of any Lots, making the Community, the following restrictive covenants are placed upon all the property shown on the aforementioned recorded plat.

ARTICLE 1 – DEFINITIONS

The following words used in this Declaration or any amended or Supplemental Declaration shall have the following meanings:

"Assessment(s)" shall mean the assessments and charges levied by the Association against 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" shall mean the Madison Pointe Homeowners, Association, Inc.

"Board" shall mean the Board of Directors of the Association.

"Builder" shall mean to a person or entity that in the regular course of business purchases Lots and becomes the Owner of such Lots or Improved Lots solely for the purpose of constructing improvements thereon for resale to their successors and assigns and not for the purpose of residing in such improvements. No successor or assignee of Builder shall have any rights or obligations of a Builder hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by obligation of law. The rights and obligation set forth herein of a Builder shall cease when all of the Lots and Improved Lots owned by such Builder have been purchased by an Owner or Owners other than Builder or Declarant.

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

"Committee" shall mean and refer to the architectural control committee established pursuant to Article 7 hereof.

"Common Areas" shall mean those areas of land described or referred to as "General Common Element," "Common Property," "Common Properties," "Common Area(s)" or "Open Spaces" in any declaration of covenants and restrictions to which the Property is submitted or subjected by the Declarant or shown on any Recorded Plat executed by the Declarant and any other owner of such areas of land, of the Property and labeled thereon as "Common Property," "Common Properties," "Common Area(s)," or "Open Spaces," or shown on a Recorded Plat as ponds, private streets, parking area, roads, which are a part of the Property and as such are 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 particular Lots. The Common Areas shall

also include any storm water device that serves more than one (1) Lot, any utility line located outside public street rights-of-way and public utility easements, and serving more than one (1) Lot and any shared facility or property required to be shared by Greenville County ordinances.

“Common Expenses” shall mean”

- a. Expense of administration, operation, utilities, maintenance, repair or replacement of the Common Areas owned in fee, including payment of taxes and public assessments levied against the Common Areas;
- b. Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- c. Expenses agreed upon from time to time as Common Expenses by the Association and lawfully assessed against Members in accordance with the Bylaws of this Declaration;
- d. Any expenses incurred by the Association in connection with the discharge of its duties hereunder and under the Bylaws and its Articles of Incorporation.

“Declarant” shall mean Distinguished Design, LLC, a South Carolina Limited Liability Company, its successors and assigns, and any person or entity who is specifically assigned the rights and interests of Declarant hereunder or under a separate instrument executed by Declarant and recorded in the Oconee Register of Deeds.

“Declarant control period” shall mean the period of time until Declarant conveys legal title to the Common Areas shown on the Recorded Plat of the Community, or until the time of conveyance of the last Lot within the Community, whichever occurs first.

“Lot” shall mean any numbered parcel of land within the Community which is intended for use as a site for a House, as shown upon any Recorded Plat or any part of the Community and labeled thereon as a “Lot”, and shall not include Common Areas or any property in the Community not yet subdivided for sale as an individual lot. Property designated as a Lot may later be designated for some other use on a Recorded Plat.

“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, of the fee simple title to any Lot situated upon the Community. Notwithstanding any applicable theory of any lien or mortgage law, “Owner” shall not mean or refer to any mortgage unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“Quorum” shall mean the Members entitled to cast twenty percent (20%) of the total number of votes.

“Recorded Plat” shall mean any map of the Property, or any portion thereof, recorded in the Oconee County Register of Deeds and executed by the Declarant or the Association to show its consent thereto (and all Owners of such property of different.) 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 designations and boundary lines on the later-recorded of the Recorded Plats shall control.

“Special Individual Assessments” shall have the meaning assigned to it in Section 10.3 of this Declaration.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2.2: Access Easement Reserved. The Declarant reserves unto itself for the benefit of Declarant, its successors and/or assigns, and Builders a perpetual non-exclusive and alienable easement and right of ingress, egress, and regress over and across all private streets and roads within the Community for access to and from other real property of Declarant or its successors and/or assigns, continuing until all new construction has ceased on the Property and any damage caused by the Declarant, its agents, successors and/or assigns to the private streets and roads has been repaired at the expense of the Declarant, its successors and/or assigns.

ARTICLE 3: MEMBERSHIP, THE ASSOCIATION

Section 3.1: Membership. Every person or entity who is a record Owner of a fee simple interest in any Lot in the Community shall be a Member of the Association. Each Member in the Community shall be entitled to one (1) vote for each Lot which it owns. In the case of multiple ownership of any Lot, those multiple Owners shall be treated collectively as one Owner for voting purposes.

Section 3.2: Rights and Responsibilities of the Association. Subject to the provisions set forth in this Declaration, the Association has exclusive management and control of the Common Areas and all improvements thereon and all furnishings, equipment and other personal property relating thereto.

The Association’s duties with respect to such Common Areas include, but are not limited to the following:

- a. Maintenance of the Common Areas, including private streets and detention ponds as shown on a Recorded Plat.
- b. Management, operation, maintenance, repair, servicing, replacement and with renewal of all landscaping, improvements, equipment, and personal property constituting part of the Common Areas or located upon the Common Areas so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair;
- c. All landscaping of the Common Areas;
- d. 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
- e. 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 personal property, subject to such restrictions as from time to time may be contained in the Association's Articles of Incorporation or the Bylaws and Greenville County;
- d. Adopt, alter, amend, rescind and enforce reasonable rules and 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") and shall manage the affairs of the Association. Nomination of persons for election to the Board of Directors shall be made by a Nominating Committee (the "Nominating Committee") shall be appointed by the Association President prior to each annual meeting, and shall consist of one Board Member and two other Members. The members of the Nominating Committee shall serve until the close of the annual meeting.

- a. Election. Election to the Board of Directors shall be written ballot. The persons 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.

- 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 at any meeting of the Members at which a majority of the Members of the Association is present. 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 later time as specified within the notice.

ARTICLES 4 – USES PERMITTED AND PROHIBITED

- A. **Uses Permitted.** Lots shall be used exclusively for single family residential dwellings.
- B. **Prohibited Structures.** No trailer, basement, 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 truck, recreation vehicle, equipment, disabled or wrecked vehicle, and/or similar equipment, owned by a resident of a parcel shall at all times be neatly stored and positioned to be inconspicuous.
- 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. Builders, however, may use a dwelling as a sales or model unit. No billboards or advertising signs of any kind shall be erected on the real property, with the exception of neatly placed 18"x24" real estate "For Sale" signs. No part of any structure shall be used for the purpose of renting a room or rooms therein. No multifamily residences, garage apartments, or apartment houses shall be erected on any parcel.
- 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.
- 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 noxious, offensive, immoral, improper, or unlawful activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become 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 mufflers 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. Pollution. No lot, during construction period or otherwise shall be used in such a manner as would result in the pollution, discoloration, or discharge of mud, debris, or other undesirable material, liquid, or solid, in any stream, waterway, lake or pond that flows through or near to such parcel.
- J. Maintenance of Lot. Each lot owner and/or builder shall keep his lot, and all grasses, weeds and foliage thereon cut to a height of twelve 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: RIGHTS RESERVED TO DECLARANT

Section 5.1. Conversion of Lots to Common Areas. Declarant hereby reserves the right during the Declarant Control Period to convert an existing lot owned by Declarant entirely to Common Area, without the consent of any Owner or Mortgagee.

Section 5.2. Declarant's Easement over Common Areas and Lots. Declarant hereby reserves unto itself, its agents, contractors, successors and assignees, a non-executive easement within the Community over any Common Areas and that portion of Lots within five (5) feet of any lot line

for the purpose of making, constructing, installing, repairing, and maintaining improvements to the Common Areas or utility systems serving the Community. The easement shall automatically expire upon the expiration date of the Declarant Control Period.

Section 5.3. Advertising on Common Area. Declarant shall have the right to display advertising signs upon the Common Area during the period of Lot sales. Such signs may be located upon such portions of the Common Area as Declarant shall select.

Section 5.4. Declarants Obligation to Maintain. During the Declarant Control Period, Declarant agrees to manage, operate, maintain, repair, service, replace, and renew all landscaping, improvements, equipment and personal property constituting part of the Common Areas or located upon the Common Areas so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair.

ARTICLE 6: OWNERS' RIGHTS TO COMMON AREAS

Section 6.1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to all of the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot in the Community.

Section 6.2. Title to Common Areas. The Declarant shall convey, and upon such conveyance the Association shall accept legal title to any Common Areas shown on a Recorded Plat of the Community, and such conveyance shall take place no later than the time of conveyance of the last Lot within the Community. Title in the Common Areas, and private streets, if any, shall be exclusively for the perpetual benefit of the Members.

ARTICLE 7 – ARCHITECTURAL REVIEW COMMITTEE

Section 7.1. Purpose and Power. For the purpose of ensuring the development of the Community for the aforesaid purpose, the Architectural Review Committee is hereby granted review powers. No building, structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, screened or detached from a main residence, shall be commenced, placed, erected, or allowed to remain on a parcel unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans,

exterior color schemes, landscape plans, location, and orientation on the parcel (together with such other information as shall be reasonably required by the Architectural Review Committee, including a written application for approval) shall have been submitted to and a permit granted in writing by the Architectural Review Committee hereinafter established. 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 in plans or specifications or for defects in improvements. The Architectural Review Committee's review of plans is limited solely to the insuring 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 be composed of three (3) persons as shall be designated, in writing, by Declarant, or the President of the Association from time to time. 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 Declarant or by the remaining member or members of the Architectural Review Committee. All matters coming before the Architectural Review Committee shall require a two-third (2/3) majority vote.

Section 7.5. Initial Members. Until such a time as Declarant relinquishes control of the Common Areas to the Association, the initial membership of the Architectural Review Committee shall consist of David Hazel and Elizabeth Evans.

Section 7.6. 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 thirty (30) 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 this covenant 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 Architectural Review Committee, or to the owner of any parcel.

Section 7.7. Application Time. Written application for a permit as required herein shall be made to the Architectural Committee not fewer than thirty (30) days prior to the time the permit is needed.

ARTICLE 8 – SHORT TERM RENTALS/LEASING

Section 8.1. **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 or 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 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 of these covenants.

ARTICLE 9 – 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. It is the plan of the Owner to develop Madison Pointe into a highly restricted community of quality homes. 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 imposes 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 a 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 setback 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. Other Setback Lines. Unless otherwise indicated on the recorded subdivision plat or allowed by the Architectural Review Committee, all side lot lines shall have a setback of five (5) feet and rear lot lines shall be determined to have a ten (10) foot setback line.

Section 8.5. Required Plans. Two sets of plans for the proposed parcel improvements must be submitted to the Architectural Review Committee. One set of plans will become the property of the Architectural Review Committee and must be approved by the Committee before any implementation can begin. The second set of plans will be returned to the owner with evidence of approval noted thereon. Said plans shall include, in addition to the standard information normally contained in said plans and any other information required herein, the following:

- (1) A plot plan for all listed improvements at a scale not less than 1" to 100'. Said plan will include the location of all proposed improvements and will notate all required changes to be made to the parcel including any cuts in the natural grade of a parcel of more than three (3) feet variation from the original grade. No improvements shall be permitted that adversely affect the natural drainage on adjacent parcels of land.
- (2) All plans for construction must be submitted at a scale not less than 1" to 20' and will include elevations of the front, rear, and sides of the structure, the floor plan and summary specifications, including exterior color plan, for all proposed construction materials.

Section 8.6. Size of Homes. All one level dwellings or residences are to have no fewer than 1200 square feet of heated floor space. All multi-level homes shall have a minimum of 1500 square feet of heated floor space. Breezeways, porches, garages, and unfinished basements will be excluded when calculating heated floor space.

Section 8.7. Layout. No foundation for any building shall be poured, nor shall any construction commence in any manner or respect, until the layout of the building is approved in writing by the Architectural Review Committee. It is the purpose of the approval to assure that no trees be

unnecessarily disturbed and that all buildings are being placed on the Lot in their most advantageous position.

Section 8.8. 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 8.9. Roofs. All roof structures shall be composed of only materials that are approved in advance by the Architectural Review Committee.

Section 8.10. 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 8.11. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

Section 8.12. Games and Play Structures. All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling or on the inside portion of a corner parcel within the setback lines. No tree houses, play houses, storage sheds, greenhouses, cabanas, swimming pools, tennis courts, or other outbuildings or structures shall be erected on any parcel in front of the rear line of the dwelling constructed thereon, and any such structure must have prior approval in writing as to design, location, and materials by the Architectural Review Committee. All structure of this type should not violate the intent and spirit of these covenants.

Delete

Section 8.13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the approval of the Architectural Review Committee. Any lighting of a pool or other recreational areas shall be designed as to buffer the surrounding residences from the lighting and must be approved by the Architectural Review Committee.

1. Pool construction must be of concrete, concrete-type, or vinyl lined. The pool shall be surrounded by a concrete pad at least thirty (30) inches wide. No "above ground" type pools are permitted.
2. In cases where the backyard surrounding a pool is not fenced in, the pool itself must be enclosed with a fence not less than four (4) feet in

height. The entrance gate to the backyard or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. These are minimum requirements, and in no way relieve the owner from meeting existing Oconee County codes and statutes governing the construction of swimming pools.

Section 8.14. Walls, Fences, Etc. No wall, fence, or hedge 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 approve chain-link fences only when they are inconspicuous from a street or road.

Section 8.15. Utility Easements and Installation. The right is reserved herewith to lay or place, or authorize the laying and placing of, sewer, gas, and water pipe lines and telephone, electric power, and television cables on or under the road and street right-of-ways 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 right-of-ways. 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 8.16. Utility Connections. Building connections for all utilities, including but not limited to, water, electricity, telephone, and television, shall be run underground:

Section 8.17. Antennae, Awnings, 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 inches (28") in diameter, on his Lot without obtaining prior approval of the ARC.

Section 8.18. 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 Architectural Review Committee.

Section 8.19. Systems. All sewage disposal systems shall be approved by the appropriate health authorities.

Section 8.20. Garbage and Trash Containers. All trash, garbage, and other waste shall be kept in sanitary containers and, except during pick up if required to be placed at the curb, all containers shall be kept out of view from the streets and roads. Trash pick up is Wednesday morning. **Trash containers are to be placed on the curb no earlier than Tuesday at 5:00 PM. Trash containers are to be removed from the curb no later than Wednesday evening.**

Section 8.21. Fuel Tanks. All fuel (oil or gas) tanks or containers shall be covered or buried underground consistent with codes and normal safety precautions. Placement shall not be in sight from normal street traffic.

Section 8.22. 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. At the location where the driveway crosses a ditch or swale, the owner shall place a metal or concrete pipe. The pipe shall be placed at an invert elevation to match existing ditch or swale elevations. The pipe shall be of a diameter and construction as required by Greenville County. All areas between the road pavement and the property line which have been disturbed due to construction shall be restored. No other structure shall be erected in the road right-of-way except one mailbox as defined below.

Section 8.23. Mailboxes. Location, design and materials for the mailboxes shall be as established and approved by the Architectural Review Committee.

Section 8.24. Driveways. Paved driveways are required and shall be a minimum of ten (10) feet wide and construction material must be approved by the Architectural Review Committee

ARTICLE 10 – 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. Invalidation of any one or more of these

covenants by a judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 9.2. Terms of 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 be automatically extended for successive periods of ten (10) years unless terminated by sixty-seven (67%) percent of the Members.

Section 9.3. Government Compliance. All covenants listed and/or contained herein are subject, in all instances, to compliance with State of South Carolina and Greenville County health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions, and in particular when the said State and County requirements exceed the requirements of the restrictions contained herein.

ARTICLE 11 COVENANT FOR PAYMENT OF ASSESSMENTS

Section 10.1. Purpose of Assessments. 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 beginning January 2019 is \$50 per Member.**

Section 10.2. Creation of the Lien and Personal Obligation for Assessment. Other than the Declarant, each Member, by acceptance of a deed for a Lot, whether or not 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 Assessment is made if not paid within ten (10) days of the due date. Each such Assessment shall also be the 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 due date at the rate of one and one-half percent (1.5%) per month or 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 the other charges described herein.

Section 10.3. Special Individual Assessments. The Association may levy, from time to time, on a particular Lot, special individual Assessments, immediately due & 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's fees) incurred by the Association incidental to the enforcement of any rules and regulations, or the collection of Assessments.

Section 10.4. Subordination of the Lien on an Owner's Property to Mortgages. The lien on an Owner's Lot provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon any Lot, as if the Lien was 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, 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 12 – 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 or determination of any charges to be levied against Owners.
 - iii. Reserves for maintenance, repair or replacement of Common Area improvements;
 - iv. Maintenance Obligations;
 - v. Addition, annexation or withdrawal of land to or from the Property;
 - vi. Voting rights;
 - vii. 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, partitioning, 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 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 and the improvements thereon, 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 ninety percent (90%) of the authorized votes of the Members of the Association:

- a. Termination of the Declarations,
- b. Dissolution of the Association,
- c. Conveyance or 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 a 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, a 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, Freddie Mac, 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 governmental directives, to maintain the tax exempt status of the Association, or to add or delete any incidental provisions deemed in the sole discretion of 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 Greenville County Records. The Declarant may also amend this Declaration by filing an amendment in the Greenville County Records, executed only by the Declarant, if the Declarant is still the sole owner of property in the Community at the time of recording.

ARTICLE 13 – 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 as well as long as 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 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. This 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 _____, 2018.