

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR AVALON
SUBDIVISION

This DECLARATION is made this the 31st day of May, 2011 by the AVALON HOMEOWNERS ASSOCIATION, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Association."

RECITALS

1. Not used.
2. Not used.
3. The Association is desirous of maintaining design criteria, location, plans and construction specifications, and other controls to assure the integrity of the development.
4. Each purchaser of a lot or dwelling home in the AVALON SUBDIVISION will be required to maintain and construct dwelling homes in accordance with the design criteria contained herein.
5. The Association desires to provide for the preservation of the value and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desire to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, (and referred to hereinafter as "The Declaration"), each and all of which is and are for the benefit of said property and each owner thereof.
6. The Association has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Development, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.
7. Not used.
8. The Association is desirous of restating and ratifying all previously recorded restrictions, and in so doing, amending certain provisions and/or exhibits thereto, including, but not limited to the Association Articles of Incorporation and corporate By-laws. In addition to restatement and amendment of such restrictions, the Association is desirous of ensuring that such restrictions collectively represented, apply to all current and future phases of the community, if any.

NOW, THEREFORE, the Association declares that the real property described in Schedule A, annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- (a) "Association" shall mean and refer to the AVALON SUBDIVISION HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- (b) "The Properties" shall mean and refer to all property including lots and common areas, as are subject to the Declaration, and which are described in Schedule A and also any amendment or modification thereof.
- (c) "Common Areas" shall mean and refer to those areas of land shown on any subdivisions map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.

- (d) "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of the properties, but shall not include common areas as herein defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said terms "Owner" shall also refer to the heirs, successors, and assigns of any owner.
- (f) Not used.
- (g) "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article IV hereof.
- (h) "Development" and "Project" and "Community" shall mean and refer to AVALON SUBDIVISION.
- (i) "Plans" and "Specifications" and "Elevations" and "Exterior Designs" and such like terms shall refer to and encompass the plans, specifications, elevations and designs as well as set backs, locations, etc. contained hereinafter in this Declaration for AVALON SUBDIVISION.
- (j) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

ARTICLE II

USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration and the Declaration of Covenants, Conditions, and Restrictions for Avalon Subdivision recorded in the Office of the RMC for Lexington County on August 12, 1993, to include additional properties filed on November 17, 2006.

Section 2. Miscellaneous.

- (a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.
- (b) In the event of a violation or breach of any of these restrictions by an owner or agent, or agent of such owner, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association its successors, and assigns, shall have the right wherever there shall have been built on any lot in the subdivision any structure which is in violation of the Declaration, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Association's counsel shall be paid by the Owner of such lot or lots in breach thereof.
- (c) Not used.
- (d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any or these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force effect.

- (e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, when and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.
- (f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in the Declaration shall be binding and run with the land and continue until the first day of August, 2013, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of lots affected by the same has been recorded, agreeing to change the same in whole or in part.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner of any lot which is subjected by this Declaration to assessment by the Association shall be a member of Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

Section 2. Voting Rights. The association shall have one (1) class of voting membership.

Class A. Class A members shall be all owners. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Association hereby covenants for itself, its successors and assigns, fee simple title to the common areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easements and restrictions existing of record none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards, the maintenance and repair of the common areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by the responsible parties, and only for so long as they properly perform.

This section shall not be amended, as provided for in Article VIII, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the common areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

- (a) The right of the Association, to dedicate, transfer, or convey all or any part of the common areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the common areas by the members of the Association.
- (b) The right of the Association, to grant and reserve easements and rights of way through, under, over, and across common areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights of way through, over, and upon and across the common areas for the operation and maintenance of the common areas.
- (c) The right of visitors, invitees, etc. to ingress and egress in and over those portions of common areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the common areas in the case of landlocked adjacent owner) to the nearest public highway.
- (d) The right of the Association, in accordance with the law, its Articles of Incorporation and By-laws, to borrow money for the purpose of improving common areas and in pursuance thereof to mortgage the same.

Section 4. Parking Rights. The guest of any owner may enjoy the common areas and facilities in accordance with the By-laws of the Association.

Section 5. Not used.

ARTICLE V

MAINTENANCE AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFORE

Section 1. Operation and Maintenance of Common Areas. The Association at its sole cost and expense shall operate and maintain the common areas and provide the requisite services in connection therewith. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entrance ways.

Section 2. Assessments, Liens, and Personal Obligations Therefore and Operation Maintenance of Common Areas Solely by the Association.

- (a) Any owner of any lot upon which a dwelling unit has not been constructed and completed shall not be charged for any annual assessments or charges or for any special assessments for capital improvements, nor be charged for any such annual assessments or charges or such special assessments for capital improvements until such time as the said dwelling unit has been occupied for residential use. Each and every owner of any lot or lots within the properties, by acceptance of a deed therefore, whether or not it shall be so express in any such deed or other conveyance, if there is constructed and completed upon such lot or lots a dwelling unit, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein after provided. Annual and special assessments, together with such interest thereon and costs of collection thereof as are herein after provided, shall be a charge on the land and shall be a continuing lien upon the lot or lots against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are herein after provided, shall also be the personal obligation of the owner of each lot or lots at the time when the assessment falls due.
- (b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the development, and in particular

for the improvement and maintenance of the common areas including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, and supervision thereof, and the cost of lawn and landscaping maintenance and refuse collection, all of which obligations the Association hereby assumes in accordance with (a) above.

Section 3. Amount and Payment of Annual Assessments. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the cost of maintaining and operating the common areas and performing the exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each lot, subject to the provisions of Section 3 (a). The Board shall also fix the date of commencement and amount of the assessment against each lot for each assessment, at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be opened to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Each annual assessment shall be paid annually at the beginning of the Association's fiscal year as defined in the By-laws, unless the Board of Directors of the Association shall determine an alternate method of installments. The exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This section shall not be amended as provided in Article IX, Section 5, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the common areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all lots, subject to the provisions of Section 3(a)) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days and no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager of managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the common areas and in the discharge to the Association's duties throughout the community.

Section 6. Reserve Fund: Separate Assessment of Owners Therefore. At the time of acquiring title to a lot or lots from the contractor who completes the residential improvements on the property, each owner acquiring such title shall deposit with the Association a reserve fund payment in a sum to be determined from time to time by the Association to provide for a reserve fund for the obligations of the association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for the purposes specified in Section 3 (b) above, as

determined from time to time by resolution of the Board of Directors of the Association, as specified in Article IV, Section 2 of this Declaration.

Section 7. Effective Nonpayment of Assessment. The personal obligation of the owner the lien, remedies of the association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as or herein after provided, continue as a lien on the lot or lots, which shall bind such lot or lots in the hands of the then owner, his/her heirs, devisees, personal representative, successors and assigns. Personal obligation of the then owner to pay such assessment however shall remain his/her personal obligation and will also pass onto his/her successor and title.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association will either initiate legal action against the owner personally obligated to pay any assessments not paid in accordance with the Declaration and/or foreclose the lien against the lot or lots. In the event judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to the assessments; provided, however, that such subordination shall apply to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or in any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien from any subsequent assessment. This section shall not be amended as provided in Article IX, Section 5 of this Declaration.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessment, charges, and liens created herein:

- (a) All common areas, as defined in Article I, Section 1 hereof. Notwithstanding any provision herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Building, Fences, Walls, etc. No building, fence, wall, mailbox or other structure, and no change in topography, landscaping, or any other item constructed shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation of the surrounding structures and topography. In the event the Architectural Control Board fails to approve or disapprove any requests within thirty days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this article shall be deemed to have been fully complied with, provided, however, no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of any such change may be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Board may seem sufficient. Any change in exterior appearance of any building, wall, fence, mailbox, or other structural improvements and any change in the appearance of landscaping shall be deemed an alteration requiring approval.

Section 2. Architectural Control Board. A committee to be known as the Architectural Control Board (the "ACB") shall be established consisting of three (3) members.

- (a) The members of the ACB shall be appointed, terminated and/or replaced by the Board of Directors.
- (b) The purpose of the ACB is to enforce the architectural standards of the Community and to approve and disapprove changes or additions for improvements proposed for the lots.
- (c) The ACB shall act by simple majority vote, and shall have the authority to delegate its duties to subcommittees or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties with consent and approval of the Board of Directors.
- (d) The appeal process for an ACB decision must be submitted to the HOA Board in writing within ten business days. A special HOA Board meeting will be held within ten business days to vote on the appeal by simple majority vote.

Section 3. Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or replaced upon any portion of the Property without prior written consent of the ACB.

Section 4. Submission of Plans. Prior to the initiation of construction or placement of any structure upon any Lot, the Owner thereof shall first submit to the ACB a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACB for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 5. Plan Review. Upon receipt by the ACB of all of the information required by this Article VI, it shall have thirty (30) calendar days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACB:

- (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property, taking into consideration the aesthetic aspects of the architectural designs, placement of structures, landscaping, color schemes, exterior finishes, quality of materials and similar matters;
- (b) the improvements will not violate any restrictive covenant or encroach upon any Lot, easement, common area, or cross platted building set back lines;
- (c) the individual or company intended to perform the work is acceptable to the ACB;
- (d) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [six (6) months for the construction of a complete residential dwelling].

In the event that the ACB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the owner's submission, the ACB's approval shall be deemed to have been granted without further action so long as the plans submitted do not violate any other provision of the Declaration, the Plat or the By-laws, in which event the owner's submission will be deemed to have been denied.

Section 5. Deviation from Approved Plans. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of the Article VI to the same extent as if erected without prior approval of the ACB. The ACB, the Association or any owner may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 6. Immunity of ACB Members. No individual member of the ACB shall have any personal liability to any owner or any other person for the acts or omissions of the ACB if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACB or any member thereof arising from acts or omissions of the ACB committed in good faith and without

malice. The ACB shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, security, or conformance with Building Codes or other applicable Codes.

Section 7. Waiver of Future Approvals. The approval or consent of the ACB to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACB shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans or specifications or other matter whatever subsequently or additionally submitted for approval or consent.

Section 8. Address for Notice. Requests for ACB approval or correspondence with the ACB shall be addressed to the AVALON HOMEOWNERS ASSOCIATION, INC., ATTENTION: ARCHITECTURAL CONTROL BOARD and mailed to the Association or delivered to one of the Members of the ACB. No correspondence or request for approval shall be deemed to have been received until actually received by the ACB in form satisfactory to the ACB.

ARTICLE VII

EXTERIOR MAINTENANCE, REASONABLE ACCESS AND MAINTENANCE OF COMMON AREAS

Section 1. Exterior Maintenance. The owner shall maintain the structures and ground on each lot at all times in a neat and attractive manner. Upon the owner's failure to do so, the Association may, at its option, after giving the owner ten days written notice sent to his/her last known address, or to the address of his/her subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same as is necessary in its judgment, and have dead trees, shrubs, and plants removed from such lot, and replaced, and may have any portion of a lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the work is done and the personal obligation of the then owner of such lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty days written notice, sent to his/her last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the owner's failure to do so shall be immediately due and owing from the owner of the lot and shall continue as assessment against the lot on which the work was performed, collectable in a lump sum and secured by a lien against the lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, its duly authorized agent and employees, shall have the right to enter upon any lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Association, depending upon the responsibility as assessed under this Declaration, shall maintain common areas. However, should the Association, decide to transfer any portion or all of the common areas to governmental authority, as it has the rights so to do, such duty to maintain same shall cease as of that portion so transferred.

Section 4. Emergency Access. There is hereby granted to the Association, its directors, officers, agents and employees and to any Manager employed by the Association as provided for in Section 5 of Article V hereof, and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 4 of Article VII shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the owner of owners affected thereby. The rights granted herein to the Association include reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

ARTICLE VIII

GENERAL PROVISIONS

Section 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, or the owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or owner under the provision of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for the Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by owners holding not less than two thirds vote of the membership in the Association

Section 6. Not used.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the office of the R.M.C. for the county in which the property is located.

Section 8. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and By-laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-laws, whether or not mention thereof is made in said deed.

ARTICLE IX

ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT

Section 1. Annexation of Additional Phases. A future Developer shall have the right to annex additional Phases into the Properties subject to the approval of the "Association" by the filing of an Amendment or Addendum to this Declaration which describes the property annexed, and imposes this Declaration upon such property annexed. All property annexed in this manner shall be a part of the Association as fully as if it had been a part thereof from the filing of this Declaration.

Section 2. Voting Rights. As each phase, if any, is added to the development, the lots comprising such additional phase shall be counted for the purpose of voting rights.

Section 3. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of lots, their heirs, personal representatives, successors and assigns.

ARTICLE X

USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other nonresidential purpose if such use involves the attendance or entry of nonresidents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood as more specifically set forth in Article XI below.

ARTICLE XI

USE RESTRICTIONS

Section 1. Structure Restrictions. No structure shall be erected on any vacant lot or future properties to be annexed, other than one single family dwelling and attached garage of similar design, and no use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

Section 2. Residential Size Requirements. No dwelling shall be permitted on any lot which shall have a living area in the main structure, of less than 2,000 square feet; provided, however, that one half of the square footage of any unfinished room of a dwelling shall apply toward the minimum square footage requirement of the paragraph. Furthermore, no dwelling shall be permitted on any lot, which shall have a heated living area in the main structure of less than 1800 square feet.

Section 3. Site Construction. No building shall be located on any lot described herein nearer to the street on which the building faces than the minimum building setback shown on the recorded subdivision plat referenced herein, nor nearer than 15' to the side street line, nor nearer than 10' to an interior lot line.

Section 4. Lot Restrictions. No lot described herein shall be subdivided, nor reduced in size, nor used as a street without the written consent of the Association.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Such nuisance shall include, but not be limited to, the use or power tools generating noise which can be heard beyond the boundary of a Lot between the hours of 9:00 p.m. and 7:00 a.m. No owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

Section 6. Temporary Structures: No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding and no prefabricated or relocated structure shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 7. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

- (a) For Sale Signs. An owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

- (b) Political Signs. Political signs may be erected upon a Lot by the owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

Section 8. Campers, Trucks, Boats, Commercial and Recreational Vehicles. No boat, trailer, recreational vehicle, commercial vehicle, camper or camper truck shall be parked, stored or left (a) on any part of the Common Areas, (b) in any driveway or (c) on any part of a Lot unless the same are fully enclosed within the garage located on the Lot, or are kept behind the front line of the house on the Lot and behind a fence no less than six (6) feet in height which screens them from the view of the public walking by such Lots. In the event a Lot owner is required by his/her employer to bring a commercial vehicle home, then that Lot owner must obtain a waiver of this restrictive covenant from the Board of Directors pursuant to such reasonable requirements as the Board of Directors shall deem appropriate. Commercial vehicles shall not include any vehicles which are passenger cars, pick-up trucks or mini-vans (whether or not business advertisements or information is displayed thereon). Police vehicles are not included in the definition of commercial vehicles. Any automobile, motorcycle or truck shall be parked, stored or left wholly within the garage located upon the Lot, except to the extent a garage is already occupied to capacity. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or front, side or back yard of a Lot. Such repair and maintenance work shall be confined to the garage and done in such a manner as to allow the garage door to be closed.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than three (3) adult animals may be kept on a single Lot except for newborn offspring of such household pets which are under nine (9) months of ages. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the AVALON HOMEOWNERS' ASSOCIATION, INC.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 11. Sight Distance at Intersections. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points twenty-five (25) feet from the intersection of the street curb lines or extensions thereof (the "Sight Obstruction Area") shall be placed, planted or permitted to remain on any corner Lots. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a curb line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 12. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, Right-of-Way maintenance areas or on any easement, other than while in use for maintaining such Common Areas or Right-of-Way maintenance areas. In order to enhance the aesthetic image of the community and to create a safer community for children, Lot owners are requested not to park vehicles, trailers, implements or apparatus in the street and whenever possible to park such in the garage or driveway of Lot owner's property.

Section 13. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other nonresidential purposes. Nothing in this Section 9 shall prohibit all owner's use of a residence for quiet inoffensive activities such as tutoring, giving music or art lessons, or in home day care (babysitting), so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

Section 14. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot with the prior consent of the ACB. Every outbuilding, inclusive of, but not limited to such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding, excluding a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

Section 15. Fences.

- (a) General. No fence or wall shall be erected or maintained on the side yard of any Lot nearer to the street than the front building line of the house. No fences or walls shall be constructed in the front yard of any Lot. All fences constructed require prior written consent of the ACB. Chain link or other similar metal fencing is expressly prohibited, except that 2"x4" mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing and privacy fencing around patios, decks or pools may not exceed six (6) feet in height.
- (b) Pool Fences. It shall be a requirement within the Property than any pool constructed within the Property, whether above ground or in-ground shall be surrounded by a non-climbable perimeter fence of at least five (5) feet in height and equipped with a self-closing mechanism on all gates. The design for swimming pool and fence construction must be submitted to the ACB for prior approval, and said approval will not be given unless the plans therefore include a perimeter fence in compliance with the section and applicable local codes and regulatory requirements.

Section 16. Vegetation. No weeds or vegetation, of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mass planting of any type on any Lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed from a Lot.

Section 17. Antennae, Satellite Dishes and Solar Collectors. No owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACB.

Section 18. Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not be visible from outside the Lot.

Section 19. Window Treatment. No aluminum foil, newspaper, reflective film or similar treatment shall be placed on windows or glass doors.

Section 20. Chimneys. All fireplace flues, smoke stacks, and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACB.

Section 21. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, no shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground other than commercially marketed propane or natural gas tanks used for outdoor grills, pool or spa equipment.

Section 22. Mailboxes. Mailboxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACB.

Section 23. Setback Lines. All buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines as required by the recorded plat. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship.

Section 24. Water and Sewer Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

Section 25. Recreational Facilities. Recreational facilities such as swing sets, trampolines, swimming pools, basketball goals or sport courts, either permanent or temporary, shall not be placed on any Lot without the prior written consent of the ACB.

Section 26. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment by occupants of Lots within the Property.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its proper officer and it corporate seal to be affixed thereto on the day and year first above written.

STATE OF SOUTH CAROLINA)
COUNTY OF Lexington)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Association by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS
_____ DAY OF _____, 2011

WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES:
