

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**COVERED BRIDGE AT JONES CREEK**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
(the "Declaration") is made on this the 12th day of September, 2007  
by **Covered Bridge at Jones Creek, LLC** (herein referred to as the "Declarant").

**WITNESSETH**

WHEREAS, the Declarant is the owner of the property described on Exhibit "A,"  
attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant desires to subject its property described on Exhibit "A" and  
possibly other property, to the covenants, conditions, easements and provisions of this  
Declaration in order to create a residential community; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities  
of the property and to assure a flexible and appropriate development and improvement of the  
property for the overall benefit of the entire development; and

WHEREAS, Declarant intends by this Declaration to impose upon the property certain  
covenants, conditions, easements and restrictions for the administration, maintenance,  
preservation, use and enjoyment of the property under a general plan of development, and desires  
to provide for the management of the property and any amenities by means of a homeowners  
association which shall hold title to the common areas for the use and benefit of the owners.

**DEDICATION OF PROPERTY:**

NOW THEREFORE, **Covered Bridge at Jones Creek, LLC** hereby declares that the  
real property described on Exhibit "A" of this Declaration (the property being described on  
Exhibit "A" being hereinafter sometimes referred to as the "Property"), including any  
improvements which may be (but are not required to be) constructed on the property, is subjected  
to the provisions of this Declaration. Such real property shall be held, sold, transferred,  
conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants,  
conditions, restrictions, easements, assessments, and liens contained in this Declaration. The  
provisions of this Declaration shall run with the title to the property subjected to this Declaration.  
This Declaration shall be binding on all persons having any right, title, or interest in all or any  
portion of the Property now or hereafter made subject hereto, their respective heirs, legal  
representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each  
and every owner of all or any portion thereof.

**ARTICLE I**  
**DEFINITIONS**

The following capitalized words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

**"Association"** shall mean Covered Bridge at Jones Creek Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

**"Board"** or **"Board of Directors"** shall mean the governing body of the Association, selected as provided in the Bylaws.

**"Bylaws"** shall refer to the Bylaws of the Association.

**"Common Area"** shall mean, if any, the real property, interests in real property, and personal property, easements, and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners and are depicted on the plat or plats of the Community.

**"Community"** shall mean the real property and interests described on **Exhibit "A"** and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.

**"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Association's Board of Directors. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.

**"Declarant"** shall mean Covered Bridge at Jones Creek, LLC. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in an instrument filed in the real property records of the office of the Register of Deeds of Anderson County, South Carolina.

**"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek Subdivision and include any amendment or Supplementary Declaration hereto.

**"Lot"** shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of Anderson County, South Carolina. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Area and membership in the Association.

**"Mortgage"** shall mean any mortgage, security deed, deed of trust, or similar instrument used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

**"Mortgagee"** shall mean the holder of a Mortgage.

**"Occupant"** shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

**"Owner"** shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.

**"Person"** means a natural person, corporation, joint venture, partnership (general or limited), limited liability company, limited liability partnership, association, trust, or other legal entity.

**"Supplementary Declaration"** means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.

**"Total Association Vote"** means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**2.1. Property Subjected to this Declaration.** The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in **Exhibit "A"**.

**2.2 Other Property.** Only the real property described in **Exhibit "A"** is made subject to this Declaration. However, Declarant may subject additional property to this Declaration by recording one or more amendments hereto or Supplementary Declarations. Declarant specifically reserves the right, but shall not be obligated, to annex additional property into the Community and Declarant specifically reserves the right, but shall not be obligated to impose these covenants and restrictions upon said additional property. Such right to annex additional property into the Community shall terminate upon termination of the Class B membership as set forth in Section 3.2.

**2.3 Removal of Property Subjected to this Declaration.** There is no guarantee being given by Declarant that all of the property made subject to this Declaration will be developed and/or will remain subject to this Declaration. During the Class B membership, Declarant shall have the right to remove, and shall have the right to release, all or any portion of

the undeveloped property described on Exhibit "A" that it owns from the provisions of this Declaration, in its sole discretion by filing a written instrument in the office of the Register of Deeds for Anderson County, South Carolina, removing such property. The determination of whether such property shall be considered "undeveloped" shall be in the sole discretion of the Declarant.

### **ARTICLE III**

#### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's proxy appointed in accordance with the Association's Bylaws, but in no event shall more than one (1) vote be cast for each Lot owned.

**3.2 Voting.** The Association shall have two (2) classes of voting membership.

(a) **Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. The vote for each such Lot shall be exercised as they among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting, but in no event shall more than one vote be cast with respect to any such Lot. In the absence of such notification, the vote allocated to such particular Lot shall be suspended in the event more than one Person or entity seeks to exercise the right to vote. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right. In the event the Owner is an entity, that entity shall, by written resolution, designate the individual who shall be authorized to exercise the voting rights of that Lot and shall deliver an original or certified copy of such written resolution to the Secretary of the Association, who shall file it with the Association's books and records.

(b) **Class B:** The Class B member(s) shall be the Declarant and any successor of Declarant who takes title to all or a portion of the Property for the purpose of development and sale and who is designated as a successor Declarant in a recorded instrument in accordance with this Declaration. Declarant shall be entitled to two (2) votes for each Lot owned by it, plus one (1) vote for each Lot held by a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) Declarant's filing of written notice in the office of the Register of Deeds for Anderson County, South Carolina that it desires to terminate its Class B membership; or

(2) when one hundred (100%) percent of the Lots are owned by Persons other than the Declarant.

Notwithstanding the provisions above, the Class B membership shall not terminate if, within one hundred twenty (120) days after the condition set forth in Section 3.2(b)(2) is fulfilled, additional property is incorporated into the Community and as a result, the number of votes of the Class B member(s), determined as set forth above, is greater than the number of votes held by Class A members. If Declarant fails to annex additional property into the Community within such one hundred twenty (120) day period, then Declarant's right to annex additional property as set forth herein shall terminate. From and after the termination of the Class B membership, Declarant and any designated successor Declarant shall be entitled to one (1) vote for each Lot owned. At such time, or at any earlier time as Declarant may desire to voluntarily relinquish its Class B membership, Declarant shall call a meeting of the Owners to inform the members of the termination of the Class B membership and to transfer control of the Association to the Owners, to be evidenced by a written notice recorded in the office of the Register of Deeds for Anderson County, South Carolina.

**3.3 Association as Successor to Declarant.** Upon the termination of the Class B membership as described above, the Association shall succeed to all of the rights, duties and responsibilities of the Declarant under this Declaration. The Association shall not, however, succeed to any rights of Declarant regarding any portion of any additional property which has not then been annexed to, and incorporated within, the Community, nor succeed to the rights of the Declarant regarding any portion of undeveloped Property subjected to this Declaration that has been removed by the Declarant. The Association may delegate any of such rights, duties and responsibilities to the Architectural Review Committee or to any other committee or entity which it may choose to form.

#### **ARTICLE IV** **ASSESSMENTS**

**4.1 Purpose of Assessment.** The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board. The assessments levied by the Association shall also be used for the administration, operation, improvement, maintenance, use and enjoyment of the Common Area, including the streets, the entrance landscaping, whether or not located on Common Area, and including, but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, other personnel or contract services deemed appropriate, establishing a maintenance and replacement reserve, repaying loans incurred by the Association, including interest, the payment of taxes assessed against such Common Area, and the employment of attorneys, accountants and other professionals to represent the Association when necessary, and to provide such other services which the Association determines to be necessary or desirable.

**4.2 Creation of the Lien and Personal Obligation for Assessments.** For each Lot owned within the Community, each Owner of any Lot by acceptance of a deed therefor, whether

or not it shall be so expressed in such deed, covenants and agrees, and is deemed to covenant and agree, to timely pay the Association: (1) annual assessments or charges, including any street maintenance, entrance landscaping, whether or not located on Common Area, and privacy costs, which assessments or charges may be assessed and/or collected on such basis as the Association deems appropriate, and (2) special assessments for capital improvements and other purposes, such assessments to be established and collected as hereinafter provided; and (3) special assessments which may be assessed against an Owner's Lot for failure to perform an obligation under this Declaration, or because the Association has incurred an expense on behalf of an Owner under this Declaration or the Association documents. Declarant will not be responsible for the payment of assessments on Lots it owns and can release builders that own Lots from responsibility for the payment of assessments.

**4.3 Personal Liability.** Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner, shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor or immediately preceding Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings, in which event, the prior Owner shall continue to remain liable.

**4.4 Certificate of Payment.** The Association shall, within ten (10) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.

**4.5 Annual Assessments.** Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may, in its sole discretion, distinguish between the occupied Lots and the unoccupied Lots for the purpose of annual assessments. If the Board sets a lower assessment for the unoccupied Lots, the Owner of an unoccupied Lot may not use the Common Areas unless such Owner pays the assessment established by the Board for occupied Lots. Unless otherwise provided by the Board, the annual assessment shall be paid in annual installments; however, the Board may allow annual assessments to be paid in monthly, quarterly, semi-annual or annual periodic payments. Declarant will not be responsible for the payment of assessments on Lots it owns until such time as the Class B membership converts to Class A membership; however, the Declarant may fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

**4.6 Computation of Annual Assessments.** The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be mailed or delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.

**4.7 Special Assessments.** The Board or the members, as determined below, shall have the power to determine special assessments pursuant to this Section as it shall deem appropriate, in its sole discretion. Special assessments may be levied against one or more Lots or against all Lots. The Declarant shall not be obligated to pay any special assessments. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may also determine special assessments on Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association):

(a) **For Capital Improvements.** In addition to the annual assessments and other special assessments, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon any Common Area, including the streets, lakes, dams, docks, bridges, entrance walls, signs, and landscaping, including fixtures and personal property related thereto, or to make up any deficit or shortage in the current year's budget; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members and the approval of the Class B member(s) who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association's Board of Directors. Notice of the amount and due dates for such special assessments must be sent to each Owner at least thirty (30) days prior to such due date.

(b) **For Exterior Maintenance, Yard and Fence.** In addition to the annual assessments and other special assessments, in the event that any Owner fails to properly maintain the exterior of such Owner's residence, including the yard, any detached building, any dock, or any fence or fences on such Owner's Lot, the Board of Directors of the Association may, by majority vote, levy a special assessment against the Owner of such Lot, which assessment shall be in an amount equivalent to that required to properly maintain the exterior of such residence, yard, detached building, dock, or fence or may expend portions of the assessments for maintenance of the exterior of such Owner's residence, yard, detached building, dock, or fence, in which event, the Owner shall be assessed for such expense of maintenance as provided for herein.

**4.8 Registration Fee.** Each Owner shall be assessed a one-time registration fee of Five Hundred and no/hundredths (\$500.00) Dollars. The Owner shall pay the registration fee to the Association at the closing for such Owner's Lot. If not paid at the closing of the Lot, the registration fee, together with costs and reasonable attorney's fees incurred in attempting to collect the registration fee, shall immediately become a charge and continuing lien upon such Lot and shall additionally become the joint and several personal obligation of each Owner of such Lot.

**4.9 Lien for Assessment.** All sums assessed against any Lot, Owner, or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.

**4.10 Priority.** The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or deed to secure debt, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.

**4.11 Effect of Nonpayment of Assessment.** Any assessments (or installments) which are not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the assessment is not paid within thirty (30) days, a lien shall attach to the Owner's Lot. The lien shall cover all assessments then due or which come due until the lien is cancelled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association may, in its sole discretion, take any or all of the following actions:

(a) Assess an interest charge from the date of delinquency equal to the lesser of the maximum rate permitted by law and eighteen percent (18%) per annum;

(b) Assess a late charge at the rate established by the Board per delinquency or such other charge as shall have been established by the Board of Directors;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Bring an action at law or in equity against the Owner personally obligated to pay the delinquent assessment by instituting suit to collect such amounts and foreclose its lien against the Lot, and interest, costs of collection and reasonable attorneys fees of such action of foreclosure shall be added to the amount of such assessment. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same.

No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

**4.12 No Set Off or Deduction.** No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

**4.13 Application of Payments.** All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.



**4.14 Date of Commencement of Assessments.** Assessments shall start on the first day of the month following the date of closing for the sale of the Lot to a Person other than Declarant. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.

**4.15 Budget Deficits During Declarant Control.** For so long as the Declarant has the authority to appoint the directors and officers of the Association as stated in the Bylaws, Declarant may (but shall not be required to):

(a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the annual and special assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be repaid from assessments or may be evidenced by promissory notes from the Association in favor of the Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or

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

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

## **ARTICLE V**

### **MAINTENANCE & CONVEYANCE**

### **OF COMMON AREA TO ASSOCIATION**

#### **5.1 Association's Responsibility.**

(a) The Association shall maintain in good repair the Common Area, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Area. The Association shall also maintain all lakes and associated dams, if any, in or about the Community or any Lot thereon to the extent maintenance of such lake is required and the lake is not otherwise maintained by a governmental entity or third party.

(b) The Association shall also maintain all Community entry features, Common Areas, and operate and maintain street lights (if not maintained and operated by a governmental entity or other entity) for the Community including the expenses for water and electricity, if any, provided to all such entry features, Common Areas, and street lights; all storm water detention facilities and easements serving the Community (to the extent such facilities and easements are not maintained by a governmental entity); and all property outside of Lots located within the Community which was originally maintained by Declarant.

(c) The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit the Owners.

(d) In the event that the Association determines that the need for maintenance, repair, or replacement of property described above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be an special assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.

(e) All maintenance shall be performed consistent with the Community-Wide Standard.

**5.2 Owner's Responsibility.** Except as provided in Section 5.1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be assessed against the Owner as a special assessment.

**5.3 Conveyance of Common Area by Declarant to Association.** The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, Common Area or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Area to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

**5.4 Easements.** Notwithstanding anything herein to the contrary, Declarant reserves the right to grant a conservation easement in and over any portion of the Common Area prior to Declarant's transfer of the Common Area to the Association. Further, Declarant reserves the right to grant easements over, in and under all such Common Area, including but not limited to drainage and septic system easements.

**ARTICLE VI**  
**ARCHITECTURAL REVIEW**

**6.1 Purpose.** In order to maintain a high quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant has retained full architectural control as herein provided. Accordingly, no building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by Declarant or by the Architectural Review Committee, as defined in Section 6.2 of this Article.

**6.2 Architectural Review Committee.**

(a) The "Architectural Review Committee" shall mean, as follows: So long as Declarant owns any portion of the property subjected to this Declaration, the Architectural Review Committee shall mean the Declarant, unless Declarant shall elect to transfer such control to the Association or to an Architectural Review Committee whose members shall be Owners.

(b) The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction.

(c) The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.

(d) The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.

(e) Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may be provided to Owners for a reasonable fee.

(f) So long as the Declarant owns any property for development or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

(g) At such time as all of the Lots in the Community have been fully developed, permanent improvements constructed thereon, and such Lots have been sold to permanent residents, or at such time as Declarant desires to transfer control to an Architectural Review Committee, the Declarant shall notify the President of the Board of Directors of the Association to that effect. Declarant will then execute a written instrument transferring control to the Board of Directors of the Association and record it in the office of the Register of Deeds for Anderson County, South Carolina. Thereupon, the Declarant's rights and obligations as the Architectural Review Committee shall forthwith terminate; and, thereafter, the Board of

Directors of the Association shall have the right, power, authority, and obligation to establish a successor Architectural Review Committee and prescribe rules and regulations pursuant to which such Committee shall serve and act. Any such successor Architectural Review Committee shall be composed of at least three (3) but not more than seven (7) Owners. The term of each committee member shall be determined by the Board of Directors of the Association.

### **6.3 Review and Approval of Plans.**

(a) No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Review Committee for written approval (i) as to conformity and harmony of external design and general quality with the standards of the Community and (ii) as to the location of structures in relation to surrounding structures and topography and finished ground elevation. The Architectural Review Committee reserves the right in its sole discretion to approve or disapprove all plans and specifications submitted. In the event the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the Architectural Review Committee, addressed to the office of the Architectural Review Committee, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the Architectural Review Committee within fifteen (15) days of the date such notice was received, the approval by the Architectural Review Committee will not be required with respect to the submitted plans

(b) As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is in violation of these restrictions. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.

(c) Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, but not being limited to:

(1) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof;

(2) a foundation plan;

(3) a floor plan;

(4) exterior elevations with cross-sections of all proposed structures and alterations to existing structures, as such structures which will appear after all backfilling and landscaping are completed;

(5) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and

(6) plans for landscaping and grading.

(d) Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot and structure and such approval may not be rescinded thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(e) Neither Declarant, nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor for any structural defects in any work done according to such plans and specifications or for the location of the house rough-staked on any Lot. Further, neither Declarant, nor any member of the Architectural Review Committee, shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the location of any such house. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Review Committee, to recover for damages, and such right, if any, to institute any action or suit, is waived.

(f) During construction, any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of the Declaration; and neither the Architectural Review Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**6.4 Violations.** If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Review Committee, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board of Directors of the Association upon recommendation of the Architectural Review Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner by certified mail, setting forth the nature of the violation and the specific action required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the receipt of the aforesaid notice of violation, then the Board of Directors of the Association or Declarant shall have the right to file a lien against such Owner's Lot, or proceed at law or in equity for the recovery of damages, or for injunctive relief or both.

## **ARTICLE VII**

### **USE RESTRICTIONS AND RULES**

**7.1 Residential Use.** All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time, except with the written approval of the Board.

**7.2 Subdivision of Lots.** No lot or contiguous group of Lots may be subdivided or replatted in any manner which would bring about a greater number of Lots, except by Declarant. Declarant hereby expressly reserves the right to subdivide, reduce, enlarge or change the boundary lines of any Lot, including the right to replat any Lot or Lots owned by Declarant.

**7.3 Building Size Requirements.** No residence shall be permitted on any Lot with less than two thousand, five hundred (2,500) square feet of heated and air conditioned living areas, exclusive of open porches, garages, carports, screened porches, and all unfinished basement or other interior spaces, calculated from exterior dimensions. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family residence not to exceed two (2) stories in height.

**7.4 Building Material Requirements.** No residence shall be constructed of any exterior siding material other than brick, stone, cultured stone, or stucco. No residence shall have an exterior of vinyl siding.

**7.5 Roofing Requirements.** No residence shall have roofing constructed of any roofing material other than architectural grade shingles. The minimum permitted roofing pitch is 6/12.

**7.6 Setbacks, Building Lines and Undisturbed Buffer Area.**

(a) In no event shall any dwelling be erected and located upon any such Lot closer to the front property line, closer to the rear property line or closer to the side property lines than those setback measurements shown on recorded plats of the Community filed by the Declarant, or as may be determined by the Declarant or the Architectural Review Committee

after Declarant has transferred control of the Association to the Lot Owners. The area of the Lot outside of these setback lines is the buildable area.

(b) No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement.

(c) No buildings or improvements shall be constructed or placed, and no clearing of trees, grading of land or other change to the natural landscape shall be permitted within the Undisturbed Buffer Area shown on Lots 26, 27, and 28 on the recorded plats of the Community.

**7.7 Walls and Fences.** No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the said minimum front building setback line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Review Committee pursuant to this Declaration. The exposed part of the retaining walls shall be made of such material as is approved in writing in advance by the Architectural Review Committee.

**7.8 Terraces, Detached Garages and Eaves.** For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps shall be considered as a part of the structure. All detached structures shall be placed to the rear of the main dwelling unless approved otherwise in writing by the Architectural Review Committee.

**7.9 Storage Sheds, Barns and Garages.** Construction, installation, or placement of a storage shed, barn, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location inconspicuous as much as possible from public view. No two-story structures of this nature are permitted on any Lot within the Community. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

**7.10 Compliance with Zoning and Subdivision Regulations.** In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county zoning ordinances and subdivision regulations in effect where the Community is located.

**7.11 Commencement and Completion of Construction.** The Owner of a Lot must commence construction of a residence within two (2) years from the date that the Lot becomes serviced by utilities. All improvements commenced on any Lot in the Community shall be prosecuted diligently to completion and shall be completed within one (1) year from their commencement, unless such improvements are being constructed by Declarant, or unless an exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required one-year period, then after notice to the Owner

of the Lot, the Association shall have the right to impose a fine of One Hundred and no/hundredths (\$100.00) Dollars per day, or such other amount as the Association shall deem appropriate, on the Owner of the Lot until construction is resumed, or the improvement is completed, unless the Owner can prove to the satisfaction of the Architectural Review Committee that such abandonment or delay is due to circumstances beyond the Owner's control. Such charges shall be considered a special assessment and lien as provided in hereinabove. Landscaping shall be completed within ninety (90) days after the completion of an improvement on the Lot or a fine of Fifty and no/hundredths (\$50.00) Dollars per day, or such other amount as the Association may deem appropriate, shall be levied against the Lot Owner. The Association may also take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

**7.12 Aesthetics, Nature Growth.** No grading, clearing or other changes to the natural landscape are permitted within thirty (30) feet of any body of water except with the prior written approval of the Architectural Review Committee. Trees which have a diameter in excess of four (4) inches measured two (2) feet above the ground and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Review Committee. No buildings or other Prior to clearing any Lot for the construction of a house and/or other structure, the Owner and/or builder must first rough-stake the house and intended location of driveway(s) on the Lot and obtain the prior written approval of the Architectural Review Committee as to the location of the house and/or structures that they are in compliance with the plans and specifications submitted to the Architectural Review Committee as described herein. Once written approval is received from the Architectural Review Committee as to the location of the rough-staking, all vegetation within ten (10) feet of the approved location of the construction may be removed with consideration for the remaining vegetation. In the event the Architectural Review Committee fails to approve or disapprove the location of the rough-staked structures within thirty (30) business days from the date it received notice in writing that said structure has been rough-staked, approval shall be deemed given by the Architectural Review Committee.

**7.13 Delivery Receptacles, Property Identification Markers and all other Streetscapes.** All property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Architectural Review Committee. All mailboxes must be uniform and must also conform to the design standards established by and on file with the Architectural Review Committee.

**7.14 Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard may be displayed in a window on a home on any Lot provided such a sign does not exceed two (2) feet in height or length. Any signs required by legal proceedings may be erected upon any Lot.

**7.15 Vehicles.** The term "vehicle," as used herein, shall include, without limitation a motor home, boat, trailer, motorcycle, minibike, scooter, go-cart, truck, camper, bus, van, and automobile.



(a) Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of parking areas serving their Lot, all vehicles shall be parked within such parking areas. Where the Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

(b) No vehicle may be parked upon any portion of the Community unless it is stored in a garage or stored in another area designated or approved by the Board.

(c) No unlicensed vehicle shall be left upon any portion of the Community, except in a garage or other area designated by the Board.

(d) Upon request of Declarant or the Board, such vehicles identified in 7.15(b) and 7.15(c) above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within three (3) days of notice, and the costs of such removal shall be a special assessment against such Owner.

(e) Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

(f) No vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

**7.16 Occupants Bound.** All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a reasonable period of time, the fine may then be levied against the Owner, and shall, if not paid, remain the responsibility of the Owner.

**7.17 Clothes Lines and Garbage Containers.** No clothes lines, exposed garbage containers (except for local governmental required containers) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residences shall be underground.

**7.18 Garbage and Refuse Disposal.**

(a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same shall be removed by the

Owner of such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee. No such items shall be burned in any fashion within the boundaries of said Lot.

(b) All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant reserves the right to dump and bury rocks on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except that Declarant may maintain a "burn pit" during development and construction of the Community.

**7.29 Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number, as determined by the Board in its sole and absolute discretion. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall be kept within a dwelling, enclosed yard, or a yard area bordered by an "invisible fence" designed for animal control, unless on a leash. No pet which has caused any damage or injury shall be walked in the Community, whether on a leash or otherwise. All pets shall be registered, licensed, and vaccinated as required by law. Pets which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants, determined in the sole discretion of the Board, must be removed by their owner upon request of the Board. The Board may establish rules which may require that Owners and/or Occupants who own pets remove any feces or other animal waste from the Lots or other property on which it is deposited.

**7.20 Nuisance.** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law.

**7.21 Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

**7.22 Antennas.** No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to any Lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof ridge of any house will be permitted. In no event shall free standing transmission or reception towers or antennae, nor shall any satellite disks be permitted, except small satellite dishes no larger than eighteen (18") inches in diameter. Any such satellite dishes must be installed behind the main residential dwelling located on any such Lot, hidden from view from the street on which such Lot fronts or such other location as may be approved in writing by the Architectural Review Board. The Architectural Review Board shall also have the right to establish rules and guidelines for the color, size, location, quantity, installation and other issues regarding satellite dishes on any Lot.

**7.23 Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.

**7.24 Guns.** The use of firearms in the Community is prohibited. The term "firearms" includes rifles, shotguns, pistols, "BB" guns, pellet guns, and firearms (small or large) of all types.

**7.25 Utility Lines.** No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction, and lines installed by or at the request of Declarant.

**7.26 Air-Conditioning Units.** No window air conditioning units may be installed.

**7.27 Lighting.** Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; and (d) seasonal decorative lights.

**7.28 Swimming Pools and Hot Tubs.** No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Architectural Review Committee. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee and then only if enclosed by an approved fence.

**7.29 Exteriors.** No building shall be erected, altered, placed, or permitted to remain on any Lot with exterior vinyl siding.

**7.30 Lakes, Streams and Wetlands.**

(a) Owners shall have no riparian rights with respect to the waters in any lake, stream, pond, pool or wetlands (herein "waterways") within the Community and shall not be permitted to withdraw water from any waterways that may exist in the Community or from any waterway which is made available for the use by the Owners and Occupants within the Community without having first obtained the prior written consent of the Board or its designee.

As long as the Declarant has the right unilaterally to subject property to this Declaration or owns any property in the Community for development and/or sale, Declarant may authorize and grant easements to withdraw water from such waterways without the consent of the Board.

(b) Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, basketball goals or similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls, water retention walls, or any other structure or thing which, in the sole discretion of the Board or its designee, tends to detract from the appearance of the Community, and especially the lakes, streams and wetlands, shall be permitted on any Lot which abuts or is appurtenant to any lake, stream or wetland within the Community or any stream made available for the use of all Owners and Occupants within the Community, without the prior written consent of the Architecture Review Committee or its designee.

(c) Owners may operate boats, kayaks, canoes and other water craft on any lake within the Community provided that water crafts with gas powered motors shall not be permitted on such lakes.

(d) An Owner of a Lot that abuts any lake within the Community may erect a dock on such Lot provided that such dock is in compliance with all applicable laws and the Architectural Review Committee has first approved in writing the construction of the dock.

**7.31 Sodded Yards.** All yards of any numbered Lot shall be sodded except for areas that are within thirty (30) feet of a body of water and areas that the Architectural Review Committee has approved in writing for other landscaping. The type of grass used must also be approved in writing by the Architectural Review Committee.

## **ARTICLE VIII** **ACKNOWLEDGMENTS**

**8.1 Acknowledgements.** Each Owner is hereby advised of the matters affecting the Community and the Owners' use and enjoyment thereof that are set forth in this Article VIII.

**8.2 Access.** The primary roadways within the Community are or may be subject to restricted or gated access limitations, and are subject to rules and regulations of the Association. The roads within the Community will initially be maintained by the Association on non-exclusive easements that have been, or will be, granted to the Association by Declarant. The Association has promulgated or may promulgate rules and regulations governing use of the private roads within the Community. Easements for potential future access to properties outside the boundaries of the Property and adjustments to roadway design have been reserved, and such easements have been or will be recorded in the Register of Deeds for Anderson County, South Carolina. The construction of such future potential access and adjustments to roadway design may occur at any time and from time to time with reasonable notice. Such construction may affect use of cul-de-sacs and may alter access to the Community.

**8.3 Expansion or Contraction of The Property.** Despite any depiction of the Property as set forth on any plat, the size and dimensions of the Property and the number of residences contained in the Property may at Declarant's sole discretion, without obligation, be expanded or contracted, including, without limitation, the right of Declarant to include as part of the Property any number of additional residences and Lots.

#### **8.4 Recreation, Golf Cart and Lake Activities.**

**8.4.1 Recreation Activities.** It is anticipated that the Community shall include recreation facilities (including without limitation, pavilions, clubhouses, picnic areas, swimming pools, trails, golf cart paths, restrooms, shelters and maintenance buildings) (the "Recreation Facilities"). The Recreation Facilities may generate an unpredictable amount of physical, visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Recreation Facilities (the "Recreational Activities"). The Recreational Activities include, without limitation: (i) movement and operation of passenger vehicles (including, without limitation, buses, vans, golf carts and other vehicles transporting passengers over adjacent streets and over, around and through the Recreation Facilities), commercial vehicles, and construction vehicles and equipment; (ii) operation of lawn mowers, grooming equipment and sprinkler systems (iii) activities relating to the construction, operation and maintenance of clubhouses, swimming pools, trails, and maintenance buildings and other facilities relating to the Recreation Facilities; (iv) activities relating to the use of the Recreation Facilities (including without limitation, swimming and outdoor cooking); (v) other activities permitted by law. The Recreational Activities may occur during daytime and nighttime and therefore may include illumination for such activities.

**8.4.2 Recreation Related Risks.** There are certain risks related to ownership of residential property within close proximity to a swimming pool and other recreation facilities. Such risks include, without limitation, injury to persons and/or property arising out of, or resulting from, Recreational Activities, the design, construction, operation, maintenance and/or use of the Recreation Facilities; trespass; the existence of wildlife on and around the Recreation Facilities; acts or omissions of persons using or otherwise on or in the Recreation Facilities; and/or the danger inherent in the existence of water hazards, ponds, lakes, and or swimming pools (including, without limitation, the possibility of drowning or of falling on slippery surfaces) on the Recreation Facilities (the "Recreation Related Risks").

**8.4.3 Golf Carts.** Owners may store a golf cart on their Lot provided that it is enclosed in a garage or similar structure when not in use. If an Owner uses and operates a golf cart for transportation or other purposes in and around the Community, Owner assumes all risks associated with such use and operation, including without limitation collision with other golf carts, vehicles and other motorized equipment and the Recreation Related Risks and Owner assumes the risk that a governmental body or agency may limit, restrict or otherwise regulate the use of golf carts on the roadways within the Community (the "Golf Cart Risks").

**8.4.4 Lake Activities and Impacts.** The Community is located adjacent to, or in the vicinity of, a lake or lakes (the "Lake") and related facilities (including without

limitation, dock facilities, spoil areas and boats (the "Lake Facilities"). The Lake Facilities and other users of the Lake are expected to generate an unpredictable amount of physical, visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Lake and Lake Facilities (the "Lake Activities and Impacts"). The Lake Activities and Impacts include, without limitation: (i) movement and operation by members of the public of maritime vehicles (including, without limitation, fishing boats, kayaks, canoes, personal watercraft vehicles and other vehicles transporting passengers over, around and through the Lake), construction vehicles and equipment; (ii) use of the Lake by swimmers; (iii) operation of forklifts and dredging equipment in any Lake areas; (iv) activities relating to the construction, operation and maintenance of the Lake and Lake Facilities; (v) activities relating to the use of the Lake and Lake Facilities (including without limitation, swimming, fishing and boating); (vi) increased concentrations of mosquitoes, insects and other wildlife occurring in the riparian habitat, (vii) flooding, erosion, droughts and other impacts related to flowing water and (viii) other activities permitted by law. The Lake Activities and Impacts may occur during daytime and nighttime and therefore may include illumination for such activities. Declarant has no interest in or right to divert, alter the flow or use any water from the Lake and Declarant makes no representation or warranty regarding Lake levels.

**8.4.5 Lake Related Risks.** There are certain risks related to ownership of residential property within close proximity to a lake. Such risks include, without limitation, injury to persons and/or property arising out of, or resulting from, the Lake Activities and Impacts (including without limitation boating risks), the design, construction, operation, maintenance and/or use of the Lake Facilities; disturbances caused by users of the Lake; trespass; the existence of wildlife on the Lake and Lake Facilities; acts or omissions of persons using or otherwise on the Lake; and/or the inherent danger of associated with Lakes (including the possibility of drowning) on the Lake (the "Lake Related Risks").

**8.4.6 Waiver, Release and Indemnification.** The Recreational Activities, the Golf Cart Activities, and the Lake Activities and Impacts, the impacts and disturbances generated by them, and the Recreation Related Risks, Golf Cart Risks and the Lake Related Risks may occur in and around the Community. Each Owner forever waives and releases any claims such Owner, and its successors and assigns, may have against Declarant, Declarant's managers, officers, agents, designees and contractors, the owner(s) and/or operator(s) of the Recreation Facilities, the owner(s) and/or operator(s) of the Lake and Lake Facilities, Covered Bridge at Jones Creek Homeowners Association and their respective officers, directors, agents and contractors and their respective successors and assigns, that in any way arise out of the impacts and disturbances generated from the Recreational Activities, the Golf Cart Activities, and the Lake Activities and Impacts, the Recreation Related Risks, the Lake Related Risks and from any liability for damage or injury caused by the Recreation Related Risks, Golf Cart Risks or the Lake Related Risks. Each Owner agrees to indemnify and hold Declarant, Declarant's managers, officers, agents, designees and contractors, the owner(s) and/or operator(s) of the Recreation Facilities, the owner(s) and/or operators(s) of the Lake and Lake Facilities, Covered Bridge at Jones Creek Homeowners Association and their respective officers, directors, agents and contractors and their respective agents, employees, officers,

successors and assigns, harmless from and against any and all claims, actions, cost or liabilities arising from any damage or injury caused directly or indirectly by the Recreational Activities, the Golf Cart Activities, Lake Activities and Impacts, the impacts and disturbances generated by them, Recreation Related Risks, Golf Cart Risks or the Lake Related Risks occurring on or to the Owner's Lot or to Owner or any of Owner's guests or invitees.

**8.4.7 Incomplete Development.** Because an Owner may be purchasing a Lot or Residential Unit during a period in which construction is or will be occurring and the Residential Unit may be completed prior to the completion of other homesites, there may be certain inconveniences until construction is completed, and each Owner waives all claims against Declarant with respect thereto. Each Owner agrees that if Owner, Owner's family, guests, employees, contractors, agents or invitees enter onto any area of construction, they do so at their own risk, and neither Declarant, nor Declarant's contractors, if any, agents, designees or employees shall be liable for any damage, loss or injury to such persons.

## **ARTICLE IX** **GENERAL PROVISIONS**

**9.1 Enforcement.** Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner's Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

**9.2 Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing, or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

**9.3 Duration.** The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by Declarant, the

Association or any Owner, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date upon which this Declaration is recorded. After such twenty (20) year term, such covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3 of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

**9.4 Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration provided that any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose provided that any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended:

(1) for so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Total Association Vote; and

(2) if the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Total Association Vote.

**9.5 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**9.6 Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision



which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

**9.7 Captions.** The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**9.8 Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue to the fullest extent permitted by law.

**9.9 Indemnification.** To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer of the Association (including members of the Architectural Review Committee) and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled. This indemnification shall also include attorney's fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

#### **9.10 Books and Records.**

**(a) Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

**(b) Rules for Inspection.** The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.

**(c) Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the

physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**9.11 Financial Review.** A review of the books and records of the Association shall be made annually in the manner as the Board may decide provided that after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

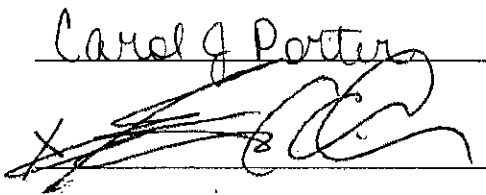
**9.12 Notice of Sale, Lease, or Acquisition.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably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

**9.13 Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community, or has the right to unilaterally annex additional property to the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

**9.14 Implied Rights.** The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation of the Association, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**IN WITNESS WHEREOF,** the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

Carol G. Porter  


**COVERED BRIDGE AT JONES CREEK, LLC**

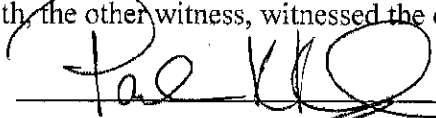
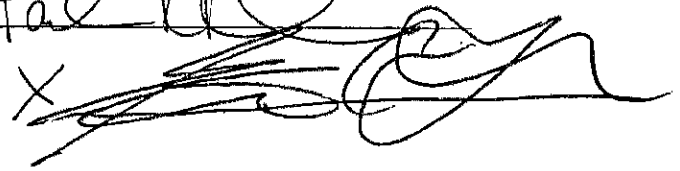
 (SEAL)

By: Paul Kirkland  
Its: Authorized Representative

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF ANDERSON            )

**PROBATE**

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **COVERED BRIDGE AT JONES CREEK, LLC** by Paul Kirkland, its Authorized Representative, sign, seal and as its act and deed, deliver the foregoing Declaration; and that (s)he with the other witness, witnessed the execution thereof.

  
\_\_\_\_\_  
  
X

Sworn to before me this 12  
day of Sept, 2007.

Carol J. Porter (L.S.)  
Notary Public For South Carolina  
My Commission expires: 1-17-2013

**EXHIBIT "A"**  
**PROPERTY SUBJECT TO THIS DECLARATION**

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, and being shown and depicted as 221.14 acres, more or less, on plat prepared by John F. Tinsley, Professional Land Surveyor, dated February 16, 2006 and recorded in the ROD Office for Anderson County in Plat Book S 1600 at Pages 9 & 10 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

Such plat has the metes and bounds set forth therein.

070029297 9/13/2007 09:22:26 AM  
FILED, RECORDED, INDEXED  
Bk: 08251 Pg: 00059 Pages: 028  
Rec Fee: 34.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR COVERED BRIDGE AT JONES CREEK**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Amendment") is made on this 14th day of May, 2008, by Covered Bridge at Jones Creek, LLC (herein referred to as the "Declarant").

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Original Declaration") in book 08251 at Page 59 of the Register of Deeds office for Anderson County, South Carolina.

WHEREAS, Declarant wishes to clarify and amend provisions of the Original Declaration related to the Undisturbed Buffer Area described in Section 7.6(c).

WHEREAS, Lot 26 was conveyed to CB Enterprises, LLC, prior to the recordation of the Original Declaration and Lot 25 was conveyed to, Milestone Custom Properties, LLC subsequent to the recordation of the Original Declaration.

WHEREAS, CB Enterprises, LLC and Milestone Custom Properties, LLC, desire to consent to the provisions of this Amendment.

NOW THEREFORE, in consideration of the mutual benefit conferred by the provisions of the Original Declaration and this Amendment, Declarant, CB Enterprises, LLC and Milestone Custom Properties, LLC, agree as follows:

1. Allowed Uses in Undisturbed Buffer Area. Section 7.6(c) of the Original Declaration shall be deleted in its entirety and replaced with the following language:

"No buildings shall be constructed or placed in the Undisturbed Buffer Area shown on Lots 25, 26 and 27 on the recorded plats of the Community. The Owner of any of the aforementioned lots may plant grass and other natural vegetation in the Undisturbed Buffer Area. No trees greater than four (4) inches in diameter shall be cleared from the Undisturbed Buffer Area, unless they are dead, but smaller trees, bushes and brush may be cleared."

2. Lot 25 and Lot 26 Subject to Declaration. Lot 25 and Lot 26 shall henceforth be subject to the Declaration as amended by this Amendment.
3. Original Declaration and Effect of this Amendment. The Original Declaration shall remain in full force and effect as written except as expressly amended by this Amendment. All references to the

expressly amended by this Amendment. All references to the  
"Declaration" shall mean the Original Declaration as amended by this  
Amendment.

**SIGNATURE PAGES TO FOLLOW**

Signed, Sealed and Delivered  
in the presence of:

Alvin Montgomery  
[Signature]

Covered Bridge at Jones Creek, LLC

[Signature]

By: Paul Kirkland

Its: Authorized Representative

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

ACKNOWLEDGEMENT

I, Carol J Porter, a Notary Public of the county and state aforesaid, do hereby certify that **Paul Kirkland** personally appeared before me this day and acknowledged that he is the Authorized Representative of **Covered Bridge at Jones Creek, LLC**, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 10 day of April, <sup>2008</sup>2007.

[Notarial Seal]

Carol J Porter

Notary Public for S.C.

My Commission Expires 1-11-2013

Consented and Agreed to by the Owner of Lot 26, CB Enterprises, LLC.

Signed, Sealed and Delivered

in the presence of:

*Bennett Galloway*  
*Bennett Galloway*

CB Enterprises, LLC

By: Bennett Galloway

Its: Member

STATE OF SOUTH CAROLINA )

COUNTY OF Orangeburg )

ACKNOWLEDGEMENT

I, Phyllis Mills, a Notary Public of the county and state aforesaid, do hereby certify that **Bennett Galloway** personally appeared before me this day and acknowledged that he is a member of **CB Enterprises, LLC**, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 7 day of December, 2007.

[Notarial Seal]

Phyllis Mills  
Notary Public for SC  
My Commission Expires 10-21-2017








Consented and Agreed to by the Owner of Lot 25, Milestone Custom Properties, LLC.

Signed, Sealed and Delivered  
in the presence of:

Milestone Custom Properties, LLC

  
By: Gerard P. Fay II  
Its: Member

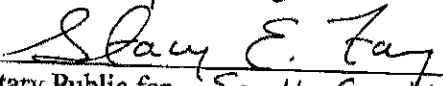
STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

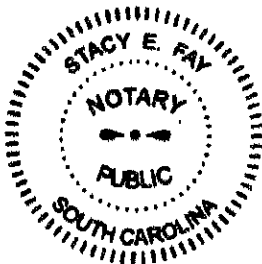
ACKNOWLEDGEMENT

I, Stacy E. Fay, a Notary Public of the county and state aforesaid, do hereby certify that Gerard P. Fay II personally appeared before me this day and acknowledged that he is a/the Member of **Milestone Custom Properties, LLC**, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 14 day of May, 2008.

[Notarial Seal]

  
Notary Public for South Carolina  
My Commission Expires April 24, 2018



080015964 6/05/2008 10:23:04 AM  
FILED, RECORDED, INDEXED  
Bk: 08698 Pg: 00035 Pages: 005  
Rec Fee: 11.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon