

All of the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the Property and be binding on all parties owning any right title or interest in the Property or any part thereof, their respective heirs, successor and assigns, and shall inure to the benefit of each Owner.

ARTICLE I

DEFENITIONS

All capitalized terms shall have the meaning set forth in Article I

Section 1.1. **“Annual Assessment”** shall mean and refer to the amount to be levied annually by the Association against each lot, as set forth herein.

Section 1.2. **“Assessments”** shall mean and refer to the Annual Assessments, Special Assessments.

Section 1.3. **“Association”** shall mean and refer to the FOXWOOD HOMEOWNERSASSOCIATION, INC., a South Carolina Non-profit corporation its successors and assigns.

Section 1.4. **“Board”** shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the bylaws and South Carolina law.

Section 1.5. **“Improvement”** or **“Improvements”** shall mean and refer to any and all man-made changes or additions to any portion of the property.

Section 1.6. **“Lot”** or **“Lots”** shall mean an refer to the separately numbered parcels depicted on the Map.

Section 1.7. **“Map”** or **“Maps”** shall mean and refer to the map of the subdivision recorded in the Greenville County Register of Deeds Office in Plat Book 12-B at Page 77, and as revised and recorded in Plat Book 17-y at Page 51, and as revised and recorded in Plat Book 19-T, , and revised and recorded in Plat Book 21-Z at Page 41, and as revised and recorded in Plat Book 29-Y at Page 76 and in Plat Book 15-G at Page 69, and as revised and recorded in Plat Book 17-Y at Page 41, and as revised and recorded in Plat Book 18-V at Page 13, and as revised and recorded in Plat Book 22-Z at Page 19, and as revised and recorded in Plat Book 30-R at Page 23.

Section 1.8. **“Maximum Annual Assessment”** shall mean and refer to the maximum annual Assessment that may be charged in a calendar year, as set forth herein.

Section 1.9. **“Member”** shall mean and refer to every person or entity that hold a membership in the Association.

Section 1.10. **“Mortgage”** shall mean and refer to any mortgage constituting a first lien on a Lot

Section 1.11. **“Mortgagee”** shall mean and refer to the owner and holder of a Mortgage on a Lot.

Section 1.12. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, to any Lot, but excluding any Mortgagee.

Section 1.13. **“Common Area”** or **“Common Areas”** shall mean and refer to the property designated on the Map a “Recreation Area.” The Association shall own Common Area for the common use and benefit of all Owners.

Section 1.14. **“Property”** shall mean and refer to the Property shown on the Map, including the Lots and Common Area.

Section 1.15. **“Special Assessment”** shall mean and refer to the amount levied by the Association for the purposes set forth herein.

Section 1.16. **“Subdivision”** shall mean and refer to the Foxwood Subdivision, as shown on the Map.

Section 1.17. **“Vehicle”** shall mean and refer to every vehicle which is self-propelled whether currently operational or not.

Section 1.18. **“Bylaws”** or **“By-Laws”** shall mean and refer to the Bylaws for the Association as recorded in the Greenville County Register of Deeds Office in Deed Book 1575 at Page 868 and as amended from time to time.

Section 1.19. **“Calendar Year”** shall mean and refer to January 1 through December 31 of each year.

ARTICLE II

Section 2.1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Greenville County, South Carolina, as more particularly described and shown on the Map.

ARTICLE III

PROPERTY RIGHTS

Section 3.1 Ownership of Common Areas. Notwithstanding the recordation of any Map or any other act by the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and benefit of the public.

Section 3.2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's Lot, subject to the following:

- a. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas;
- b. the right of the Association to levy a fine in accordance with the provision of ARTICLE XI for violation of the rules and regulations governing the Common Areas;
- c. the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any Assessment against his Lot remains unpaid;
- d. the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for a period not to exceed sixty (60) days for any other violation or infraction of its published rules and regulations;
- e. the right of the Association to grant utility, drainage, and other easements across the Common Areas;
- f. the provisions of ARTICLE VII.

Section 3.3. Delegation of Use. Any Owner may delegate the Owner's right of enjoyment to the Common Areas and facilities located hereon to the members of the Owner's family, and his guests, tenants, or invitees.

Section 3.4. Parking Area. The Association shall maintain, repair and if destroyed replace as a common expense of the Association, any paved Parking Area located on the Common Areas.

ARTICLE IV

THE ASSOCIATION

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall be governed by the Bylaws. Each Member here by agrees and covenants to be subject to and bound by this Declaration, the Bylaws, or any rules and Regulations established by the Board under its authority provided herein or in the Bylaws.

Section 4.2. Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of Lots. Each Lot Owner(s) shall be entitled to one (1) vote. When more than one person or entity owns an interest (other than a leasehold, security interest, or Mortgage) in any Lot, all such persons shall be Members and their appurtenant voting rights shall be exercised as they, among themselves, determine, but in no event shall more than one (1) be cast with respect to any Lot.

Section 4.3. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules concerning the Subdivision as well as its own books, records, and financial statements which will be available for inspection by all Owners. All such documents shall be available upon request upon reasonable notice and during normal business hours.

Section 4.4. Management Contracts. The Association is authorized to engage the services of any person, firm or corporation to act as managing agent of the Association at compensation level and terms to be established by the Board and to perform any or all of the powers and duties of the Association.

Section 4.5. Maintenance of Common Area. The Common Areas shall be maintained as more particularly described below:

- a. Maintenance shall include maintenance, repair and reconstruction, when necessary, of the, signage, irrigation, planters and lighting, and providing and paying for landscaping and utility charges for irrigation and lighting of the and signage (if any).
- b. All Common Areas (and all improvement located thereon) shall be kept clean and free from debris and maintained in an orderly condition, together with the landscaping thereon (if any) in accordance with the standards set by the Board, including any repair and replacement of any landscaping utilities, or Improvements thereon.
- c. The Association shall not be responsible for any maintenance of any Lot, or any portion of any Lot or the Improvements within the boundaries thereof.

Section 4.6. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the following purposes:

- a. The periodic maintenance, repair, reconstruction, and replacement of the Common Areas and any Improvements located on such Common Areas which the Association is obligated to maintain;
- b. To fund unanticipated expenses of the Association; and/or
- c. To acquire equipment or services deemed necessary or desirable by the Board from time to time, in its discretion.

The Reserve fund shall be collected and maintained out of the Annual assessment as set forth herein. The amount of the Reserve Fund shall be determined, from time to time by the Board.

ARTICLE V

GENERAL ASSESSMENT PROVISIONS

Section 5.1. Certificate Regarding Assessments. The Association shall, upon demand from an Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on that Owner's Lot have been paid, A properly executed certificate as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.2. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment (or installment thereof) not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been established by the Board, not to exceed Twenty-Five Dollars (\$25) to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot and the right to use the Common Areas, and interest, late payment charges, costs and reasonable attorneys' fees related to such action or foreclosure shall be added to the amount of such Assessment. Additionally, the Association has the right to suspend the voting right of an Owner and/or the right to suspend the right to use any or all of the Common Areas for any period during which any Assessment against his/her Lot remains unpaid. No Owner may waive or otherwise escape liability for the Assessments by not using the Common Areas, or by abandoning his Lot. The Association shall have the right to bring an action at law or in equity against the Owner(s) personally obligated to pay the same or foreclose the lien against the Lot subject to the assessment.

Section 5.3. Subordination of the Lien to Mortgages. The lien of the Assessments provided for in ARTICLE VI shall be subordinate to the lien of any first Mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any Mortgage as above provided.

ARTICLE VI

COVENANT FOR ANNUAL AND SPEICAL ASSESSMENTS

Section 6.1. Creation of the Lien and Personal Obligation for Assessments.

All numbered Lots on the Map shall be subject to and each Owner of any Lot by Acceptance of a deed therefor, whether it shall be so expressed in such deed is deemed to covenant and agree to pay Assessments to the Association as hereinafter provided. Any such

Assessment, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment is due or levied. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed.

Section 6.2. Purposes of the Annual Assessment. The Annual Assessment shall be used for to include but not limited to the following:

- a. To repair, maintain, reconstruct (when necessary), keep clean and free from debris, the Common Areas;
- b. To pay all costs associated with the streetlights including but not limited to maintenance and utility costs;
- c. To pay the premiums on all insurance carried by the Association;
- d. To pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties;
- e. To pay amount owed by the Association;
- f. To maintain the Reserve fund set forth in Section 4.6;
- g. As may be determined by the Board of Directors from time to time.

Section 6.3. Payment of Annual Assessment; Due Dates. The Annual Assessment shall be Three Hundred and Thirty Dollars (\$330) per Lot. The Annual Assessment for each and every year beginning with January 1, 2020 shall be in an amount set by the Board in accordance with Section 6.4 and shall be due and payable in one (1) annual installment no later than May 1st of each such year. The Board shall set the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1st of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the installment due, to each Owner on or before January 1st of such calendar year. Such notice shall be mailed to the address of the Lot, unless the Owners specifies a different address. The Owner is responsible for notifying the Association of any change in address. Notwithstanding the foregoing, the failure of the Association to send, or of an Owner to receive, such notice shall not relieve any Owner of the obligation to pay the Annual Assessment. Notwithstanding the foregoing, the Board may alter the dates of the fiscal year for setting the Annual Assessment and may increase or decrease the frequency of collection of Annual Assessment installments in any reasonable manner.

Section 6.4 Maximum Annual Assessment. The Board has the authority to increase the Annual Assessment each year by a maximum amount equal to the previous year's Annual Assessment times the greater of ten percent (10%). If the Annual Assessment is not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessment may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board, and without a vote of the Members.

The Annual Assessment may be increased above the maximum amount set forth above by a vote of no less than two-thirds (2/3) of the eligible voting Members who are voting in

person or by proxy at the annual meeting or at a special meeting duly called for this purpose in accordance with the bylaws.

Section 6.5. Special Assessments. In addition to the Annual Assessment authorized above, the Board may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the construction of any Common Area Improvements which are not originally constructed by Developer; (ii) the reconstruction, repair or replacement of the Common Areas, including all Improvements located thereon, and including fixtures and personal property related thereto; or (iii) any other extraordinary, unanticipated cost which cannot otherwise be funded through the established Assessments for that current year. The Members must consent to the Special Assessment by a vote of two-thirds (2/3) of the eligible Members voting in person or by proxy at a special meeting duly called for this purpose.

Section 6.6. Special Individual Assessment. In addition to the Annual Assessment and Special Assessments authorized above, the Board shall have the power to levy a Special Individual Assessment applicable to any particular Lot Owner (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas and/or any Improvements located thereon, caused by any act or omission of such Owner(s), members of such Owner's family, or such Owner's agents, guests, tenants, employees, or invitees and not the result of ordinary wear and tear; or (ii) for payment of liquidated damages, reimbursement amounts, fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, the Guidelines or any rules or regulations promulgated by the Association pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Board's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 6.7. Assessment Rate. The Annual Assessment and Special Assessment must be fixed at a uniform rate for all Lots.

Section 6.8 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 or any assessment shall be claimed or allowed by reason of alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements or the failure thereof which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or 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. No owner may exempt himself from payment of any assessment by waiver of the use or non-use of common facilities or Common Area or by abandonment or leasing of his/her Lot.

ARTICLE VII

RESTRICTIONS

Section 7.1. Land Use, Building Type a Residential Restriction. All Lots in the Subdivision shall be used only for private residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling. No mobile home or modular home may be erected or permitted to remain on any Lot. No trailer, tent, shack, barn, garage (detached or otherwise), or other outbuilding shall at any time be used as a residence, either temporarily or permanently.

All fuel tanks or containers shall be covered or buried underground consistent with all normal safety precautions.

Owners shall keep all shrubbery, hedges or other vegetation on Lots trimmed to reasonable limits as not to obstruct the view of surrounding Lots and as not to create a traffic hazard.

Section 7.2. Dwelling Size. Any one (1) story dwelling erected upon any Lot shall contain not less than one thousand five hundred (1,500) square feet. Any multistory dwelling shall contain not less than one thousand eight hundred (1,800) square feet. The square footage requirements refer to enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages or other outbuildings, carports, unheated storage areas, decks or patios.

Section 7.3. Lot Maintenance. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the Improvements thereon in a suitable state of painting and repair, promptly repairing any damage caused by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash, rubbish or debris of any character whatsoever and no trash, rubbish, debris, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending removal by trash collection authorities or companies. Except during the time pending removal by trash collection agency garbage cans, trash cans, or recycling containers must be located where they will not be visible from the street. All trash cans, garbage cans, and recycling containers must be removed from the street within twenty-four (24) hours of collection.

Section 7.4. Building Setback Lines. No building on any Lot shall be erected or permitted to remain within front, rear or side setback lines as noted on the Map. In the event no such setback is noted on the Map, no building on any Lot shall be erected or permitted to remain nearer to any lot line than a distance equal to ten percent (10%) of the width of the lot measured at the building setback line. Any such building shall face toward the front setback line, except that buildings constructed or erected on corner Lots shall face in the direction designated by the Architectural Committee.

Any detached garage or other outbuilding erected shall be at least seventy-five (75) feet from the front lot line and shall be approved in writing in advance of construction or erection by the Architectural Committee.

If any zoning or subdivision ordinance, or other ordinance, law or regulation applicable to a Lot prescribes greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, or other ordinance, law or regulation shall be governed by the greater setbacks.

Section 7.5. Minor Setback Violations. In the event of unintentional violation of any of the building setback restrictions, in the amount of ten percent (10%) or less of the applicable setback restriction, Association reserves the right, but is not obligated, to waive in writing such violation of the setback restrictions upon agreement of the Owner of the Lot upon which the violation occurs and the Owner of any Lot adjoining the violated setback provided that such violation is not also a violation of any zoning or subdivision ordinance or other applicable law or regulation, or if in violation of said ordinance, law or regulation, only if a variance or other similar approval has been received from the appropriate governmental authority.

Section 7.6. Combination or Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map (or to reflect current covenants; No Lot shall be subdivided by sale or otherwise so as to create a Lot less than 12,000 square feet in size). However, a Lot Owner may combine one Lot with contiguous Lot(s) so long as the parcel(s) which result from such combination do not violate any applicable zoning ordinance, subdivision ordinance or other applicable law or regulation, In the event that two or more Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this ARTICLE IX, but shall continue to be considered as two or more Lots for all other purposes (including voting and Assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including but not limited to the costs of relocating any existing easements.

Section 7.7. Utility Easements. Davenport Properties, Inc. hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities (including water, electric, telephone, gas and sewer lines) over, in and under a five (5) foot, strip parallel with all sides side lot lines of any numbered lot and over, in and under a ten (10) foot strip with all rear lot lines of any numbered lot, as well as all easements for water, gas, drainage, electricity and sewage or any other easement as specifically shown on the Map.

Davenport Properties, Inc. shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the Map are and shall remain private easements and the sole and exclusive property of Davenport Properties, Inc., its successors and assigns, unless conveyed and/or alienated to third parties for the purposes of providing utility reserves; provided all easements shall be for the benefit of any property served thereby. If a Lot is subdivided, combined or replatted, the side and rear easements as heretofore described shall thereafter apply only to a Lot as subdivided, combined, or replatted instead of applying the numbered Lots as originally platted, except that no subdivision, combining or replatting shall affect specific easements shown on the Map.

Section 7.8. Stormwater Drainage Easements. Easements for the drainage of surface water or storm water as shown on the Map are hereby reserved.

Section 7.9. Fences and Walls. No wall, fence, or hedge shall be erected or permitted to remain across or along the front of any lot nearer to the front lot line than the building set back line. No wall, fence, or hedge shall be constructed or erected without prior written approval from the Architectural Committee.

Section 7.10. Signs. No signs shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot and security signs.

Section 7.11. Wildlife Sanctuary. The Property is hereby declared to be a wildlife sanctuary and any hunting of birds or other wildlife is hereby prohibited.

Section 7.12. Antennas; Satellite Dishes and Discs. No radio or television transmission or reception towers, antenna, satellite dishes or discs shall be erected or maintained on any Lot, except that one (1) dish or disc not exceeding one (1) meter in diameter or diagonal measurement for receiving direct broadcast satellite service ("DBS") or multi-point distribution services ("MDS") may be erected and maintained on each Lot. Any dish, disc, or antenna (with associated mast) shall be reasonably camouflaged and screened from view from the road and shall not be located in the area between the street right-of-way line and the minimum building setback lines applicable to the Lot.

Section 7.13. Parking. All Lots must include a garage or carport. The carport must be attached to the residence and enclosed on three (3) sides. Additionally, each Lot Owner shall provide a concrete or asphalt driveway that provides space for parking at least two (2) automobiles. All Vehicles must be parked within the garage, carport or driveway.

Any trailer, utility trailer, camping trailer, motor home, boat, recreational Vehicle and/or other similar equipment shall at all times be parked to the rear of the dwelling or completely within an enclosed garage and shall not be parked in the front or side thereof and current license plates must be affixed to such equipment. All such equipment shall always be stored and positioned as be inconspicuous. No trailer, mobile home, recreational Vehicle, camper, or boat shall be used as a residence, either temporarily or permanently.

No commercial Vehicle with more than two (2) axles or any Vehicle under repair, wrecked or junked Vehicle shall be parked or permitted to remain on any Lot, Common Area or other portion of the Property. All Vehicles must have current and valid license plates.

Provisions must be made by the Lot Owners for off street parking of Vehicles belonging to the residents and guests of residents of such Lot. Repeated and/or extended parking (in excess of 24 hours) of any Vehicle (to include both Owner's Vehicle and Guest Vehicles) on any street right-of-way or Common Area is prohibited. Notwithstanding the foregoing, Owners may in apply for an Overnight/Extended Parking Permit for extended parking for guests and visitors. In no such event shall Extended Parking Permit be granted for more than two (2) weeks. Any Vehicle of Owner or guest/visitor of Owner which is parked in any street-right-away or Common Area, for a period to exceed 24 hours is subject to be fined pursuant to Article IX.

Section 7.14. Outbuildings. No tree house, storage sheds, or other outbuildings shall be erected or allowed to remain without prior written approval from the Architectural Committee

Section 7.15. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot or Common Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, horses, or poultry of any kind shall be raised, bred, or kept on any Lot or Common Area with the exception of dogs, cats, or other household pets, which may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. No more than three (3) household pets shall be kept or maintained per Lot, except for newborn offspring of such household pets that are under nine (9) months in age.

Section 7.15. Vegetation. All trees, shrubs and ground cover within the Common Area are "protected" vegetation in that cutting and clearing is not permitted therein without the prior written consent of the Architectural Committee. "Mature trees" on the Common Areas or any Lot may not be cut down or otherwise removed without the prior specific written approval of the Architectural Committee. For purposes of this Declaration, "mature trees" shall mean all evergreen or deciduous trees with a diameter of four (4) inches or greater.

Furthermore, in the event that trees, shrubs or ground cover are completely removed (as opposed to thinned) in connection with the improvement of any Lot, such cleared portions of the Lot shall be covered with grass or shall be landscaped with plants, shrubs, trees, mulch, wood chips, pine needles and/or similar landscaping Improvements. Such landscaping improvements must receive prior written approval from the Architectural Committee.

Section 7.16. Pools. No above ground pool, hot tub or similar equipment shall be erected or permitted to remain on any Lot. Notwithstanding the foregoing, "kiddie pools" shall be permitted. At all times when not in use, such "kiddie pools" shall be stored neatly and out of sight. All other pools, hot tub or similar equipment must be approved in writing prior to construction.

Section 7.17. Outdoor fires. No outside burning of wood, leaves, trash, garbage, or other refuse shall be permitted on any Lot, except that a temporary or permanent firepit may be approved by written approval by the Architectural Committee.

Section 7.18. Exterior Lights. No exterior lights mounted on telephone poles or similar stands will be permitted. The only permitted exterior lighting will be by standard exterior lamp posts or by residential spotlights mounted on the residence. The lights should be for the sole purpose of protecting one's property, and should be directed towards one's property, and not be intrusive to neighbors.

Section 7.19. Rental All leases and lessees/tenant are subject to the provisions of this Declarations. All leases or rental agreements, whether in writing or not, shall be deemed to

contain the provisions of this Declaration whether or not said provisions are expressly stated therein. Each Owner covenants and agrees any lease/rental agreement, whether in writing or not, shall contain the said provisions of this Declaration, provided however, that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease/rental agreement, whether in writing or not, by existence of this Declaration. Any lessee/tenant, by occupancy agrees to the applicability of the Declaration and its incorporation as part of the lease/rental agreement, whether or not in writing.

Short term use of a Lot or any portion thereof and/or any room or rooms in on a Lot for any consideration, including non-monetary consideration, for living or sleeping purposes for a period of less than six (6) months is strictly prohibited without the prior written consent of the Association. Short term use of a Lot or any portion thereof and/or any room(s) on a Lot, shall be defined as offering and/or using, renting, leasing, licensing, letting, swapping, or exchanging of a Lot or any portion thereof or room(s) on a Lot, for one or more persons for living or sleeping purposes, for any consideration, including non-monetary consideration, for a period of less than six (6) months. Prohibited use shall include any use of a Lot or any portion thereof, or room(s) on a Lot, as a bed and breakfast, regardless of whether the owner/operator resides On the Lot or any portion thereof, and/or any use of transient, hotel, motel, lodging, vacation rental, nightly rental, tourist home, tourist house or similar usage.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

Section 8.1. Committee. The Architectural Review Committee shall be comprised of at least three (3) members as appointed by the Board and shall serve at the pleasure of the Board. A majority vote of the Architectural Review Committee shall be necessary to approve any plan. In the event the plan under review by the Architectural Review Committee is submitted by a current member of the Architectural Review Committee, that member must recuse himself or herself and the Board shall name a replacement for the purposes of that submission.

Section 8.2. Procedure. No alteration or modification of any Improvement or the construction, erection, or installation of additional Improvements shall be under taken or allowed to remain until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In addition, all landscape development must be submitted to and receive prior approval by the Architectural Review Committee, showing the location of proposed fences, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking area and Mature Trees (as defined above).

Section 8.3. Rejection of Plans and Specifications. The Architectural Review Committee shall have the right to refuse to approve any plans specifications, landscaping plans, and/or Lot plans, taking into consideration the suitability of the proposed building or other

Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences.

Section 8.4. Submittal of Plans to Architecture Review Committee. Prior to commencement of any construction, erection, alteration, or modification of any new or existing Improvement, each Owner shall submit to the Architectural Review Committee, in duplicate, plans and drawings, in one-eighth (1/8) scale or larger, which shall contain at a minimum:

- a. front, rear and side elevations;
- b. floor plans showing major dimensions and openings;
- c. exterior building material to include color and type of material;
- d. exterior trim color;
- e. roofing material and color;
- f. other materials necessary to illustrate the character of the proposed construction; and
- g. a statement of the estimated completion dates of all construction, erection, alteration or modification of Improvements.

These requirements also apply to any alteration, modification and/or additions to any existing Improvement.

The Architectural Review Committee shall have the right to request additional documentation from any Owner in the execution of its duty. The request of additional documentation tolls the time as provided in Section 8.5 and resumes when the information is provided by the Owner.

The documents and other information required to be submitted to the Architectural Review Committee shall be delivered to an address designated by the Architectural Review Committee. One complete set of plans shall be retained by the Architecture Review Committee and the other set shall be returned to the applicant with the Architectural Review Committee's approval or disapproval clearly noted thereon.

Section 8.5. Failure to Approve or Disapprove. The Architectural Control Committee, having not theretofore approved or disapproved an application, fails to approve or disapprove an application within fifteen (15) days following receipt of written notice of failure to act, which written notice is given at least thirty (30) days following receipt of the initial application, the application shall be deemed approved,

Section 8.6. Hardships. The Architectural Review Committee is authorized to modify, amend, during or before construction of any Improvement, the provisions of this Declaration if in the reasonable opinion of the Architectural Review Committee, such shall be necessary to prevent undue hardships. The granting of such waiver shall be binding on all persons.

Section 8.7. Enforcement. In addition to the rights of the Association to enforce the provisions of the Declaration as set forth herein, the Architectural Review Committee shall have the specific, nonexclusive right to enforce the provisions of this Article and/or prevent any violation of the provisions of this Article by a proceeding at law or in equity against the Owner violating or attempting to violate any provision of this Article. In the event the Architectural

Review Committee or Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement, or prevent the construction, erection or installation of any unapproved Improvement or otherwise to remedy a violation of this Article , the Architectural Review Committee or the Association, as applicable, shall be entitled to recover court costs, attorney's fees and expenses incurred in connection therewith, which costs fees and expenses may be levied as Individual Special Assessments against the offending Owner's Lot.

Section 8.8. Exculpation. No 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 approve by the Architectural Review Committee. FURTHER, NO MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE SHALL BE LIABLE FOR DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE 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 EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL REVIEW COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURE REVIEW COMMITTEE FOR APPROVAL AGREES, BY THE SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE/SHE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION , THE ASSOCIATION'S BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL REVIEW COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES QUITCLAIMS AND COVENANTS NOT TO SURE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE IX

ENFORCEMENT

Section 9.1. Fines. The Association shall have the authority to fine its Members for the violation of these Restrictions, the Bylaws or any rules and/or regulations adopted by the Board by the Member or the Member's guest(s). The purpose of this section is to attempt abate the effects of a violation of these Restrictions, Bylaws or any rule and/or regulation adopted by the Board, in a manner that will avoid significant litigation costs for all parties involved. Any such fine shall be deemed an Assessment on a Lot. The fine procedure is as follows:

- a. The Owner shall be informed by mail, by mailing to the Lots address, of any violation of these Restrictions, the Bylaws, and/or any rule and/or regulation. The Owner is

GENERAL PROVISIONS

Section 10.1 Duration The provisions of this Declaration shall run with and bind the land for a period of twenty-five years from the date this declaration is filed with the Office of Register of Deeds, Greenville County South Carolina, after which time it shall automatically renew for successive periods of ten (10) years, unless an instrument signed by at least seventy-five (75%) percent of the then Owners has been recorded in the Greenville County Register of Deeds Office agreeing to terminate this Declaration. Every purchaser or grantee or any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this section.

Section 10.2. Amendment This Declaration may be amended, including adding or subtracting provision, at any time and from time to time by a vote of at least seventy-five (75%) percent of the Owners approving any such amendment. Any such amendment shall not become effective until an instrument evidencing such change has been filed in the Office of Register of Deeds, Greenville County, South Carolina.

Section 10.3. Insurance The Association shall have the duty and the authority to maintain fire an extended coverage casualty insurance on the Common Area and all Improvements thereon, in an amount not less than the full insurable value thereof (based on current replacement cost) and liability insurance with limits in the amounts adequate as determined by the Board of Directors, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Common Area. The Board of Directors shall have the authority to settle or enforce on behalf of the Association and on behalf of the Owners, by legal action or otherwise, any claim arising under any insurance carried by the Association.

Immediately after the damage or destruction by fire or other casualty to all or any portion of the any Common Area or any Improvement thereon covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain detailed estimates of the cost of repair or reconstruction of the damaged property. Repair and reconstruction as used in this paragraph, means repairing or restoring the property to substantially the same condition and location the existed before the fire or other casualty.

Section 10.4 Severability A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision thereof.

WITNESS:

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

Name: _____

Date: _____

Lot: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally, appeared before me the below-signed witness and made that she is not a party or beneficiary of the transaction and that she saw the within named sign and as his act and deed deliver the within written document, and that she, together with the other witness above, witnessed the execution thereof.

Witness my hand and official seal this the
_____ day of _____ 2018.

Notary Public for South Carolina
My comm. exp.: _____
(SEAL)