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STATE OF SOUTH CAROLINA
COUNTY OF YORK

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PIKEVIEW TOWNHOMES

THIS Declaration of Covenants, Conditions, and Restrictions for Pikeview Place ("Declaration") entered into effective the 5th day of July 2018, by Dependable Development, Inc., a North Carolina Corporation ("Declarant"), and True Homes, LLC, a Delaware limited liability company, Declarant and True Homes, LLC being all of the owners of the Property described in Exhibit A (the "Owner");

W I T N E S E T H:

WHEREAS, Owner has subjected the Property to that Declaration of Covenants, Restrictions and Limitation and Provision for Membership in Regent Park Community Owners' Association, Inc. to be recorded on April 21, 2014, in Deed Book 987, Page 105, Office of the Register of Deeds for York County, South Carolina (the "Master Declaration," as amended or supplemented), managed by the Regent Park Community Owners' Association, Inc., a South Carolina non-profit corporation ("Master HOA"), by that Annexation Amendment described below ; and

WHEREAS, the Master Declaration was restated and amended by the filing of that Amended and Restated Declaration of Covenants, Restrictions and Limitation and Provisions for Membership in Regent Park Community Owners' Association, Inc. recorded in Deed Book 1070, Page 87, York County Public Registry (as amended and supplemented the "Master Declaration"); and

WHEREAS, the Master Declaration has been amended by that First k 1235, Page 268, York County Registry, that Second Amendment recorded in Book 1360, Page 158, York County Public Registry, that Third Amendment recorded in Book 1554, Page 271, York County Public Registry, that Fourth Amendment recorded in Book 1690, Page 312, that Fifth Amendment recorded in Book 1844, Page 232, York County Public Registry, that Sixth Amendment recorded in Book 1852, Page 341, York County Public Registry, Seventh Amendment recorded in Book 2225, Page 179, York County Public Registry, that Eighth Amendment recorded in Book 3356, Page 220, York County Public Registry, that Ninth Amendment recorded in Book 3759, Page 283, that Tenth Amendment recorded in Book 4293, Page 177, York County Public Registry, that Eleventh Amendment recorded in Book 4803, Page 152, York County Public Registry, that Twelfth Amendment recorded in Book 4947, Page 133, and that Thirteenth

Amendment in Book 4977, Page 8, York County Public Registry; and

WHEREAS, Owner executed that Declaration of Restrictive Covenants recorded in Book 15950, Page 196, recorded on September 26, 2016, in the York County Public Registry whereby Owner agreed to pay the Master HOA a certain sum for access to the amenities of the Master HOA;

WHEREAS, Owner has subjected the Property to the Master HOA and its covenants, conditions, and restrictions aforementioned by that Annexation Amendment recorded in Book 17039, Page 320, York County Public Registry; and

WHEREAS, Owner desires to encumber the Property with additional restrictions, covenants, and terms as set forth herein; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the undersigned do hereby declare as follows:

ARTICLE I **DEFINITIONS**

The following are the definitions of the terms used in this Declaration:

Section 1.1 "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Article V hereof.

Section 1.2 "Association" or "Pikeview HOA" or "HOA" or "sub-HOA" shall mean Pikeview Townhome Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns, in this Exhibit C.

Section 1.3 "Board" shall mean the Board of Directors of the Association.

Section 1.4 "Builder" or "Builders" shall mean any homebuilder, developer, or other contractor in the business of purchasing Lots or land from Developer for the purpose of building thereon and selling residential dwelling units to the public.

Section 1.5 "By-laws" shall mean those By-laws recorded in Exhibit B, attached hereto and incorporated herein by reference, by which the Association shall govern.

Section 1.6 "Committee" shall mean the Architectural Control Committee, which shall be appointed by the Board and have such duties as provided in Article VI, below.

Section 1.7 "Common Area(s)" shall mean those areas and all improvements located thereon which are identified as open space, common area, common open space, or similar such language, if any, on the plats of the Property.

Section 1.8 "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement, and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

Section 1.9 "Declarant" or "Developer" shall mean Dependable Development, Inc. or an such other party as Dependable Development, Inc. may delegate as a Declarant or Developer.

Section 1.10 "Declaration" shall mean this Declaration hereinafter referred to as the "Declaration," "Supplemental Declaration," or "Pikeview Declaration" for Pikeview Place, also known as Pikeview Townhomes.

Section 1.11 "Development Period" shall mean the period of time during which Developer or any Builder owns at least one (1) Lot.

Section 1.12 "Dwelling Unit" shall mean and refer to any structure (or portion thereof) designed or intended for use and occupancy as a residence by one (1) family on a Lot located within the Property, irrespective of whether such dwelling is detached or attached to another Dwelling Unit.

Section 1.13 "Easement Area" shall mean any portion of the Property, which is subject to an easement as more particularly described in Article III, below.

Section 1.14 "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s), if any, whether or not such are also a Common Area, together with the shoreline area thereof, as shown on the plats of the Property.

Section 1.15 "Lot" or "Lots" shall mean any parcel(s) of the Property (excluding the Common Areas) which are designated and intended for use as a building site or developed and improved for use as a single-family residence identified by number on any plat of the Property. No Lot shall be further subdivided for development purposes, except as may be reasonably necessary to adjust for minor side or rear yard encroachments or inconsistencies.

Section 1.16 "Member" shall mean any person or entity holding membership in the Association.

Section 1.17 "Owner" shall mean the record owner, whether by one or more persons, of the fee simple title to any Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 1.18 "Property" shall mean the property described in Exhibit A attached to this Declaration and incorporated herein, and all or such portion of the Additional Tract as has, from time to time, been subjected to these Covenants, Conditions, and Restrictions.

Section 1.19 "Rear Plane" shall mean that portion of the rear yard of a Lot located directly behind the Dwelling Unit; more specifically, the portion of the rear yard located between the two parallel lines that would be created by drawing a line from each of the two outer rear corners of the Dwelling Unit and extending said parallel lines directly to the rear boundary line of the Lot.

Section 1.20 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration or a plat executed by or consented to by Developer, or by the Association pursuant to Article II, and recorded in the public records of the county in which the Declaration was originally recorded, which subjects all or any portion of the Additional Tract to this Declaration and/or imposes, expressly or by reference, additional restrictions, and obligations on the Property or the land described therein. A Supplemental Declaration may also remove any portion of the Property then owned by Developer from the control and provisions of this Declaration.

ARTICLE II

DEVELOPMENT OF THE PROPERTY

Section 2.1 Development of the Property. All Lots shall be and hereby are restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, during the Development Period, to submit additional real estate to or exclude any portion of the Property from the provisions of this Declaration, and to make and maintain improvements, repairs, and changes to any Common Area and all Lots owned by Developer, including without limitation: (a) installation and maintenance of improvements in and to the Common Areas; (b) changes in the location of the boundaries of any Lots owned by Developer or of the Common Areas; (c) installation and maintenance of any water, sewer, and other utility systems and facilities; (d) installation of security or refuse systems; and (e) additions or changes to the boundaries of any Common Areas or Easement Areas.

Section 2.2 Development of Additional Property. Developer hereby reserves the right and option, to be exercised in its sole discretion and without further approval by any party, to submit at any time and from time to time during the Development Period, additional real estate to the provisions of this Declaration. This option may be exercised by Developer in accordance with the following rights, conditions, and limitations:

(a) Additional real estate may be added to the Property at different times, and there are no limitations fixing the boundaries of the portions or regulating the order, sequence, or location in which any of such portions may be added to the Property. No single exercise of Developer's option to submit additional real estate to the Declaration shall preclude any further exercises of this option thereafter and from time to time as to other real estate.

(b) The option to add additional real estate may be exercised by Developer by the execution of a Supplemental Declaration or recorded plat describing such additional real estate, which shall be filed in the public records of the county in which the Declaration was originally recorded, together with a legal description of the additional real estate. The provisions of this Declaration shall then be construed as embracing the real property described in Exhibit "A" and such additional real estate so submitted to the terms hereof, together with all improvements located thereon.

Section 2.3 Annexation of Additional Property by Members. After the Development Period, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of at least two-thirds (2/3) of the Members. Annexation by the Association shall be accomplished by the appropriate filing of record of a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provision of the By-Laws dealing with regular or special meetings, as the case maybe, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2.3 and to ascertain the presence of a quorum at such meeting.

Section 2.4 Withdrawal of Property. Developer hereby reserves the right and option during the Development Period, to be exercised in its sole discretion and without further approval by any party, to withdraw and remove any portion of the Property then owned by Developer from the control and provisions of this Declaration. Such removal by Developer shall be carried out generally by the execution and filing of a Supplemental Declaration or other document which shall be filed in the public records of county in which the Declaration was originally recorded, together with a legal description of the Property being withdrawn.

ARTICLE III

PROPERTY RIGHTS AND EASEMENTS

Section 3.1 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to this Declaration and also for themselves, their heirs, personal representatives, successors, and assigns. Each Owner shall be entitled to the exclusive ownership and possession of his Lot subject to the provisions of this Declaration, including without limitation, the provisions of this Article III. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, a non-exclusive right and easement of enjoyment in and to the Common Areas as established hereunder and membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title any certificates or other evidences of his membership in the Association. Lots shall not be subdivided by Owners and the boundaries between Lots and between the Property and other neighborhoods shall not be relocated, unless the relocation thereof is made with the approval of the Board and, during the Development Period, of Developer.

Section 3.2 Owner's Easement of Enjoyment. Every Owner, his family, tenants, and guests shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass with title to each Lot, subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and subject to the following provisions:

(a) The Right of the Association, upon the affirmative vote or written consent, or any combination thereof, of voting Members representing at least eighty percent (80%) of the Members entitled to vote thereon, to mortgage all or any portion of the Common Areas for the purpose of securing a loan of money to be used to manage, repair, maintain, improve, operate, or expand the Common Areas; provided, however that if ingress or egress to any residence constructed on a Lot is through such Common Area, then such encumbrance shall be subject to an easement in favor of such Lot for ingress and egress thereto.

(b) The easements reserved elsewhere in this Declaration or in any plat of all or any part of the Property, and the right of the Association to grant and accept easements as provided in this Article III. The location of any improvements, trees, or landscaping within an easement area is done at the Owner's risk and is subject to possible removal by the Association or the grantee of such easement.

(c) The right of the Association to dedicate or transfer fee simple title to all or any portion of the Common Areas to any appropriate public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved (i) during the Development Period, by the Developer; and (ii) after the Development Period, upon the affirmative vote or written consent, or any combination thereof, of voting Members representing at least eighty percent (80%) of the Members entitled to vote thereon; provided, however that if ingress or egress to any residence constructed on a Lot is through such Common Area, then such dedication or transfer shall be subject to an easement in favor of such Lot for ingress and egress thereto.

(d) The rights of the Association and Developer reserved elsewhere in this Declaration or as provided in any plat of all or any part of the Property.

(e) The rights of the holder of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

Section 3.3 Easements for Developer.

(a) During the Development Period, Developer shall have an easement for access to the Property, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Developer have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Developer at that time retains ownership of a Lot, Developer shall have an alienable, transferable, and perpetual right and easement to have access, ingress, and egress to the Common Areas and improvement thereon for such purposes as Developer deems appropriate, provided that Developer shall not exercise such right so as to unreasonably interfere with the rights of owners of the Property.

(b) In addition to the easement set forth in Section 3 (a), Developer hereby retains, reserves, and is granted an exclusive perpetual easement over, above, across, upon, along, in, through, and under the Utility Easement Areas, as such is defined in Section 3, below (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, improving, expanding, and otherwise servicing any utility or service including, without limitation, electricity, gas, sewer, telephone, television, and computer link by line, wire, cable, main, duct, pipe conduit, pole, microwave, satellite, or any other transfer or wireless technology, and any related equipment, facilities, and installations of any type bringing such utilities or services to each Lot or Common Area; (ii) to provide access to an ingress and egress to and from the Property for the purposes specified in subsection (i); and (iii) to make improvements to and within the Property to provide for the rendering of public and quasi-public services to the Property. The easements, rights, and privileges reserved to Developer under this Section 3.3(b) shall be transferable by Developer to any person or entity solely at the option and benefit of the Developer, its successors and assigns, and without notice to or the consent of the Association, the Owners, or any other person or entity. Developer may at any time and from time to time grant similar or lesser easements, rights, or privileges to any person or entity. By way of example, but not by limitation, Developer and others to whom Developer may grant such similar or lesser easements, rights, or privileges, may so use any portion of the Property to supply exclusive telecommunications services to each Lot. The easements, rights, and privileges reserved under this Section shall be for the exclusive benefit of Developer, its successors and assigns and may not be impaired, limited, or transferred, sold, or granted to any person or entity by the Association or any of the Owners.

Section 3.4 Drainage, Utility, and Sewer Easements.

(a) There is hereby reserved for the benefit of Developer, the Association, and their respective successors and assigns, the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements to and from any of the following providers and their respective successors and assigns, upon, over, under, and across (i) all of the Common Areas; and (ii) those portions of all Lots designated on a plat of the Property as easements for installing, replacing, repairing, and maintaining utility services, including but not limited to those described in Section 3.

The Developer, the Association, and their successors and assigns shall also have the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements within the Utility Easement Areas to and from any public authority or agency, public service district, public or private utility or other person for the purpose of installing, replacing, repairing, maintaining, and using storm sewers, drainage systems, and retention ponds and facilities for the Property or any portion thereof. Any other grant or acceptance of any easement other than those specified above for any other utility service, including but not limited to, master television antenna and/or cable systems, security and similar systems shall be made by Developer in accordance with the rights reserved to Developer under Section 3.3(b), above. To the extent possible, all utility lines and facilities serving the Property and located therein shall be located underground. By virtue of any such easements and facilities, it shall be expressly permissible for the providing utility company or other supplier or service provider, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any fences, trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Developer hereby grants to such governmental authority or agency as shall from time to time have jurisdiction over the Property with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over, and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in and upon the Property as shall be required or appropriate from time to time by such governmental authorities under applicable law.

(c) There shall be created sanitary sewer easements and other easements in those areas designated on any plat of the Property, which easements shall run in favor of Developer and any governmental or private entity needing such access for the purpose of installation and maintenance of the pipes, lines, manholes, pumps, and other equipment necessary for utility services

Section 3.5 Drainage Easements. There is hereby reserved an easement for the benefit of Developer, the Association, and their respective successors and assigns for access to and installation, repair, or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Property; provided, however, that the Owner of any Lot subject to a drainage easement shall be required to maintain the portion of said drainage easement on his Lot (as shown on any plat of the Property) in the condition originally provided by Developer and free from obstructions so that the surface water drainage will be unimpeded. No changes shall be made to said area by the Owner without the written consent of the applicable governmental agency; provided, however, that Developer, in its sole discretion, may make any changes. No permanent structures shall be erected or maintained upon said drainage easements.

Section 3.6 Landscape Easements. Landscape Easements, as designated on a plat of all or any part of the Property, are hereby created and reserved for the use of Developer and the Association for access to and installation, maintenance, repair, and replacement of signs, walls, earth mounds, trees, foliage, landscaping, and other improvements. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation, fences, patios, decks, driveways, and walkways, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board and provided such are in accordance with all applicable zoning laws. Notwithstanding the reservation of this easement, the Owners of Lots subject to a Landscape Easement which does not extend along adjoining streets or roads shall have the exclusive right to use such area, subject to any other easement affecting such Lot.

Section 3.7 Maintenance Access Easement and Emergency Access Easement: There may be strips of grounds as shown on any plat of the Property marked Maintenance Access Easement (M.A.E.) and

Emergency Access Easement (E.A.E.), which are created and reserved: (a) for the use of the Developer during the Development Period for access to the Common Area; and (b) for the nonexclusive use of the Association or any applicable governmental authority for access to the Common Areas. The Owner of any Lot which is subject to an M.A.E. or E.A.E. shall be required to keep the portion of his Lot which is subject to such easement free from obstructions so that access will be unimpeded.

Section 3.8 Medians and Entry Features: There may be landscaped medians and/or islands located within the Property and within the public right-of-way of the streets which are not otherwise labeled as Common Areas or as a Landscape Easement. These areas are created and reserved for installation and maintenance of landscaping and entry features such as but not limited to permanent walls, signs, fences, and landscaping material. These landscaped areas and features shall be maintained by the Association as if such were a Common Area.

Section 3.9 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, during the Development Period, and for a reasonable time thereafter, there is hereby reserved and created for the use of Developer, and its successors and assigns, and persons constructing improvements within the Property, an easement for access to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model houses, together with such other facilities as in the sole opinion of Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and the Common Areas.

Section 3.10 Maintenance Easement. There is hereby reserved and created for the use of Developer, the Association and their respective agents, employees, successors, and assigns, a maintenance easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain a community-wide standard of health, fire safety, and appearance for and within the Property, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions.

Section 3.11 Cluster Mailboxes. Developer or Builders may install one (1) or more cluster mailboxes on the Property and may assign a single box in each cluster to each Lot. If cluster mailboxes are installed and assigned to a Lot, then the Owner of said Lot may not install any additional mailbox on its Lot. The Association shall be responsible for the maintenance, repair, and replacement (if necessary) of all cluster mailboxes, with any and all costs associated with the same being a common expense paid by the Association. Developer may install, maintain, repair, and/or replace cluster mailboxes on any portion of the Common Area or in any easement area shown on any record plat of the Property (including any easement on a Lot if applicable). Notwithstanding the foregoing, if at the time of any conveyance, cluster mailboxes are located on any portion of any Lot, the Association shall have an easement over said Lot as reasonably necessary for maintenance, repair, and replacement of the same, and Owners shall have an easement over said Lot as reasonably necessary for accessing the same, regardless of whether or not said easement is shown on a record plat of the Property. Except that the Association shall maintain, repair, and replace any cluster mailboxes so as to keep the same in good working order (with each Owner having the duty to report any problems with its mailbox to the Board), neither the Association, the Board, nor Developer shall have any liability relative to condition, operation, or access of/to the cluster mailboxes (or any events/actions/occurrences arising from the same or lack of the same) AND BY ACCEPTANCE OF THE DEED FOR ANY LOT, EACH OWNER THEREBY WAIVES ANY OR ALL CLAIMS, ACTIONS AND/OR DAMAGES REGARDING OR ARISING OUT OF THE SAME AGAINST THE BOARD, THE ASSOCIATION, OR THE DEVELOPER.

ARTICLE IV

ORGANIZATION AND DUTIES OF ASSOCIATION

Section 4.1 Organization of Association. The Association shall be organized as a non-profit corporation under the laws of the State of South Carolina, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the By-Laws of the Association.

Section 4.2 Voting Rights. The membership of the Association shall consist of two (2) classes of membership with the following rights:

(a) Class A Membership. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Member with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. In the event that any Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, each shall be a Member but they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Class A Members, only one (1) vote is cast for each Lot.

(b) Class B Membership. Class B Members shall be the Developer and Builder. Each Class B Member shall be entitled to nine (9) votes for each Lot of which it is the Owner with respect to each matter submitted to a vote of the Association. The Class B Membership shall cease and terminate upon the first to occur: (i) the date upon which the written resignation of the Class B Members as such is delivered to the Association; or (ii) at such time as the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

Notwithstanding anything herein to the contrary, during the Development Period all actions of the Association shall require the prior written approval of the Developer.

Section 4.3 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions, and restrictions contained in any plat of the Property. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

(a) Maintenance by Association. The Association shall maintain and keep in good repair the Common Areas. The maintenance shall include, but need not be limited to, maintenance, repair and replacement of all landscaping and other flora, structures, play equipment, and improvements, including all private streets situated upon the Common Areas, street lights, landscaping easements along the primary roads through the Property, medians, and rights of ways of public streets within the Property, entry features for the Property, and such portions of any other real property included within the Common Areas as may be provided in this Declaration, or by a contract or agreement for maintenance with any other person or entity, by the Association. The Association shall maintain the portions of the storm water drainage system which are located within the Common Areas or in any public drainage easement shown on a plat of the Property which are not maintained by any governmental, public, or quasi-public entity, including maintaining the water quality and quantity standards of the approved subdivision plans, to the extent required by law. The drainage system is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and water design standards of the approved subdivision plans and any future governmental laws, rules, and regulations, and an easement is hereby granted to the Association over each Lot to maintain, repair, and replace the drainage facilities located with any public

drainage easement or elsewhere in the Property, and to remove any improvements interfering with or impairing such facilities or easements reserved herein.

(b) Maintenance by Owners. Unless specifically identified herein, each Owner shall maintain and repair the interior and exterior of his or her Lot and Dwelling Unit, and all structures, parking areas, lawns, landscaping, grounds, and other improvements comprising the Lot and Dwelling Unit in a manner consistent with all applicable covenants, conditions, and restrictions.

(c) Association's Remedies if Owner Fails to Maintain Lot. In the event that Developer or the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which is his responsibility hereunder; or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part; then in either event, Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner as the case may be, Owner shall have ten (10) days from written notice within which to complete such maintenance, cleaning, repair or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provision hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost (together with the cost of attorneys' fees, if any, in the enforcement of the Owner's obligations and collection of the charge to the Owner) shall become a lien against the individual Owner's Lot (with respect to any matter relating to an individual Owner's responsibility) and such cost shall become a part of the costs of the Association (until such time as reimbursement is received from the individual Lot Owner). In the event that the Developer undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse the Developer for the Developer's costs and expenses, including reasonable attorneys' fees and filing fees.

Section 4.4 Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers' and directors' insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee, or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds

which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Property, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days' written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Section 4.5 Owners' Insurance Requirements. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration and all applicable zoning, building, and other governmental regulations. The Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition.

Section 4.6 Condemnation or Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied first to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

Section 4.7 Transfer of Control of Association. Developer shall transfer control of the Association to the Members as soon as is practical upon the termination of the Class B Membership, as described in Section 4.2 above.

Section 4.8 Interim Advisory Committee. Developer may, in its sole discretion, establish and maintain until such time as Developer shall transfer control of the Association pursuant to Section 4.7 hereof, an Interim Advisory Committee (the "Advisory Committee"). If established: (a) the Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period; (b) the Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director, or employee of Developer); (c) the members of the Advisory Committee shall serve without compensation; and (d) the Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose and the Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

Section 4.9 Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Property.

Section 4.10 Developer Audit Right. Following the termination of the Class B membership and so long as Developer owns any Lot, Developer shall have the right to audit the books and records of the Association.

Section 4.11 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE V SUB-HOA AND TOWNHOME PROVISIONS

Section 5.1 Subordinate Townhome Owners' Association. The Owner has established a subordinate homeowners association known as the Pikeview Townhome Owners' Association, Inc. (the "sub-HOA") in the State of South Carolina to provide for the unique maintenance, insurance, and other requirements of a townhome community and to govern the Pikeview Townhomes. The sub-HOA shall be subordinate to the Master HOA. In the event of a conflict or inconsistency between this Declaration or the Master Declaration, the terms of this Declaration shall control.

Section 5.2 Sub-HOA Board. The sub-HOA shall be managed by a Board of Directors, who shall be members of the sub-HOA. The Board shall initially consist of three (3) members appointed by the Owner until such time as Owner no longer owns any lots or property in the subdivision known as Pikeview Townhomes, which may be amended from time to time, at which time the members of the sub-HOA shall elect a three (3) member Board. All members of the Board shall be elected by the members of the sub-HOA after the appointment of the initial Board by the Declarant. The Board, by majority vote, may at any time increase the number of Board members from three (3) to five (5), provided, however that the increase shall not occur until the additional Board members have been elected by the members at a duly called meeting of the sub-HOA.

Section 5.3 Townhome Maintenance. In addition to maintenance upon the Common Area, the Association shall maintain, repair, and replace portions of the improvements upon each Townhome Lot which is subject to assessment hereunder as follows:

- (a) maintain, repair, and replace all buildings and improvements located on the Townhome Lots, but excluding any part of the Townhome located inside the wall studs, such as interior walls, interior finishes and fixtures, appliances, cabinets and flooring; and also excluding garage door openers, air conditioning and heating equipment, glass surfaces, decks, patios, and fences installed by an Owner, all of which are to be maintained, repaired and replaced by the Owner of the Townhome Lot;
- (b) maintain trees, landscaping, grass, walks, driveways (as hereinafter limited), and other exterior improvements including mowing and trimming of grass and raking of leaves; provided, however, it shall be the responsibility of each Owner to water the grass, plants, trees, and landscaping on

or immediately adjacent to the Owner's Lot, and it shall be the responsibility of each Owner to maintain landscaping including mowing and trimming of grass and raking of leaves inside any fence constructed on the Lot by the Owner; and

- (c) maintain any driveway constructed by the Declarant or Successor Declarant on each Lot, but only to the exterior face of the garage door, beyond which such maintenance, repair, and replacement shall be the responsibility of such Owner.

The determination of the need, quality, extent, and cost of maintenance and repairs shall be made by the Board of the Association, which determination shall be reasonable and made upon consistent and non-arbitrary principles adopted by the Board. The Association is hereby granted an easement right of access to go upon any Townhome Lot for performance of repairs or maintenance for which the Association is responsible hereunder. The costs of all repairs and maintenance for which the Association is responsible as herein provided shall be assessed to the Owners of Townhome Lots as a Supplemental Assessment and collected with the annual assessment for the Townhome Lots.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment for that Owner's Lot.

Section 5.4 Townhome Assessments. In addition to the assessments contained in the Master Declaration, all townhome owners shall pay sub-HOA dues as follows:

The Board shall determine the amount of the Townhome Assessment to be assessed against each Lot considering the unique expenses associated with the maintenance of townhomes including, but not limited to, insurance and landscaping. The apportionment of dues shall be reasonably proportionate to the size of each particular Townhome. In determining the amount of dues, the Board shall take into consideration, among other things, estimated development and maintenance costs to be borne by the sub-HOA as well as future needs of the Townhomes. The time of payment of the Townhome Assessment shall be determined by the Board from time to time as set forth in statements of amounts due sent to each Lot Owner.

Townhome Assessments shall be assessed against a property owner on the date the property is transferred to an owner that is not a builder or the day after issuance of a Certificate of Occupancy on lots not owned by a builder.

Townhome Assessments shall pay for utilities and landscaping of the Common Areas of the property encumbered hereby as well as management of the sub-HOA and as more fully described in Article VI below.

Section 5.5 Townhome Capital Contributions. In addition to, and not in lieu of, the Assessments due under the Master Declaration, whether annual, special, or individual, and any capital contribution thereto, Townhome owners shall be responsible for a capital contribution to the sub-HOA. The sub-HOA shall allocate the Townhome Capital Contribution to a reserve fund. The amounts of the Townhome Capital Contribution shall be reasonably proportionate to the size of the Townhome and related to anticipated expenses.

Section 5.6 Insurance and Duty to Maintain Insurance.

- a. Duty to Maintain Insurance. The Association shall have the duty and the authority to maintain fire and extended coverage casualty insurance on all buildings and improvements located on the

Townhome Lots, but excluding any part of the Townhomes located inside the wall studs, such as interior walls, interior finishes and fixtures, appliances, cabinets and flooring, and also excluding decks, patios or fences installed by an Owner, in an amount not less than the full insurable value thereof (based upon current replacement cost), and liability insurance with limits and amounts adequate under standards in the insurance industry existing from time to time, to protect the Association and the Owners in the event of property damage, personal injury or death occurring in or about the Subdivision. The Board 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. The costs of all insurance for which the Association is responsible as herein provided shall be included in the Townhome Common Expenses and collected with the annual assessment for the Townhome Lots.

Each Owner of a Townhome Lot shall maintain hazard, casualty and personal liability insurance coverage pertaining to his Townhome, his Lot, and his personal property including coverage on any part of the Townhome located inside the wall studs such as interior walls, interior finishes and fixtures, appliances, cabinets and flooring, and decks, patios and fences installed by the Owner, in such form and in such amounts as the Owner shall determine. Within thirty (30) days following written request by the Association, an Owner shall provide the Association with a copy of the insurance policy (or renewal or other reasonable evidence of current property damage and casualty insurance coverage on the Owner's Unit); and upon the Owner's failure to provide the same, the Association shall have the right, but not the obligation, to obtain and purchase such insurance on behalf of such Owner and in such amounts and for such coverages as the Association shall, in its sole discretion, determine. The administrative handling and policy premium costs incurred by the Association in procuring such insurance shall be added to the annual assessment for such Townhome Lot.

b. Insurance coverage on the property shall be governed by the following provisions:

- i. Ownership of Policies. An insurance policy insuring the Townhomes exterior walls, interior walls to the studs and no further, and roof, including hazard insurance, shall be purchased by the sub-HOA for the benefit of all the sub-HOA and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees of Owners. Owners may, at their option, obtain insurance coverage at their own expense upon the interior walls from the studs inward, their own personal property, and for their personal liability and such other coverage as they may desire.
- ii. Coverage. All buildings and improvements upon the land the Common Areas and facilities including but not limited to all interior improvements, such as interior walls, finishes, fixtures, equipment, built-in appliances, cabinets, upfits, and upgrades and all personal property of the sub-HOA shall be insured in an amount equal to 100% insurable replacement value as determined annually by the sub-HOA with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
 - (a) Loss or damage by fire and other hazards covered by a master policy with appropriate riders and extended coverage, including vandalism and malicious mischief;
 - (b) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
 - (c) Such policies shall contain clauses providing for waiver of subrogation.
- (d) Liability. Public liability insurance shall be secured by the sub-HOA with limits of

liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group or entity to a single Owner. There shall also be obtained such other insurance coverage as the sub-HOA shall determine from time to time to be desirable and necessary.

- (e) Premiums. Premiums for insurance policies purchased by the sub-HOA shall be paid by the sub-HOA and shall be included as part of the Townhome Assessments described above in Paragraph 4.
- (f) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the sub-HOA and the owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the sub-HOA as insurance trustee under this Declaration. The sole duty of the sub-HOA as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees in the following shares:
 - (i) Proceeds on account of damage to Common Areas and facilities are to be held for the Association;
 - (ii) Proceeds on account of damage to Lots shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the drainage suffered by each Owner, which cost shall be determined by the Association; and
 - (iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owners shall be held in trust for the mortgagee and the Owners as their interests may appear.
- (g) Subrogation. Each insurer shall waive its right to subrogation under any policy maintained pursuant to this Section against any Owner or member of Owner's household.
- (h) Act or Omission of Owner. No act or omission of any Owner, unless such Owner is acting within the scope of the Owner's authority on behalf of the sub-HOA, will preclude recovery under any of the policies maintained hereunder.
- (i) Issuance of Certificates, Cancellation. Any insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the sub-HOA and, upon written request, to any Owner, mortgagee, or beneficiary under a deed of trust. Any insurer issuing an insurance policy under this Section may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the sub-HOA, each Owner, and each mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

Section 5.7 Distribution of Insurance Proceeds. Proceeds of insurance policies received by the sub-HOA as insurance trustee shall be distributed in the following manner:

- (a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefor;
- (b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs to

the buildings and improvements located upon the land or the lots and the Common Areas and, if applicable, due to insured casualty occurring on the Common Areas, proceeds on account of damage to Lots shall be paid to defray the cost of repair to the Lots. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners as provided above.

Section 5.8 Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the sub-HOA or those held in trust shall first be bonded by a fidelity insurer to indemnify the sub-HOA for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments, plus reserves accumulated.

Section 5.9 Obligation to Rebuild. Should any portion of a townhouse lot be damaged or destroyed, the Owner of such lot shall repair or replace it promptly in accordance with the original construction plans and specifications unless (i) this Declaration is terminated; or (ii) repair or replacement would be illegal under any state or local health, environmental, or safety statute or ordinance. The cost of repair or replacement of any townhouse lot, or of any other improvements on a Lot, in excess of the proceeds of insurance, is the sole responsibility of the Owner of such damaged townhouse lot and other improvements. Any portion of the Common Area, which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) this Declaration is terminated; (ii) repair or replacement would be illegal under any state or local health, environmental, or safety statute or ordinance; or (iii) each class of Owners decides at a duly called meeting not to rebuild by an eighty percent (80%) or more vote appurtenant to each class of Lots. The cost of repair or replacement of Common Areas in excess of insurance proceeds and reserves is a common expense. If any portion of the Common Areas is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Property; and (ii) the remainder of the proceeds shall be retained by the sub-HOA as part of its reserve fund.

Section 5.10 Duty to Repair and Maintain Sewer and Water Lines. The sub-HOA shall be responsible for the repair and maintenance of sewer and water lines as well as ancillary structures or lines related thereto on all Common Areas or within a right of way. Townhome owners shall be responsible for the repair and maintenance of sewer and water lines as well as ancillary structures or lines related thereto located on the Townhome owner's lot or property.

Section 5.11 Road Maintenance. The sub-HOA shall maintain any private roads located on the Property, if any, subjected to the rules and regulations of the sub-HOA, in good operating condition at all times and insure the roads are in sufficient condition to be safely accessed by emergency vehicles. The sub-HOA dues and assessments shall pay for the costs associated with the maintenance of said private roads. The sub-HOA grants unto themselves and the future record owners of the subjected property adjoining and abutting any private road as shown on a recorded plat of the Pikeview Townhomes, and as any private road may be extended, perpetual ingress, egress, and regress, over, on, and under the private roads including the use of the road for the purposes of installation and maintenance of utilities. The easement created herein shall be an easement appurtenant to all of the property subjected to the rules of the sub-HOA, and shall run with said lands forever.

The sub-HOA shall determine the maintenance necessary to maintain all private roads, contract for repairs of all private roads, and estimate the costs of maintenance as well as include said costs in the analysis for the assessment of dues and assessments.

Future development of the property subjected to the regulations of the sub-HOA may require upgrading of the private road to either a higher private road standard or to city, county, or South Carolina Department of Transportation standards. In the event that the County of York, City of York, or any other governmental body, as a condition to the approval of any development of the property subjected hereto, requires that the

private road be upgraded or publicly dedicated and constructed to Department of Transportation standards, then all persons bound under the sub-HOA shall be responsible for maintenance and the costs of maintenance of the entire road system to the new standard. The cost of upgrading the road shall be apportioned among those owners as determined by the sub-HOA. In the event public dedication of the private road or any extension of the private road or portions thereof is required by the County of York or any other governmental body, all persons bound by the sub-HOA shall dedicate to the public that portion of the road required to be dedicated, if required. The private road located within said property may also be dedicated to the public at the election of 67% vote of the owners at any meeting where a quorum is established.

This sub-section shall remain in full force and effect as to said private roads or any portion thereof until such time as said road or any portion thereof shall be taken over by the County of York, the City of York, or the South Carolina Department of Transportation for maintenance purposes, and any portion of said road not so taken over by the said entity shall remain subject to the terms hereof.

Section 5.12 Effective Date; Completeness. This Declaration shall become effective upon the recording hereof in the Office of the Register of Deeds for York County, South Carolina. Except as herein provided, the Master Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof. If any provision hereof is in contradiction to a provision in the Master Declaration, this Declaration of Pikeview Townhomes shall control.

ARTICLE VI **ASSESSMENTS**

Section 6.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Property and promoting the health, safety, and welfare of the Owners, users, and occupants of the Property and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair, or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer and Builders) hereby covenants and agrees to pay to the Association:

- (a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided; and
- (b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

Lots owned by Builders shall be assessed one-fourth (1/4) of the annual Assessment during the Development Period. This is reasonable and equitable under the circumstances, as Lot(s) owned by Builders are likely to be vacant, and as such would not generate the same maintenance burden as occupied lots. No Owner other than Builders shall be entitled to a reduced rate of dues, regardless of whether the Lot owned by that Owner is vacant or not.

Lots owned by the Developer or its assigns shall not be assessed; however, Developer or its assigns shall be responsible for any shortfall in HOA revenues.

Section 6.2 Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. The lien for Assessments shall be subordinate to the lien of any first mortgage on a Lot. An Owner's failure to pay any Assessment shall not, by the terms of this Declaration, constitute a default under a federally insured mortgage on such Lot. Mortgagees shall not be required to collect any Assessment. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 6.3 Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the plats of the Property ("Pro-rata Share").

Section 6.4 Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

Section 6.5 Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The liability of an Owner, other than Developer, for Assessments under this Article V shall commence as of the date such Owner acquires his interest in a Lot. The first annual Assessment shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 6.6 Duties of the Association Regarding Assessments.

- (a) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(b) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may assess an administrative fee for such certificate, not to exceed the sum of \$25.00 or the maximum amount permitted by South Carolina law.

(c) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

Section 6.7 Non-payment of Assessments; Remedies of Association.

(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in subparagraph (b) hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum amount permitted by South Carolina law until paid in full. In addition to such interest, the Association shall assess a late fee and any fine the Association in its sole discretion may deem reasonable, as from time to time determined by the Board of Directors of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, and attorneys' fees.

Section 6.8 Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association.

Section 6.9 Budget Deficits during Declarant Control Period. Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, in any fiscal year between the actual operating expenses of the Association (exclusive of any allocation for capital and other reserves) and the annual and special and specific assessments for such fiscal year.

Section 6.10 Failure to Assess. The failure of the Board to fix the assessment amounts or to deliver to each Owner the assessment notice shall not be deemed a waiver, modification, or release of any Owner of the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE VII

ARCHITECTURAL STANDARDS AND REQUIREMENTS

Section 7.1 Purpose. In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VI and in Article VII. The Association may assess fines and penalties against any Lot that violates any of the restrictions, conditions, or covenants set forth in this Exhibit, the Supplemental Declaration, or Master Declaration. Notwithstanding the foregoing, neither this Article nor Article VII shall apply to the activities of the Developer or Builder during the Development Period, nor to construction or improvements or modifications to the Common Areas by or on behalf of the Association. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Committee.

Section 7.2 Architectural Control Committee. The Board may establish an Architectural Control Committee to consist of three (3) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. Members of the Committee may include persons who are not Members of the Association. Members of the Committee may or may not be members of the Board. During the Development Period, the Developer shall have all of the powers and authority of the Committee.

The regular term of office for each member of the Committee shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its functions set forth herein. Such costs associated with the use of consultants shall be considered a Common Expense, unless the Committee determines that such costs are the responsibility of the applying Owner.

The Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. Plans and specifications showing the nature, kind, shape, color, sizes, materials, and location of such modifications, additions, or alterations shall be submitted to the Committee for approval as to quality of workmanship and design and as to harmony of external design with existing structures and location in relation to surroundings, topography, and finished grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Dwelling Unit, or to paint the interior of his Dwelling Unit any color desired. The Committee shall endeavor to approve or to disapprove such plans or to request additional information within thirty (30) days after submission of completed plans, proposals, specifications, or drawings.

Section 7.3 No Waiver of Future Approvals. The approval by the Committee of any proposals or plans and specification or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 7.4 Architectural Approval. To preserve the architectural and aesthetic appearance of the Property, no construction of improvements of any nature whatsoever with the exception of vegetative landscaping shall be commenced or maintained by an Owner, other than the Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including without limitation, the construction or installation of sidewalks, driveways,

parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, tree houses, playground equipment, or similar structures, awnings, walls, fences, exterior lights, garages, or outbuildings, nor shall any exterior addition to or change or alteration therein be made (excluding repainting in the original color but otherwise including, without limitation, painting or staining of any exterior surface), unless and until a copy of the plans and specifications and related data (including, if required by the Committee, a survey) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee, as to the compliance of such plans and specifications with such standards as may be published by the Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved".

(a) Power of Disapproval. The Committee may refuse to grant permission to construct, place, or make the requested improvement, when: (i) the plans, specifications, drawings, or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of the restrictions, covenants, and conditions encumbering the Property; (ii) the design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures including trim, siding, roof and brick colors, or with the Property in general; (iii) the proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners; and/or (iv) the Committee is otherwise authorized to disapprove the requested improvement in this Declaration or in the CICID.

(b) Powers Following Approval. Following approval of any plans and specifications by the Committee, representatives of the Committee shall have the right during reasonable hours to enter upon and inspect any Lot, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are compliant. In the event the Committee shall determine that such plans and specification have not been approved or are not compliant, the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

Section 7.5 Non-Vegetative Landscaping Approval. To preserve the aesthetic appearance of the Property, no material modification to the grading, excavation, or filling of any Lot shall be implemented by an Owner, unless and until the plans therefore have been submitted to and approved in writing by the Committee. The provisions hereof regarding time for approval of plans, right to inspect, right to enjoin, and /or require removal, etc. shall also be applicable to approvals required under this Section.

Section 7.6 Approval Not a Guarantee. Each Owner is strongly advised to consult with independent architects and engineers to ensure that all improvements or alterations made by such Owner are safe and in compliance with applicable governmental requirements. No approval of plans and specifications by the Committee and no publication of standards by the Developer, the Association, or the Committee shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the Committee shall be responsible or liable for: (a) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VI; (b) loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (c) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (d) any defects in construction undertaken pursuant to such plans and specifications. The Owner constructing or altering any improvements

shall indemnify, defend, and hold the Association, the Committee, and the Developer harmless from (i) any claims or damages of any nature arising from such improvements or alterations or any approval thereof by the Committee or Developer and (ii) any claim that the Association, the Committee, any member of the Committee, or the Developer breached any duty to other Owners in issuing approval of such Owner's improvements or alterations.

Section 7.7 Building Restrictions. All improvements shall be constructed in compliance with any and all applicable state, county, and municipal zoning and building restrictions. Prior to any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot which is subject to such rules, regulations, guidelines, or restriction shall make such filings, and obtain such authorizations and permits as are required thereunder, and further, shall receive the prior written approval of the Committee.

ARTICLE VIII

USE RESTRICTIONS

The Association, acting through its Board, shall have the authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association by a majority of Members entitled to vote thereon subject to the prior written consent of the Developer during the Development Period.

Section 8.1 Use of Lots. Except as permitted by Sections 7.24 and 7.31 hereof, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried therein. The use of a portion of a Dwelling Unit as an office by an Owner, or his tenant shall not be considered to be a violation of this covenant if Owner is in compliance with Section 7.24 below. No building or structure shall be located on any Lot outside of the setback lines designated on any plat of the Property. After initial construction by a Builder, any Dwelling Unit that is subsequently reconstructed or repaired shall be of the same square footage and size as the original Dwelling Unit constructed by a Builder.

Section 8.2 Awnings and Window Screens. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. No metal, fiberglass, or similar type awnings or patio covers shall be permitted. Permanent clothes lines will not be approved. Clothing, rugs, or other items which are visible to others in the Property shall not be hung on any railing, fence, hedge, or wall.

Section 8.3 Signs and Flags. No signs of any kind shall be erected within the Property, or permitted within any windows, without the written consent of the Board, except for such signs as may be required by legal proceedings and except for a single standard real estate "for sale" or "for rent" sign may exist on a Lot if such does not exceed six (6) square feet in area. Developer or Builder may use such signs as it deems necessary or appropriate during the Development Period. No business signs, flags (except as allowed under Section 7.20), banners or similar items except those placed and used by Developer advertising or providing directional information shall be erected by any Owner. If permission is granted to any Person to erect a sign, including name and address signs within the Property, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

However, nothing in this Declaration shall regulate or prohibit an Owner from displaying on the Owner's Lot the flag of the United States or South Carolina, so long as the said flag is no greater than four feet by six feet and is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended, governing the display and use of the flag of the United States. Further, nothing in this Declaration shall regulate or prohibit an owner from displaying on the Owner's Lot a

political sign provided said sign is displayed not more than 45 days before the day of the election or more than seven days after the day of the election. Political sign means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

Section 8.4 Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

Any vehicle not in operable condition and validly licensed may be kept on a Lot only if kept inside a garage and concealed from public view. For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. No Owners or other occupants of any portion of the Property shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) Prohibited Vehicles. Commercial vehicles primarily used or designed for commercial purposes, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the owner. Further, "commercial vehicles" shall be defined herein as vehicles weighing more than one (1) ton and having more than two (2) axles.

(c) Towing of Vehicles. The Association shall have the right to have any vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of this Section towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association by the owner of the vehicle. If the vehicle towed is owned by an Owner, then the cost incurred by the Association in towing the vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by a lien on the Owner's Lot the same as provided for assessments.

Section 8.5 Animals and Pets. No animals (including bees and agricultural animals such as goats, pigs, sheep, donkeys, chickens, other fowl, or livestock) shall be maintained or permitted upon a Lot or Lots. However, normal and usual household pets may be maintained (including dogs, cats, and small animals) upon the premises, providing that they are not maintained for breeding or commercial purposes, and providing that said animals do not create a public nuisance, unsanitary conditions, or unusual levels of noise. The number of household pets generally considered to be outdoor pets (including dogs, cats, etc.) shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. All pets shall remain under the control and supervision of an adult Owner and shall not be permitted off of such Owner's respective Lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet and assure that such pet does not create any unreasonable disturbance. No dog pens or dog runs are permitted. A dog house is

permitted so long as it is located in the Rear Plane of the Lot and not visible from the street. Owners shall promptly "pooper scoop" or otherwise properly remove and dispose of all excrement created by their pets within the Property.

The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Exhibit, the Declaration, any Supplemental Declaration, and the Master Declaration, including rules requiring that any animals be restricted to designated areas within the Common Area. The Board may adopt a rule prohibiting certain pets which is more restrictive than this Declaration, except that such rule shall not apply to animals already residing in the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience, or nuisance be removed from the Property.

Section 8.6 Quiet Enjoyment. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition. No noxious or illegal activity shall be carried on upon any portion of the Property. No hunting of any nature shall be permitted within the Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Property. The Developer or the Association may order the relocation of any wood piles which are unsightly. No horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Property.

Section 8.7 Unsightly or Unkempt Conditions; Lawn Care; Dumping. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of six inches (6"). Trees which are dead and present a danger of falling onto adjacent property, common areas, sidewalks, or the streets shall be removed. The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, 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 on any part of the Property. Nothing which would result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation shall be permitted in the Property. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot are subject.

Notwithstanding the foregoing, vacant Lots and all Lots owned by Builders shall be mowed across their full width and depth on or before June 1 of each year. Inspections will be completed by the Declarant or the Association on or before June 15, and lot owners in violation shall be subject to fines and all other enforcement provisions herein. Additionally, vacant Lots and all Lots owned by Builders that share a common boundary line with any improved Lot shall keep the grass mowed at least twenty (20) feet from all curbs and twenty (20) feet from any common boundary line with an improved Lot on or before March 1, May 1, July 1 and November 1 of each year. Inspections will be completed by the Declarant or the Association on or before the 15th day of each of those months, and lot owners in violation shall be subject to fines and all other enforcement provisions herein.

Section 8.8 Antennas, Aerials, and Satellite Dishes.

(a) Intent. It is the intent and desire of Developer that the Property be developed in an aesthetically pleasant manner, and that the residences constructed on the Lots retain a harmonious and consistent appearance. To this end, it is the goal of the provisions of this Section 7.8 to limit the installation of any satellite dishes, antennas, and aerials on the Lots so that such are not visible from the street in front of such Lot.

(b) Permitted Installation and Standards. A "Satellite Dish" or "Antenna," as such terms are defined below, shall be permitted to be installed by an Owner without the approval of the Developer or the Association provided the location of the Satellite Dish or Antenna, and all related cables and wiring, are installed at the least visible location on such Owner's Lot, as viewed from the street directly in front of such Lot, which will not result in a substantial degradation of reception. Within twenty (20) days from the installation of a Satellite Dish or Antenna, an Owner shall notify the Association of such installation. Such notice shall indicate the item installed, the approximate location on such Lot, and that such installation meets the standards contained in this subsection (b).

(c) Rights of Association and Developer. The Association and Developer shall have the right to enter upon a Lot on which a Satellite Dish or Antenna is installed in order to (i) confirm that the Satellite Dish or Antenna, as the case may be, was installed in accordance with the standard specified in Section 7.8(b), above; or (ii) install, at the expense of the Association or the Developer, as the case may be, landscaping, fencing, or a combination thereof, so as to shield or otherwise block the view of such Satellite Dish or Antenna from the street in front of such Lot. In the event the installation does not meet the standard specified in Section 7.8(b), above, the Association may require the relocation of the Satellite Dish or Antenna by the Owner, at the Owner's expense, to another location which meets such standard. In addition, the Association shall have the right to require the Owner, at the Owner's expense, to paint the Satellite Dish or Antenna (provided that such painting does not impair the reception thereof) to match the background of the installation area.

(d) Definitions of Satellite Dish and Antenna. For purposes of this Section 7.8, the terms "Satellite Dish" and "Antenna" shall mean any satellite dish or antenna that is subject to the Telecommunications Act of 1996, as amended, and any applicable regulations issued thereunder (collectively, the "Telecom Act").

(e) Reception Devices not Governed by the Telecom Act. Any antennas, aerials, satellite dishes, or other apparatus not subject to the Telecom Act shall be permitted on a Lot only if: (i) concealed by landscaping, fencing, or a combination thereof; (ii) installed so as not to be visible from the street in front of such Lot, front elevation street view; and (iii) it does not constitute a nuisance to any other Owner. All installations under this subsection (e) shall be first approved by the Association.

(f) Miscellaneous. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Property, provided however that the Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8.9 Garbage Cans. No rubbish, trash, or garbage containers shall be stored or maintained outdoors except those distributed by the entity that collects trash for the Property. Such containers must be removed from the curb within 24 hours of the trash pick-up day and stored behind the Dwelling Unit.

Section 8.10 Pools. Pools meeting all of the following requirements are permitted without approval of the Committee:

- (a) The pool must be in-ground and located in the Rear Plane of the Lot.
- (b) Positive drainage must be re-established upon completion of pool in order to provide proper

storm water drainage to the Lot and surrounding Lots. The Owner must remedy any adverse effects on adjoining Lots or Common Area resulting from installation, use, or operation of the Owner's pool including water drainage issues.

(c) Special care must take in septic communities so as not to interfere with septic drainage. A separate permit must be obtained if required by local regulatory agencies.

(d) The pool shall not be located within any swale or easement.

(e) Any required county and/or city permits must be obtained by the Owner and a copy provided to the Association prior to commencement of construction.

(f) County and/or city regulations must be followed.

(g) County and/or city inspections must meet approval, and a certificate of use must be issued or permits successfully closed upon completion, if required by regulatory agencies.

(h) Pool fencing must comply with governmental ordinances, regulations, or other laws.

Section 8.11 Storage Sheds and Temporary Structures. Except as may be utilized by Developer or Builders during the Development Period, no tent, shack, trailer, storage shed, mini-barn, or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Committee or the Developer and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours.

Section 8.12 Drainage, Water Wells, and Septic Systems.

(a) 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 Person other than the Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

Section 8.13 Traffic Regulation and Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain wherein it would create a traffic or sight problem. All vehicular traffic on the private streets and roads in the Property shall be subject to the provisions of the laws of the State of South Carolina, and any other applicable governmental agency concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including modifications of those in force on public streets, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems necessary including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles by the State of South Carolina or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Property.

Section 8.14 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and high voltage lines if

required by law for safety purposes.

Section 8.15 Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units may be installed in any Lot.

Section 8.16 Mailboxes. Unless cluster mailboxes have been installed in the Property, each Owner of a Lot shall maintain the mailbox and structure which was originally installed by a Builder and shall replace the same as necessary with a mailbox and structure which is substantially the same in appearance as that which was originally provided to the Dwelling Unit. Nothing may be attached to the mailbox structure which will affect the uniformity thereof with other such structures in the Property. The Committee shall have the discretion to require the replacement of any mailbox within the Property at the expense of the Owner of the Lot served thereby. Mailboxes constructed of brick, stone, or other similar masonry shall not be allowed.

Section 8.17 Solar Panels. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot without prior written approval of the Committee. Solar panels shall be permitted but must not be visible from the ground or from the street.

Section 8.18 Building Materials. Building materials and supplies shall not be stored or erected on any Lot which has not received architectural approval for construction of a Dwelling Unit pursuant to the provisions of Article VI hereof and for which construction has commenced.

Section 8.19 Drainage. No Dwelling Unit, structure, building, landscaping, fence, wall, or other improvement shall be constructed, installed, placed, or maintained in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the drainage plans for the subdivision, or any part thereof, or for any Lot as shown on the approved drainage or subdivision plans on file with the municipality or other governing body in which the Property is located. In addition, no Owner or other person shall change the direction or flow of water in accordance with the approved drainage plans.

Section 8.20 Exterior Flags, Sculpture, and Decorations. Exterior sculptures, fountains, flags, and similar items must be approved by the Committee. Holiday decorative lighting shall be allowed from October 15 of a year until January 15 of the following year; provided, however, the Board may adopt rules and regulations limiting the type, intensity, and number of decorative lights so allowed. Other seasonable decorations are approved two weeks prior to the event until two weeks after the event.

Section 8.21 Driveways and Sidewalks. All driveways and sidewalks, if any, will be constructed of concrete by a builder of the Dwelling Unit which it serves. Owners shall maintain and replace the driveway of their Lot and the sidewalk located thereon, if any, so as to maintain the same appearance as provided at the time of original construction, ordinary wear and tear accepted.

Section 8.22 Wetlands, Lakes, and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted except as may be provided otherwise herein. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Property.

Section 8.23 Fences. Rear yard fencing must be construction of six (6) foot white vinyl material, connect to adjoining fence, and not sit further back than any adjoining fence. For those Lots, that extend twelve (12) feet or more beyond the rear building line of the dwelling (i.e. Lots that have a "back yard" that is twelve (12) feet or more in depth) the fencing shall not extend beyond the property line into the Common Area. For those lots that extend less than twelve (12) feet beyond the rear building line of the dwelling

(i.e. Lots that have a “back yard” that is less than twelve (12) feet) may install fencing on the Common Area with the written consent of the Board of Directors to the extent necessary to install two six (6) foot panels of fencing along the side perimeter, and to the extent necessary to enclose the two-perimeter side. Fencing shall not encroach upon utility easements. No fencing shall be installed inside the public right-of-way or designated common areas. Fence must contain a gate at least eight (8) feet wide to allow digging equipment such as trenchers and backhoes, to adequately maintain the utility lines and equipment. No fencing is allowed in the side or front yard. Fencing is also subject to the following guidelines:

- (a) Fencing ground clearance. Fencing must not impede surface drainage and must be installed to be a minimum of three (3) inches off the ground.
- (b) Use of Professional Installer. A professional fencing contractor must be hired by the Owner, at such Owner’s cost, to install approved fencing for such Owner.
- (c) Developer Installed Fencing. No fencing shall connect to or otherwise interfere with any fencing originally installed by the Developer. Any fencing installed by Developer shall not be subject to these standards.
- (d) Landscape Easements. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation fences, shall be erected or maintained in or upon Landscape Easements.
- (e) Fencing within Easements. Fencing which is installed within any easement affecting a Lot shall be subject to the risk of removal without notice by the Association or any other entity or entities which have access rights, if any work or repairs are to be done within the easement area(s). The Owner of such Lot shall be responsible for any and all costs relating to the removal of such fencing and for the subsequent replacement of any approved replacement fencing.
- (f) Perimeter Lots and Highly Visible Lots. With respect to a Lot where either (A) the rear yards are highly visible from public streets (within the neighborhood or surrounding the neighborhood), or (B) the Lot abuts a Common Area, the fencing for such Lot(s) that will abut the public street or common area shall be determined in the sole discretion of the Board. Fences must be kept in good repair and pressure washed annually.
- (g) Any proposed fencing not meeting these requirements must receive preapproval from the Architectural Board prior to installation.
- (h) Any fence constructed that does not meet these requirements or have Architectural Board approval shall be considered a violation under the governing documents and the Owner may subject to fines.

NOTE: In addition to the above restrictions and standards, the applicable county or municipality may have restrictions and ordinances that may affect, limit or otherwise restrict or prohibit an improvement to a Lot, including fencing. Approval of any improvement by the Committee does not guarantee that such improvement is not subject to governmental approval. There may be instances where a change is approved through the Committee but may not be allowed through the municipality (or vice versa). An Owner must check with the municipality and obtain any permits or approvals that may be required.

Section 8.24 Business Uses. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning

requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any commercial property within the Property nor shall it apply to any activity conducted by the Developer or a builder approved by the Developer with respect to its development and sale of the Property or its use of any Lots or Dwelling Units which it owns within the Property.

Section 8.25 Basketball Goals. Basketball goals, both permanent and temporary, are only permitted if located in the Rear Plane of a Lot and not visible from the street.

Section 8.26 Playground Equipment. All playground equipment and playsets shall be located in the Rear Plane of a Lot and at least ten (10) feet from all property lines and sidewalks. Metal playsets are prohibited. All playsets or playground equipment shall be maintained in good repair by the Owner.

Section 8.27 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that (a) up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, (b) the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, and (c) standard-sized tanks for the storage of propane or other heating fuels for residential use shall be permitted. All such fuel storage tanks allowed pursuant to section (c) above shall be buried in the ground or screened from view so as not to be noticeable or apparent from the abutting street(s) or Lots immediately adjacent thereto. All such fuel storage tanks shall be installed and maintained in accordance with all applicable regulations. Any above ground tanks must be located in the Rear Plane of the Lot or on the side of the Dwelling Unit at least fifteen (15) feet behind the front corner of the Dwelling Unit and screened from view.

Section 8.28 Contiguous Lots. Whenever two or more contiguous Lots shall be owned by the same Owner, such Owner shall not be permitted to use two or more of said Lots as a site for a single dwelling. Each Lot shall be, and shall remain, improved with a single Dwelling Unit, and each Lot shall be subject to the Assessments.

Section 8.29 Control and Common Areas.

(a) Control by the Association. As part of its general duties, the Association shall regulate the Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Common Areas. No improvements, excavation, changes in grade, or other work shall be done upon the Common Areas by any Owner, nor shall the lakes or streams, if any, or Common Areas be changed by any Owner from its natural or improved existing state without the prior written approval of the Committee.

(b) Restrictions of Use of Common Areas. The following covenants and restrictions on the use and enjoyment of the Lots and the Common Areas shall be in addition to any other covenants or restrictions contained herein or shown on any plat of the Property and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (i) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests, or invitees, may use the Common Areas.
- (ii) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Common Areas.
- (iii) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas.
- (iv) No Owner shall be allowed to plant trees, landscape, or do any gardening in any part of the Common Areas except with express permission from the Committee.
- (v) The Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended and shall be used subject to the rules and regulations from time to time adopted by the Board.

Section 8.30 Laws and Ordinances. Every Owner and occupant of any Lot or Dwelling Unit, their guests and invitees shall comply with all laws, statutes, ordinances, and rules of federal, state, and municipal governments applicable to the Property and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action enforce such laws, statutes, ordinances, and rules.

Section 8.31 Sales and Construction. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Builders and the Developer and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and Dwelling Units or the developing of Lots, Dwelling Units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model houses, all as may be approved by the Developer from time to time, provided that the location of any construction trailer of any assignees of the Developer's rights under this Section 7 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwelling Units as model residences, and to use any Dwelling Unit as an office for the sale of Lots and Dwelling Units and for related activities.

Section 8.32 Occupants Bound. All provisions of the Master Declaration and any Supplemental Declaration By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to

all occupants, guests, and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Master Declaration, any Supplemental Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Master Declaration, any Supplemental Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 8.33 Roof Pitch. The roof pitch on the main Dwelling Unit shall be a minimum of 5/12 or greater.

Section 8.34 Garages and Driveways. The interior of all garages situated on any Lot shall be maintained in a neat and clean condition. Garages shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters or for recreational activities or the initial construction thereof altered without the prior written approval of the Committee. Garage doors shall be left open only as needed for ingress and egress.

Section 8.35 Doors. All storm doors and screen doors of a Dwelling Unit shall be full-view glass or glass/screen and must match the existing façade color scheme. Door hardware shall also match the existing hardware (brass handle for brass lights, etc.). The Board may adopt rules and regulations to further regulate storm and screen doors.

Section 8.36 Buffer Yard. Any portion of a buffer area that is located within the boundaries of a Lot shall be maintained by the Owner.

Section 8.37 Public/Private Storm Drainage Easements. Each owner of a Lot shall maintain any and all pipe systems and open channels within the public storm drainage easements or private drainage easements located upon such Owner's Lot.

Section 8.38 Impermeable Surface. Prior to beginning any land disturbing activity or erecting any structure upon a Lot, an Owner must contact the County Zoning Department to ensure that such activity will comply with the ordinance which governs impermeable surfaces.

ARTICLE IX

RULEMAKING AND REMEDIES FOR ENFORCEMENT

Section 9.1 Rules and Regulations. Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of Lots and Dwelling Units, and the amendments thereto shall be furnished by the Association to all Members prior to the effective date upon the Owners, their families, tenants guests, invitees, servants, and agents, until and unless any such rule or regulations be specifically overruled, cancelled, or modified by the Board or in a regular or special meeting of the Association by a majority of the Members as set forth in the By-Laws subject to Developer's consent during the Development Period.

Section 9.2 Authority and Enforcement.

- (a) Upon the violation of this Declaration, the Master Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any assessments, the Association shall have the power, after fifteen (15) days written notice to the Owner or the occupant of said violation, and failure by said Owner or occupant to cure the violation:
- (i) to cause the Association to correct the violation at its own cost and expense, which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or the occupant who is guilty of such violation;
 - (ii) to suspend an Owner's right to vote in the Association;
 - (iii) to suspend an Owner or occupant's right (and the right of his or her family, guests, and tenants) to use any of the

Common Areas; and (iv) to impose a fine in an amount commensurate with the violation.

The Board shall have the power to impose all or any combination of these sanctions and fines. Such sanctions and/or fine are in addition to the Association's remedies under Section 4, above, relating to maintenance. An Owner or occupant shall be subject to the foregoing sanctions in the event of such a violation by him or her, his or her family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and or any additional period thereafter, such additional period not to exceed thirty (30) days per violation.

(b) Notwithstanding subsection (a) above, a violation or threatened violation of any of the covenants and restrictions contained in this Declaration, the Master Declaration, or any Supplemental Declaration and the provisions contained in the Articles of Incorporation and By-Laws of the Association, or any rules and regulations adopted hereunder, shall be grounds for an action at law or equity instituted by the Developer, the Association, or any Owner against any person violating or threatening to violate any such covenant, restriction, rule, or regulation. Available relief in any such action shall include: the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules or regulations; declaratory relief; the enforcement of any lien created by these covenants, restrictions, rules, or regulations; and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Developer, the Association, or any Owner to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that no action shall be brought against either the Developer or the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by more than seventy-five percent (75%) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. The number of ten (10) year renewal periods shall be unlimited.

Section 10.2 Amendment. Prior to the conveyance of the first Lot to an Owner, the Developer may unilaterally amend this Declaration. After such conveyance, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules, or regulations, or judicial determination, or to otherwise comply with any other governmental order or request; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and the Dwellings; (c) required by an institutional or governmental agency or lender or purchaser of mortgage loans including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or the Department of Housing and Urban Development, to enable such lender or purchaser to acquire or purchase mortgage loans on the Lots and the Dwelling Units; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (e) to annex additional real estate to the Property as provided herein; (f) to correct clerical or typographical errors in this Declaration or any exhibit hereto, or any supplement or amendment thereto; or (g) necessary to provide for the development of the subdivision as contemplated under the general scheme of the subdivision; provided,

however, any amendment permitted under subsections (a) through (g) of this Section 9.2 shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Additionally, during the Development Period, the Developer may unilaterally amend this Declaration for any purpose provided the amendment has no material adverse effect upon any right of the Owner.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least sixty-seven percent (67%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the county in which this Declaration was recorded.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of the Developer or the assignee of such right or privilege.

Section 10.3 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses including counsel fees reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members 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, directors, and committee members shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer, director, and committee member 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, director, or committee member or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 10.4 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Declaration shall be the date of its filing in the public records. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

Section 10.5 Right of Entry. The Association and during the Development Period, the Developer, shall have the right, but not the obligation, to enter onto any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the Master Declaration, any Supplemental Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant directly affected thereby. This right of entry shall include the right of the Association to enter a Lot and

Dwelling Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 10.6 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration would be unlawful, void, or voidable for violation of the common law rule against perpetuities, then such provisions shall continue on for the maximum amount of time as allowed by South Carolina law.

Section 10.7 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote representing at least two-thirds (2/3) of the Members entitled to vote thereon. However, this Section shall not apply to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) actions brought for collection of assessments, (iii) proceedings involving challenges to *ad valorem* taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it.

Section 10.8 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10.10 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 the 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.

Section 10.11 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Developer, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title, or interest whatsoever in the Property, except as provided for herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Developer and the Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

Section 10.12 Assignment. Developer shall have the right to assign its rights and obligations under this Declaration to any third party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.)

IN WITNESS WHEREOF, the undersigned owner of the Property described on Exhibit "A" acknowledges this Declaration for Pikeview Place, also known as Pikeview Townhomes, and consents to the covenants of the property to the Master Declaration, subject to the provisions hereof.

Witness 1

Witness 2

Dependable Development, Inc.
A North Carolina Corporation

By:

G. David Cuthbertson, President

STATE OF NORTH CAROLINA

COUNTY OF UNION

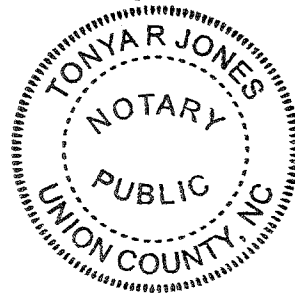
I, Tonya R JONES, a Notary Public State aforesaid, do hereby certify that G. David Cuthbertson who is the President of Dependable Development, Inc, a North Carolina Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal, this 3rd day of July 2018.

Notary Public

My Commission Expires:

12/17/2019



IN WITNESS WHEREOF, the undersigned owner of the Property described on Exhibit "A" acknowledges this Declaration for Pikeview Place, also known as Pikeview Townhomes, and consents to the covenants of the property to the Master Declaration, subject to the provisions hereof.

Paula J. Roth

Witness 1

Uplonda L. Dixon

Witness 2

True Homes, LLC
A Delaware Limited Liability Company

By: D. Hope Bergamini
D. Hope Bergamini, Land Development Coordinator

STATE OF NORTH CAROLINA

COUNTY OF Union

I, Paula J. Roth, a Notary Public State aforesaid, do hereby certify that D. Hope Bergamini, who is the Land Development Coordinator of True Homes, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes stated therein.

WITNESS my hand and notarial seal, this 5th day of July 2018.

Paula J. Roth
Notary Public

My Commission Expires: 11-6-2022

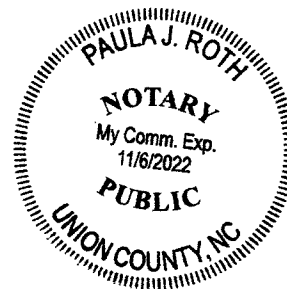


EXHIBIT "A"

Property Description

Those certain pieces, parcels or tracts of land located in the York County, South Carolina, more particularly described as follows:

BEING ALL of the lots and open space or "OS" shown on that certain plat entitled Final Plat – Pikeview Place – Map 1 recorded in Map Book 157, Page 348, York County Public Registry, reference to which is hereby made for a more particular metes and bounds description.

EXHIBIT B

BYLAWS AND FIRST ACTION OF INITIAL BOARD OF DIRECTORS

**BY-LAWS
OF
PIKEVIEW TOWNHOMESHOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

- Section 1.** **Principal Office.** The principal office of the association shall be located at such place as the Board of Directors may fix from time to time.
- Section 2.** **Registered Office.** The registered office of the association required by law to be maintained in the State of South Carolina may be, but need not be, identical with the principal office.
- Section 3.** **Other offices.** The association may have offices at such other places, either within or without the State of South Carolina, as the Board of Directors may designate or as the affairs of the association may require from time to time.

**ARTICLE II
MEETINGS OF MEMBERS**

- Section 1.** **Place of meetings.** All meetings of members shall be held at the principal office of the association, or at such other place, either within or without the State of South Carolina, as shall in each case be (i) fixed by the President, the Secretary, or the Board of Directors and designated in the notice of the meeting or (ii) agreed upon by a majority of the members entitled to vote at the meeting.
- Section 2.** **Annual meetings.** The annual meeting of members shall be held during the fourth calendar quarter of each year for the purpose of electing directors of the association and for the transaction of such other business as may be properly brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.
- Section 3.** **Substitute annual meeting.** If the annual meeting shall not be held during the fourth calendar quarter as designated by these By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article II. A meeting so called shall be designated and treated for all purposes as the annual meeting.
- Section 4.** **Special meetings.** Special meetings of the members may be called at any time by the President, the Secretary, or the Board of Directors, and shall be called pursuant to the written request of the holders of not less than one-tenth of all the votes entitled to be cast on any issue proposed to be considered at the meeting.
- Section 5.** **Notice of meetings.** Written notice stating the date, time, and place of the meeting shall be given not less than ten nor more than sixty days before the date of any members' meeting, either by personal delivery, or by telegraph, teletype, or other form of wire or wireless communication, or by facsimile transmission or by mail or private carrier, by or at the direction of the Board of Directors, the President, the Secretary, or other person calling the meeting, to each membership interests holder entitled to vote at such meeting; provided that such notice must be given to all members with respect to any meeting at which a merger or membership interests exchange is to be considered and in such other

instances as required by law. If mailed, such notice shall be deemed to be effective when deposited in the United States mail, correctly addressed to the membership interest holder at the membership interest holder's address as it appears on the current record of the members of the association, with postage thereon prepaid.

In the case of a special meeting, the notice of meeting shall include a description of the purpose or purposes for which the meeting is called; but, in the case of an annual or substitute annual meeting, the notice of meeting need not include a description of the purpose or purposes for which the meeting is called unless such a description is required by the provisions of the South Carolina Nonprofit Corporation Act.

When a meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time, or place is announced at the meeting before the adjournment and if a new record date is not fixed for the adjourned meeting; but if a new record date is fixed for the adjourned meeting (which must be done if the new date is more than 120 days after the date of the original meeting), notice of the adjourned meeting must be given as provided in this section to persons who are members as of the new record date.

Section 6. **Waiver of notice.** Any member may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the member, and delivered to the association for inclusion in the minutes or filing with the corporate records. A member's attendance, in person or by proxy, at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member or his proxy objects to considering the matter before it is voted upon.

Section 7. **Members' list.** Upon request by any member before each meeting of members, the Secretary of the association shall prepare an alphabetical list of the members entitled to notice of such meeting. The list shall be divided into categories of Class A members and Class B members, as defined in Section 4.2 of Article IV of the recorded Declaration of Covenants, Conditions and Restrictions for PIKEVIEW TOWNHOMES (the "Declaration") and shall show the address of and number of membership interests held by each member. The list shall be kept on file at the principal office of the association, or at a place identified in the meeting notice in the city where the meeting will be held, for the period beginning two business days after notice of the meeting is given and continuing through the meeting, and shall be available for inspection by any member, his agent or attorney, at any time during regular business hours. The list shall also be available at the meeting and shall be subject to inspection by any member, his agent or attorney, at any time during the meeting or any adjournment thereof.

Section 8. **Quorum.** Members entitled to vote may take action on a matter at the meeting only if a quorum of members exists. A majority of the votes entitled to be cast on the matter by the members constitutes a quorum of members for action on that matter.

If Class A members are entitled to vote as a separate group on a matter, they may take action at the meeting only if a quorum of Class A members exist. A majority of the votes entitled to be cast on the matter by the Class A members constitutes a quorum of members for action on that matter.

If Class B members are entitled to vote as a separate group on a matter, they may take action at the meeting only if a quorum of Class B members exist. A majority of the votes entitled to be cast on the matter by the Class B members constitutes a quorum of members for action on that matter.

Once a member is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

In the absence of a quorum at the opening of any meeting of members, such meeting may be adjourned from time to time by the vote of a majority of the votes cast on the motion to adjourn; and, subject to the provisions of Section 5 of this Article II, at any adjourned meeting any business may be transacted that might have been transacted at the original meeting if a quorum exists with respect to the matter proposed.

Section 9. **Proxies.** Membership interests may be voted either in person or by one or more proxies authorized by a written appointment of proxy signed by the member or by his duly authorized attorney in fact. An appointment of proxy is valid for eleven months from the date of its execution, unless a different period is expressly provided in the appointment form.

Section 10. **Voting of membership interests.** Subject to the provisions of the Articles of Incorporation, each Class A member shall be entitled to one vote on each matter voted on at a meeting of members and each Class B member shall be entitled to nine (9) votes on each matter voted on at a meeting of members. Provided, however, in the event that any Lot shall be owned by more than one person, partnership, trust, corporation or other entity, each shall be a member, but they shall be treated collectively as one member for voting purposes, so that only one (1) vote is cast for each Class A Lot and only nine (9) votes are cast for each Class B Lot.

Except in the election of directors as governed by the provisions of Section 3 of Article III, if a quorum exists, action on a matter by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a greater vote is required by law, by the Articles of Incorporation or these By-Laws, or by the Declaration

In the event that only Class A members or Class B members are entitled to vote on a matter pursuant to the Declaration, if a quorum of members of the class of membership entitled to vote exists, action on a matter is approved if the votes favoring the action exceed the votes cast opposing the action, unless a greater vote is required by law, by the Articles of Incorporation or these By-Laws, or by the Declaration.

Section 11. **Informal action by members.** Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting if one or more written consents, describing the action so taken, shall be signed by all of the members who would be entitled to vote upon such action at a meeting, and delivered to the association for inclusion in the minutes or filing with the corporate records.

ARTICLE III BOARD OF DIRECTORS

Section 1. **General powers.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the association shall be managed under the direction of, the Board of Directors.

- Section 2.** **Number and qualifications.** The number of directors constituting the initial Board of Directors shall be three (3). The members or Board of Directors may from time to time change the number of directors by amendment of these By-Laws. Directors must be residents of the PIKEVIEW TOWNHOMES Subdivision.
- Section 3.** **Election.** Except as provided in Section 6 of this Article III, the directors shall be elected at the annual meeting of members. Those persons who receive the highest number of votes at a meeting at which quorum is present shall be deemed to have been elected.
- Section 4.** **Term of directors.** Each initial director shall hold office until the earlier of the first members' meeting at which directors are elected or such director's death, resignation, or removal, whichever is earlier. The term of every other director shall expire at the next annual members' meeting following the director's election or upon such director's death, resignation, or removal. The term of a director elected to fill a vacancy expires at the next members' meeting at which directors are elected. A decrease in the number of directors does not shorten an incumbent director's term. Despite the expiration of a director's term, such director shall continue to serve until a successor shall be elected and qualifies or until there is a decrease in the number of directors.
- Section 5.** **Removal.** Any director may be removed at any time with or without cause by a vote of the members if the number of votes cast to remove such director exceeds the number of votes cast not to remove him, provided that a director shall not be removed when the number of votes sufficient to elect him under cumulative voting is voted against his removal. If a director is elected by a voting group of members, only the members of that voting group may participate in the vote to remove him. A director may not be removed by the members at a meeting unless the notice of the meeting states that the purpose, or one of the purposes, of the meeting is removal of the director. If any directors are so removed, new directors may be elected at the same meeting.
- Section 6.** **Vacancies.** Any vacancy occurring in the Board of Directors, including without limitation a vacancy resulting from an increase in the number of directors or from the failure by the members to elect the full authorized number of directors, may be filled by the members or by the Board of Directors, whichever group shall act first. If the directors remaining in office do not constitute a quorum, the directors may fill the vacancy by the affirmative vote of a majority of the remaining directors. If the vacant office was held by a director appointed by a Class B member, only the remaining directors or directors elected by a Class B member or the Class B members are entitled to fill the vacancy.
- Section 7.** **Chairman of Board.** There may be a Chairman of the Board of Directors elected by the directors from their number at any meeting of the Board. The chairman shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board.
- Section 8.** **Compensation.** The Board of Directors may provide for the reimbursement of directors for any or all expenses incurred by them in connection with such services. The members of the Board of Directors shall serve without compensation for services rendered.
- Section 9.** **Directors During Declarant Control.** The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant so long as the Class B membership exists, as set forth in the Declaration, unless the Declarant shall

earlier surrender this right to select Directors. The Directors selected by the Declarant need not be owners of lots or residents in the PIKEVIEW TOWNHOMES Subdivision. After the period of Declarant appointment, all Directors must be members of the Association.

ARTICLE IV MEETINGS OF DIRECTORS

- Section 1.** Regular meetings. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members. In addition, the Board of Directors may provide, by resolution, the time and place, either within or without the State of South Carolina, for the holding of additional regular meetings.
- Section 2.** Special meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, if any, by the President or by a majority of the directors. Such a meeting may be held either within or without the State of South Carolina, as fixed by the person or persons calling the meeting.
- Section 3.** Notice of meetings. Regular meetings of the Board of Directors may be held with notice. The person or persons calling a special meeting of the Board of Directors shall, at least five (5) days before the meeting, give or cause to be given notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Any duly convened regular or special meeting may be adjourned by the directors to a later time without further notice.
- Section 4.** Waiver of notice. Any director may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the director entitled to the notice, and delivered to the association for inclusion in the minutes or filing with the corporate records. A director's attendance at or participation in a meeting waives any required notice of such meeting unless the director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
- Section 5.** Quorum. Unless the Articles of Incorporation of these By-Laws provide otherwise, a majority of the number of directors fixed by or pursuant to these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, or if no number is so fixed, the number of directors in office immediately before the meeting begins shall constitute a quorum.
- Section 6.** Manner of acting. Except as otherwise provided in the articles of incorporation or these By-Laws, including Section 8 of this Article IV, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.
- Section 7.** Presumption of assent. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (a) he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or to transacting business at the meeting, or (b) his dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) he files written notice of his dissent or abstention with the presiding officer of the meeting before its adjournment or with the association immediately after the

adjournment of the meeting. Such right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 8. **Action without meeting.** Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents signed by each director before or after such action, describing the action taken, and included in the minutes or filed with the corporate records.

Section 9. **Committees of the Board.** The Board of Directors may create an Executive Committee and other committees of the board and appoint members of the Board of Directors to serve on them. The creation of a committee of the board and appointment of members to it must be approved by the greater of (a) a majority of the number of directors in office when the action is taken or (b) the number of directors required to take action pursuant to Section 6 of this Article IV. Each committee of the board must have two or more members and, to the extent authorized by law and specified by the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the association. Each committee member serves at the pleasure of the Board of Directors. The provisions in these By-Law governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors apply to committees of the board established under this section.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meets of the Board of Directors without good cause;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days or less notice and any Management contract made with the Declarant shall be for a period not to exceed three years;
- (f) employ attorneys to represent Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem appropriate.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or to any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A lots.

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot prior to December 1 of each year;

(2) send written notice of each assessment to each owner subject thereto at least fifteen (15) days and before January 1 of each year;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability insurance covering the Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Area and all improvements erected thereon to be maintained; and

(h) cause individual lots to be maintained if required by the Declaration.

**ARTICLE VI
OFFICERS**

Section 1. Officers of the association. The officers of the association shall consist of a President, a Secretary, Treasurer, and such Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as may from time to time be appointed by or under the

authority of the Board of Directors. Any two or more offices may be held by the same person, but no officer may act in more than one capacity where action of two or more officers is required

- Section 2.** **Appointment and term.** The officers of the association shall be appointed by the Board of Directors or by a duly appointed officer authorized by the Board of Directors to appoint one or more officers or assistant officers. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.
- Section 3.** **Compensation of officers.** There shall be no direct compensation for officers of the association. The Board of Directors may provide for reimbursement of officers for any and all expenses incurred by them in connection with such services.
- Section 4.** **Removal.** Any officer may be removed by majority vote of the Board of Directors at any time, with or without cause, but such removal shall not itself affect the officer's contract rights, if any, with the association.
- Section 5.** **Resignation.** An officer may resign at any time by communicating his resignation to the association, orally or in writing. A resignation is effective when communicated unless it specifies in writing a later effective date. If a resignation is made effective at a later date that is accepted by the association, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date. An officer's resignation does not affect the association's contract rights, if any, with the officer.
- Section 6.** **Bonds.** The Board of Directors may by resolution require any officer, agent, or employee of the association to give bond to the association, with sufficient sureties, conditioned on the faithful performance of the duties of his respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.
- Section 7.** **President.** The President shall be the principal executive officer of the association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the association. He shall, when present, preside at all meetings of the members. He shall sign, with the Secretary, an assistant Secretary, or any other proper officer of the association thereunto authorized by the Board of Directors, certificates for membership interests of the association, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the association, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- Section 8.** **Vice-Presidents.** In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President, if such position exists, in the order of his length of service as such, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an Assistant Secretary, certificates for membership interests of the association; shall

perform such other duties as from time to time may be prescribed by the President of Board of Directors.

Section 9. **Secretary.** The Secretary shall: (a) keep the minutes of the meetings of members, of the Board of Directors, and of all committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) maintain and authenticate the records of the association and be custodian of the seal of the association and see that the seal of the association is affixed to all documents the execution of which on behalf of the association under its seal is duly authorized; (d) sign with the President, or a Vice-President, certificates for membership interests of the association, the issuance of which shall have been authorized by resolution of the Board of Directors; (e) maintain and have general charge of the stock transfer books of the association; (f) prepare or cause to be prepared membership interests-holder lists prior to each meeting of members as required by law; (g) attest the signature or certify the incumbency or signature of any officer of the association; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the President or by the Board of Directors.

Section 10. **Assistant Secretaries.** In the absence of the secretary or in the event of his death, inability or refusal to act, the assistant Secretaries in order of their length of service as Assistant Secretary, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. They shall perform such other duties as may be prescribed by the Secretary, by the President, or by the Board of Directors. Any Assistant Secretary may sign, with the President or a Vice-President, certificates for membership interests of the association.

Section 11. **Treasurer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the association; receive and give receipts for monies due and payable to the association from any source whatsoever, and deposit all such monies in the name of the association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article VI of these By-Laws; (b) maintain appropriate accounting records as required by law; (c) prepare, or cause to be prepared, annual financial statements of the association that include a balance sheet as of the end of the fiscal year and an income and cash flow statement for that year, which statements, or a written notice of their availability, shall be mailed to each membership interest holder within 120 days after the end of such fiscal year; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.

Section 12. **Assistant Treasurers.** In the absence of the Treasurer or in the event of his death, inability or refusal to act, the Assistant Treasurers in order of their length of service as such, unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. They shall perform such other duties as may be prescribed by the Treasurer, by the President, or by the Board of Directors.

ARTICLE VII CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

- Section 2.** Loans. No loans shall be contracted on behalf of the association and no evidence of indebtedness shall be issued in its name without unanimous vote of the Board of Directors.
- Section 3.** Prohibition on Loans to Officers and Directors. The Board of Directors shall not propose or authorize any loans to officers or directors of the Association.
- Section 4.** Checks and drafts. All checks, drafts, or other orders for the payment of money, issued in the name of the association, shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by the Board of Directors.
- Section 5.** Deposits. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such depositories as may be selected by or under the authority of the Board of Directors.

ARTICLE VIII MEMBERSHIP INTERESTS AND THEIR TRANSFER

- Section 1.** Certificates for membership interests. Membership interests in the association shall be evidenced by a deed in the Berkeley County Register of Deeds Office for fee simple ownership of a lot or lots in the PIKEVIEW TOWNHOMES Subdivision. If a person or entity owns more than one (1) lot, such person or entity shall have one membership interest per lot owned.
- Section 2.** Membership and Voting Rights. Article VI of the PIKEVIEW TOWNHOMES Declaration is incorporated herein by reference.
- Section 3.** Fixing record date. The Board of Directors may fix a future date as the record date for one or more voting groups in order to determine the members entitled to notice of a members' meeting, to demand a special meeting, to vote, or to take any other action. Such record date may not be more than seventy days before the meeting or action requiring a determination of members. A determination of members entitled to notice of or to vote at a members meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.
- If no record date is fixed by the Board of Directors for the determination of members entitled to notice of or to vote at a meeting of members, the close of business on the day before the first notice of the meeting is delivered to members shall be the record date for such determination of members.
- Section 4.** Holder of record. Except as otherwise required by law, the association may treat the person in whose name the membership interest stand of record on its books as the absolute owner of the membership interests and the person exclusively entitled to receive notification and distributions, to vote, and to otherwise exercise the rights, powers, and privileges of ownership of such membership interests.
- Section 5.** Distribution upon dissolution. Upon dissolution of the corporation, the assets thereof shall, after all of its liabilities and obligations have been discharged or adequate provision made therefore, be distributed in accordance with a plan of dissolution approved by the members.

ARTICLE IX. INDEMNIFICATION

Any person who at any time serves or has served as a director of the association, or who, while serving as a director of the association, serves or has served, at the request of the association, as a director, officer, executive, trustee, or employee shall have a right to be indemnified by the association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, incurred by him in connection with any threatened, pending, or completed civil, criminal, administrative, investigative, or arbitrative action, suit, or proceeding (and any appeal therein), whether or not brought by or on behalf of the association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty, or settlement for which he may have become liable in any such action, suit or proceeding.

The Board of Directors of the association shall take all such action as may be necessary and appropriate to authorize the association to pay the indemnification required by this By-Law, including, without limitation, making a determination that indemnification is permissible in the circumstances and a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him. The Board of Directors may appoint a committee or special counsel to make such determination and evaluation. To the extent needed, the Board shall give notice to, and obtain approval by, the members of the association for any decision to indemnify.

Any person who at any time after the adoption of this By-Law serves or has served in the aforesaid capacity for or on behalf of the association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law.

ARTICLE X GENERAL PROVISIONS

- Section 1.** Seal. The corporate seal of the association shall consist of two concentric circles between which is the name of the association and in the center of which is inscribed SEAL; and such seal, as impressed or affixed on the margin hereof, is hereby adopted as the corporate seal of the association.
- Section 2.** Fiscal year. The fiscal year of the association shall be fixed by the Board of Directors.
- Section 3.** Amendments. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present at a meeting duly called for such purpose in person or by proxy; provided, however, any such amendment must be consented to by a majority vote of the Class B members so long as Class B membership exists.
- Section 4.** Definitions. Unless the context otherwise requires, terms used in these By-Laws shall have the meanings assigned to them in the South Carolina Non-Profit Corporation Act to the extent defined therein.

ARTICLE XI COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose and consistent with the Declaration and these Bylaws. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE XII ASSESSMENTS

As more fully provided in Article V of the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquents. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set forth in the declaration, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of any action shall be added to the amount of such assessment. Any payments made to the Association shall be first applied to costs and attorneys' fees related to collection efforts, then to late charges, then to interest, and only then to such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIII CONFLICTS

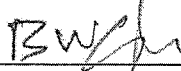
In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control, and in the case of conflict between the Declaration and the Articles, the Articles shall control.

ARTICLE XIV VIOLATION OF RULES AND REGULATIONS

Failure to abide by any Rules or Regulations published by the Association shall be grounds for an action, brought by the Association or any aggrieved Owner, to recover damages, or obtain injunctive and equitable relief, or both. In addition to these remedies, in the event of violation by an owner of any rules or regulations, such owner's voting rights and rights to use the recreational facilities may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. The duration of such suspension shall be set by the Board and shall not exceed sixty (60) days for each violation. Such hearing shall only be held by the Board after giving the owner ten (10) days prior written notice which specifies each alleged violation and sets the time, place and date of the hearing. A determination of the violation and the time of suspension or other sanction shall be made by a majority vote of the Board. The owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing de novo before the membership of the Association, at which the general requirements of due process shall be observed. Upon an appeal by an Owner of a decision by the Board, said appeal shall be heard within 90 days of the date of the appeal, and the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting.

These Bylaws are hereby certified to be the Bylaws of PIKEVIEW TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. to be effective as of the 10th day of January, 2018.

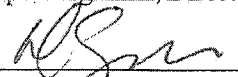
DIRECTORS:



Brad Crysler, Director



Hope Bergamini, Director



David Spéra, Director

FIRST ACTION OF INITIAL BOARD OF DIRECTORS

The organizational action of the Board of Directors of PIKEVIEW TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. was taken at 12:00 o'clock p.m. on the 10th day of January, 2018.

The following resolutions were adopted:

By-Laws

"BE IT RESOLVED that the proposed By-Laws of the corporation presented at this meeting be, and the same hereby are in all respects, approved and adopted as the By-Laws of the corporation."

Officers

The following persons were elected officers of the corporation to serve until their respective successors are chosen and qualify:

Brad Crysler

President

Hope Bergamini

Secretary/Treasurer

SEAL

"BE IT RESOLVED that the seal presented to this meeting, an impression of which is hereto affixed, be adopted as the corporate seal of the corporation, and that the form of stock certificate presented to this meeting be adopted as the authorized form of stock certificate for the corporation, and that the Secretary be instructed to insert a specimen thereof in the minute books."

Corporate Books

"BE IT RESOLVED that the Secretary of the corporation is authorized and directed to procure all corporate books required by the State of North Carolina or necessary in connection with the business of the corporation and the treasurer of the corporation is authorized and directed to pay all fees and expenses incident to and necessary for the organization of the corporation, and to reimburse those persons who have advanced said fees for and on behalf of the corporation."

Depository

"BE IT RESOLVED that _____ be and it is hereby designated depository of this corporation and that funds so deposited may be withdrawn upon a check, draft, note, or order of the corporation."

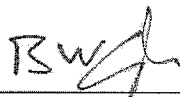
"BE IT FURTHER RESOLVED that all checks, drafts, notes or orders drawn against said account be signed by any one of the following:

NAME	TITLE
Brad Crysler	President
D Hope Bergamini	Secretary/Treasurer

and countersigned by none, whose signatures shall be duly certified to said banks, and that no checks, drafts, notes or orders drawn against said banks shall be valid unless so signed."

"BE IT FURTHER RESOLVED that said banks are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not. This resolution shall continue in force and said banks may consider the facts concerning the holders of said offices, respectively, and their signatures to be and continue as set forth in the certificate of the Secretary or Assistant Secretary, accompanying a copy of the resolution when delivered to said banks or in any similar subsequent certificate, until written notice to the contrary is duly served on said bank."


BE IT FURTHER RESOLVED that the corporation has been incorporated according to the provisions of North Carolina General Statute Section 55A-1-40, the Non-Profit Corporation Statute. All Acts, bylaws and resolutions adopted by this corporation shall be made and entered into in accordance with said statute.



Brad Crysler, Director



D. Hope Bergamini, Director



David Spera, Director