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Declaration of Covenants, Conditions and Restrictions for
HighPointe of Clemson
Master Community

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HIGHPOINTE OF CLEMSON MASTER COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HIGHPOINTE OF CLEMSON MASTER COMMUNITY (the "Declaration") is made this _____ day of _____, 2010, by High Pointe, LLC, a South Carolina limited liability company, the developer of the Community ("Declarant"), with the participation of the HighPointe of Clemson Owners' Association, Inc., a non-profit non-stock membership association organized under the laws of the State of South Carolina to administer the affairs of the Regime (hereafter defined) (the "Condominium Association"), and the HighPointe of Clemson Master Community Association, Inc., a non-profit non-stock membership association organized under the laws of the State of South Carolina to administer the affairs of the Community (the "Association").

WITNESSETH

Declarant has acquired the real property more fully described in Exhibit A attached hereto, consisting of 93.624 acres, more or less (the "Community Property") for the development of a multi-family residential complex that was master planned for approximately 56 apartment buildings (the "Apartment Buildings") as shown on Exhibit B attached hereto (the "Master Plan"); and

WHEREAS, Declarant has developed HighPointe of Clemson Horizontal Property Regime (the "Regime"), which was created by a Master Deed dated July 29, 2008, recorded July 31, 2008 in the offices of the Register of Deeds, Oconee County, South Carolina in Book 1674 at page 124, as amended by Amendment Number One to Master Deed, dated as of _____, 2010, recorded in Book _____ at page _____, (collectively, as amended from time to time, the "Master Deed") on approximately 19.876 acres more fully described on Exhibit C attached hereto (the "Original Regime Property"); and

WHEREAS, the Declarant had intended to add future Apartment Buildings to the Regime but has determined that future owners of the Apartment Buildings may desire the flexibility to retain ownership of Apartment Buildings outside the Regime and/or add their Apartment Buildings to the Regime and create individual condominium units for each apartment at such owner's option at a future date; and

WHEREAS, to allow for such option, the Declarant and the Regime deem it appropriate to create a planned unit community pursuant to the Declaration (the "Community") wherein the existing and planned roadways and amenities and other common areas (collectively, the "Common Areas") shown on the Master Plan will be owned by the Association; and

WHEREAS, the Regime and all other owners of real property within the Community Property will be deemed to own Parcels (hereafter defined) and will be entitled to utilize all the Common Areas in accordance with this Declaration; and

WHEREAS, in order to proceed with the creation of the Community, upon execution and recording of this Declaration, the Regime shall convey by deed to the Association all that real property more fully described on Exhibit D attached hereto, which contains areas that will be the initial Common Areas of the Community; and

WHEREAS, Declarant, the Regime Association and Community Association desire to impose this Declaration on the Community Property to establish covenants, conditions, restrictions, and easements to promote efficiencies and to provide a flexible mechanism for the administration and maintenance of Community facilities and services which are for the common use and benefit of the Community Property owners.

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PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, S.C. CODE OF LAWS OF 1976, AS AMENDED.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**HIGHPOINTE OF CLEMSON
MASTER COMMUNITY**

NOW THEREFORE, Declarant, with the participation of the Regime Association and the Association, hereby declares that this Declaration and the covenants, restrictions and easements established herein are covenants to run with the land and that all the Community Property, and any additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions hereof, is herewith subject and subordinate to the terms, provisions and conditions hereof. Said covenants and restrictions will inure to the benefit of and are binding upon each and every Owner (hereafter defined) and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of any parcel which constitutes a portion of the Community Property or any interest therein, the person or entity to which the interest is conveyed is deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Association.

ARTICLE 1.

DEFINITIONS.

1.1 Definitions.

When used in this Declaration, unless the context will prohibit or otherwise require, the following capitalized terms will have all the following meanings, and all definitions will be applicable to the singular and plural forms of such terms:

(a) "Actual Residential Density" will mean and refer to the actual number of Apartment Buildings constructed on each Parcel multiplied times the number of Apartments in each Apartment Building multiplied times the actual number of bedrooms contained in each Apartment actually constructed on the subject Parcel.

(b) "Additional Property" will mean and refer to any real property, and all improvements thereon, as may be added to the Community Property pursuant to Section 2.2 below.

(c) "Amenities" will mean and refer to that portion of the Common Areas containing, or which will contain, recreational and social facilities for the benefit of Owners, including the Community, swimming pool and clubhouse. When used in a sentence alone and without additional reference to its status as Common Area, the term "Amenities" will refer to such specifically improved property and not to its classification as a Common Area generally.

(d) "Amenity Use Charge" will mean and refer to any fee, rental, costs, and other charge established by the Board of Directors for the use of an Amenity or the goods and services that may be offered thereat, and which, pursuant to the provisions hereof, may be imposed upon any Owner, or an Owner's family, tenants, or guests.

(e) "Apartments" will mean and refer to the individual apartments contained in each Apartment Building, whether or not the same are subdivided as individual condominium units in accordance with the South Carolina Horizontal Property Regime Act.

(f) "Apartment Buildings" will mean and refer to the apartment buildings constructed in the Community.

(g) "ARC," which is an acronym for "architectural review committee," will mean and refer to the board or committee established pursuant to this Declaration to approve exterior and structural improvements, the siting thereof, and the additions, and changes within the Community, and its successor or the assign of the architectural review and approval authority of this Declaration. In exercising any right or easement granted or

reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized members, officers, agents, employees and contractors.

(h) "Articles of Incorporation" will mean and refer to the Articles of Incorporation of the Association, as amended from time to time, filed in the Office of the Secretary of State of the State of South Carolina in accordance with the South Carolina Nonprofit Corporation Act.

(i) "Assessment" will mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(j) "Association" means the nonprofit corporation defined in the first paragraph of this Declaration, its successors and assigns. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(k) "Authorized Residential Density" will mean and refer to the number of Apartment Buildings planned for any Parcel as shown on the Master Plan multiplied times the number of Apartments in each Apartment Building as shown on the Master Plan multiplied times 4, which is the number of bedrooms planned for each Apartment in accordance with the Master Plan.

(l) "Board of Directors" or "Board" will mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(m) "By-Laws of the Association" or "By-Laws" will mean and refer to those By-Laws of the Association attached hereto as Exhibit "B", which govern the administration and operation of the Association, as the same may be amended from time to time.

(n) "Certificate of Occupancy" will mean and refer to the certificate of occupancy or comparable governmental permit which is issued by the applicable governmental authority having jurisdiction over the occupancy of dwelling units within the Community.

(o) "Common Area(s)" will mean and refer to any and all real and personal property now or hereafter deeded or leased to, or which is the subject of a use agreement with, the Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas. The Common Areas will include the Association's Amenities, "Open Space" and "Roadways" shown on the Development Survey, as well as all drainage easements, entry walls, entry areas and features, entry lighting and signage. Until turned over to and accepted by public authority for ownership and maintenance. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use of enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective tenants, guests, and invitees.

(p) "Common Expenses" will mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration for the maintenance, repair and management of the Common Areas, and for the maintenance, repair and management of other property for which the Association has a "Common Responsibility."

(q) "Common Responsibility" will mean and refer to the Association's duties and responsibilities, if any, for insuring, maintaining, repairing, replacing and managing portions of the Community Property not otherwise designated a Common Area over which the Association has an easement or which is the

subject matter of a use or license agreement with the Association, or, which, pursuant to a written agreement, the Association is obligated to undertake activities for the benefit of the Association and/or Owners.

(r) "Community" will mean the HighPointe of Clemson Master Community created by virtue of this Declaration and generally refers to the multi-family residential community located on the Community Property. Unless the context otherwise requires, all references to the Community shall include references to the Community Property and such terms may be used interchangeably to refer to the Community Property.

(s) "Community Property" will mean and refer to the real property subject to the Master Deed, the real property conveyed to the Association by the Regime and the additional real property described on Exhibit A attached hereto, as well as all additional real property added to the Community subjecting the same to this Declaration in accordance with Section 2.2 below, but excluding any real property removed from the Community in accordance with Section 2.3 below.

(t) "CPI-U" will mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

(u) "Declarant" will mean and refer to High Pointe, LLC, or any successor-in-title to the entire interest of such person with respect to the Community Property at the time of such transfer to said successor-in-title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(v) "Declarant Control Period" means the time period commencing on the date this Declaration is filed Of Record and ending on the earlier of:

1. The date December 31, 2019; or
2. The date which is three (3) months after the Certificates of Occupancy have been issued representing ninety-five percent (95%) of the Total Planned Apartment Buildings for the Community; or
3. The date which is three (3) months following the date the Declarant terminates the Declarant Control Period by an express, recorded amendment to this Declaration.

(w) "Declaration" will mean and refer to this Declaration of Covenants, Conditions, and Restrictions for the HighPointe of Clemson Master Community, as amended, from time to time, by any Supplemental Declaration filed Of Record.

(x) "Deficit Funding Period" will mean and refer to that period of time commencing with the date this Declaration is filed Of Record and ending upon the sooner to occur of the following: (i) the date which is sixty (60) days following the date upon which fifty percent (50%) of the Total Planned Apartment Buildings for the Community have been improved and have become certified for occupancy by the applicable governmental authority, or (ii) five (5) years from the date hereof.

(y) "Development Survey" will initially mean and refer to, collectively, those certain plats further described in Exhibit "A" hereto and made a part hereof by this reference, and all modifications, revisions and additions thereto. Further, "Development Survey" will mean and refer to any subdivision plat of the

Community Property filed Of Record in furtherance of the development scheme for the HighPointe of Clemson Community, as it exists from time to time.

(z) "Institutional Mortgage" will mean and refer to a Mortgage, which term is deemed to include a deed of trust, held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental insurer or purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

(aa) "Limited Common Expenses" will mean and refer to Common Expenses of the Association attributable to Limited Common Areas for the exclusive use and benefit of some but not all Owners of Parcels and incurred by the Association pursuant to the terms and conditions hereof. Limited Common Expenses attributable to a Limited Common Area will be payable prorata by the Owners with exclusive use and benefit thereof as a Specific Assessment.

(bb) "Master Plan" will mean and refer to the Master Plan for the Community set forth in Exhibit B attached hereto, as the same may be amended from time to time by the Declarant; provided, however, that after the Declarant Control Period, the Master Plan shall only be amended with the approval of the ARC.

(cc) "Member" will mean and refer to an Owner with appurtenant membership in the Association as defined in Section 6.1.

(dd) "Mortgage" will mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Unit.

(ee) "Mortgagee" will mean and refer to the holder of a Mortgage, its successor and assign.

(ff) "Occupant" will mean and refer to any person, including, without limitation, any Owner, occupying or otherwise using a Parcel within the Community, and their respective families, servants, agents, guests, and invitees.

(gg) "Of Record" will mean and refer to the place of filing a writing in the applicable public records, currently being the office of the Register of Deeds for Oconee County ("ROD"), as will give legal notice to the world of the matters set forth in the writing so filed.

(hh) "Owner" will mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Parcel, its respective heirs, executors, legal representatives, successors, and assigns, excluding, however, those persons having such an interest under a Mortgage. In the event that there is filed Of Record any installment land sales contract covering any such real property, the Owner thereof will be deemed to be the purchaser under the installment sales contract and not the fee simple titleholder. An installment land sales contract will be an instrument whereby the purchaser is required to make payment for such property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such property until all such payments are made, although the purchaser is given use thereof.

(ii) "Parcel" will mean and refer to each individual parcel, tract or lot of land which has been subdivided within the Community Property other than the Common Areas, as such subdivision may occur on an ongoing basis from time to time by owners of Parcels. Unless the context otherwise requires, all owners of individual condominium units within any Apartment Building shall be deemed to be Owners of Parcels, subject to the provisions of Section 2.5 below.

(jj) "Parcel Assessment Units" will mean and refer to the sum of the Authorized Residential Density for any Parcel plus the Actual Residential Density of the Parcel at the time the Parcel Assessment Units are required to be established for purposes of calculating any Assessments.

(kk) "Parking Lot Lanes" will mean the areas of all parking lots on any Parcel providing access to vehicular parking spaces and utilized primarily to go through the subject parking lot, as well as into and out of parking spaces as shown on the Master Plan.

(ll) "Referendum" will mean and refer to the vote of Members by mailed ballots on certain actions submitted to the Members by the Board of Directors, as more particularly set forth herein and in the Bylaws.

(mm) "Roadways" means the main roadway leading to the Amenities and Parcels and all additional roadways providing access to Owners, their tenants, guests and invitees, all of which will become part of the Common Areas; provided, however, that the Parking Lot Lanes shall not be eligible to become Roadways by deeding the same to the Association as portions of the Common Areas.

(nn) "Storm Water Management System" means the system which is designed, constructed, and implemented for the Project to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted or required pursuant to the applicable requirements of the applicable governmental authorities. Such system shall include the ponds, drainage easements and storm water piping systems, drains, catch basins and other related apparatus and facilities intended to provide storm water management and control for the Project.

(oo) "Supplemental Declaration" will mean and refer to any amendment to this Declaration filed Of Record, which makes any changes hereto.

(pp) "Total Parcel Assessment Units" will mean and refer to the aggregate amount of all Parcel Assessment Units for all Parcels contained in the Community.

(qq) "Total Planned Apartment Buildings" will mean and refer to the total number of Apartment Buildings planned for the Community Property which is currently planned to be fifty-six (56) Apartment Buildings. Unless real property is added to or removed from the Community Property which alters the number of Apartment Units anticipated to be developed in the Community, there shall be fifty-six (56) Total Planned Apartment Buildings in the Community. Upon any such addition or removal of real property, the total number of Apartment Units shall be approximately amended in the instrument filed Of Record resulting in such addition or removal.

To the extent the foregoing terms are otherwise defined in this Declaration, the foregoing definitions shall supplement such definitions.

ARTICLE 2.

THE GENERAL PLAN FOR THE COMMUNITY

2.1 Plan of Development of the Community Property.

Declarant's development plan is to cause the construction of the Apartment Buildings in the Community in accordance with the Master Plan.

The Community Property will also include Common Areas, including the Amenities, Roadways, utility systems, drainage systems, and other improvements serving the Community Property and as are, from time to time, denominated as such in this Declaration or by the Declarant on the Development Survey or in any deed, lease, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and which are installed and existing. All Parcels within the Community will be and are hereby restricted exclusively to multi-family residential use and will be subject to the standards and restrictions set forth in this Declaration. Without the consent of any person, the Declarant will have the right, but not the obligation, during the Declarant Control Period, to make improvements and changes to all Common Areas, including the Amenities, and to all such properties owned by the Declarant, including, without limitation, (A) installation and maintenance of any improvements, (B) changes in the location of the boundaries of any such properties owned by the Declarant, and (C) installation and maintenance of any water, sewer, and other utility systems and facilities.

(a) Amenities.

Declarant's development plan for the Community Property includes creating a plan for the operation of the Amenities that have been conveyed to the Association by the Regime, as well as additional Amenities in the discretion of the Declarant. All Amenities conveyed to the Association shall be transferred free and clear of all monetary liens and encumbrances.

2.2 Additions to Community Property.

Other property may become subject to this Declaration in the following manner:

(a) Additions by Declarant.

During the Declarant Control Period, the Declarant shall have the right, without further consent of the Association or any Owner to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of the real property contiguous or nearly contiguous to the Community Property whether or not owned by the Declarant. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing Of Record a Supplemental Declaration and Development Survey with respect to the land to be added hereto and which shall extend the operation and effect of the covenants and restrictions of this Declaration thereto, and which, upon filing Of Record of a Supplemental Declaration, shall constitute a part of the Community Property. This right may be exercised by any party who has been assigned Declarant's rights hereunder.

(i) Complementary Covenants.

The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant to reflect the different character, if any, of the land added hereto, and as are not materially inconsistent with, this Declaration.

(ii) Additions by Filing Supplemental Declaration.

The option reserved under this Section 2.2(a) may be exercised by the Declarant only by the execution of a Supplemental Declaration filed Of Record and the filing Of Record of a Development Survey showing the land being added or such portion or portions thereof as are being added to the Community by such amendment, as well as the Parcels and Common Areas therein. Any such Supplemental Declaration shall expressly submit the added land to all or specific provisions of this Declaration, as may be provided therein, and such other covenants, restrictions, conditions and easements as the Declarant, in its sole discretion, shall determine.

(b) Additions of Other Properties.

Any owner of property (other than the Declarant) adjacent to the Community Property may apply to the Declarant (or to the Board of Directors of the Association following expiration of the Declarant Control Period) to have said property made subject hereto and deemed to be Additional Property. Upon approval of the Declarant, if required, or by a majority of the Board of Directors of the Association following expiration of the Declarant Control Period, the owner of such Additional Property and the Declarant (or the President or Vice-President of the Association following expiration of the Declarant Control Period and approval by the Board) will execute a Supplemental Declaration subjecting said Additional Property to the terms and condition hereof and to such other terms and conditions as are required by the Declarant (or a majority of the Board of Directors of the Association following expiration of the Declarant Control Period), in the exercise of its or their sole discretion, as a condition of such approval. Upon the Supplemental Declaration being filed Of Record, the Additional Property described therein shall thereafter be deemed as part of the Community Property.

(c) Additions by Merger.

Upon merger or consolidation of the Association with another association, following approval by two-thirds (b) of the votes of the Members pursuant to a Referendum therefor or upon approval by two-thirds ($\frac{2}{3}$) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation will effect any revocation, change, or addition to the covenants established by this Declaration within the Community Property. Lands which become subject to this Declaration under the provisions of this Section 2.3(c) may in the future be referred to as a part of the Community Property. During the Declarant Control period, the addition of property by merger in accordance with this Section 2.2(c) shall require the written consent of the Declarant, as well as the vote of the members provided herein.

2.3 Conveyances of Common Areas.

All Roadways and areas designated as open space or sites for Amenities that require a conveyance to vest in the Association ownership and use thereof, will be deeded or an easement will be granted with respect thereto by the Declarant within two (2) years after the Declarant has completed improvements thereon. Upon any such conveyance or grant of easement, if such is required, or upon completion of any improvements thereon or thereto by the Declarant, if earlier, the Association will immediately become responsible for all maintenance, repair and replacements therefor, the operation thereof and such additional construction of improvements as may be authorized by the Board of Directors. For purposes of measuring the foregoing two (2) - year period, any improvements will be deemed completed the later of the date all required certificates or permits of occupancy or use are issued therefor, or the date such improvements may be used in the manner and for the purposes for which they are constructed. It is the purpose of this provision to provide that the Association will be

responsible for all maintenance of Common Areas when improvements thereto have been completed, notwithstanding the fact that the Declarant is not obligated to deed or grant an easement for such properties until two (2) years after improvements have been completed thereon. Any such conveyance by the Declarant will be conveyed free of liens and subject only to:

- (a) Matters of record or otherwise that do not unreasonably interfere with use of the subject real estate for its intended purposes;
- (b) The right of access of the Declarant, its successors and assigns, over and across such property; and
- (c) The right of both the Declarant, during the Declarant Control Period, or the Association, after expiration of the Declarant Control Period, and the ARC to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Areas prior to the commencement of such activities or location of any object therein;
- (d) All utilities and drainage easements; and
- (e) All of the Declarant's reserved rights set forth in this Declaration.

Notwithstanding anything in the foregoing to the contrary, the Declarant will not be required to so convey the Common Areas where such conveyance would be prohibited under agreements to which the Declarant is a party on the date of establishment of such Common Areas, but, in such case, the Declarant will be allowed to postpone such conveyance, without a penalty, until such time as said prohibition terminates, is released or is nullified.

In consideration of the benefits accruing to the Association and to the Members under this Declaration and in consideration of the covenants and agreements of the Declarant hereunder, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance Of Record to the Association, title or such other interest in property conveyed will vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association.

Anything contained herein to the contrary notwithstanding, the Declarant may, but shall not be obligated, to delay the conveyance, lease, or use or license agreement with respect to any of the Common Area until, but not later than, the expiration of the Declarant Control Period, if the Declarant determines that the Association will achieve economies of scale with respect to the costs and expenses of maintaining and operating the said Common Area, including the insuring thereof, by the Declarant continuing to carry ownership thereof on its books and back charging the Association for such costs and expenses commencing the date upon which the improvements necessary for use for the Common Area's intended purpose shall be completed.

2.4 Owner's Interest Subject to Plan of Development.

Every Owner and every Mortgagee and lienholder of an interest therein, will take title, or hold such security interest, with respect to any portion of the Community Property.

2.5 Condominium Special Provisions.

Anything to the contrary contained in this Declaration notwithstanding, even though the owners of individual condominium units are treated as Owners of Parcels for purposes of this Declaration, the following

provisions shall be controlling as to the status of the owners of individual condominium units constituting Apartments:

(a) While Assessments will be made against each horizontal property regime which owns a Parcel and it shall be the responsibility of said regimes to collect and pay such Assessments as part of the common expenses of each horizontal property regime.

(b) In the event of any action of the owner of any condominium unit results in liability to the Association, the Association shall pursue only the individual condominium unit owned by the responsible party and shall not otherwise seek recovery from the applicable horizontal property regime.

(c) Each horizontal property regime shall vote as if it were the owner of the Parcel in accordance with the number of Parcel Assessment Units attributable to the subject horizontal property regime, which vote shall be made at the direction of the Board of Directors of the owners association unless otherwise specified in the applicable master deed for the subject horizontal property regime.

ARTICLE 3.

ARCHITECTURE GUIDELINES: APPROVAL

3.1 Purpose.

In order to establish and preserve a harmonious and aesthetically pleasing appearance for the Community, and to protect and promote the value of the Community, all improvements located on the Community Property or any real property intended to be added to the Community Property or thereon, including landscaping, grading, excavation, or filling of any nature whatsoever, outside lighting, driveways, mail boxes, decks, patios, courtyards, or other improvements of any nature will be subject to the prior review and approval of the ARC and in accordance with design and development guidelines, as well as the form of application and review procedures therefor (the "Design Guidelines") for such improvements or construction or development work which is adopted, from time to time, by the ARC, and no such improvements of any nature whatsoever will be altered or added to, or maintained upon any part of the Community, except in accordance with such guidelines and approval of the ARC. No site work will be undertaken upon a Site (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) nor any structures placed, erected, or installed upon any Site or adjacent to any Site where the purpose of the structure is to service the Site, except in accordance with this Article 3 and upon approval as herein provided unless specifically exempted from the application and approval requirements hereof by specific terms and conditions hereof pursuant to this Declaration.

The application of this Article 3 shall be subject to the following:

(a) Irrespective of the foregoing, to the extent additional improvements are constructed in accordance with plans and specifications substantially equivalent to those for the Apartment Buildings within the Regime in terms of general design colors, exterior elevation, exterior materials, landscaping, walkways, parking and other features (although the individual Apartments may not have the same number of bedrooms), such plans and specifications shall be deemed approved upon submission to the ARC and no additional ARC approval shall be required.

(b) The ARC shall take into consideration the general appearance of the buildings in the Regime and establish Design Guidelines which are reasonably compatible with those structures that currently exist, as well as administer this Article 3 with due consideration for the nature of the Community as one which is intended to primarily serve as student housing in approving plans and specifications.

(c) The site plan for each Parcel and the plans and specifications shall take into consideration the parking requirements for each Apartment Building and assure adequate vehicular parking for all Occupants of each Apartment Building, as well as create Parking Lot Lanes that permit vehicular traffic between Roadways and Parcels through all parking lots located on each Parcel.

3.2 Architectural Review Committee.

The Architectural Review Committee ("ARC") shall be the governing body charged with using reasonable efforts to promote and ensure a level of design, quality, harmony and conformity throughout the Community consistent with this Declaration to administer the architectural and aesthetic approval process for the Community. Until such time as Declarant no longer owns any property held for development into Apartment Buildings or upon the earlier written relinquishment by the Declarant, the Declarant shall constitute the ARC, and may approve plans and submissions or take other actions on behalf of the ARC in the Declarant's own name or in the name of the ARC. After the termination of the Declarant's right to function alone as the ARC, the ARC under this Declaration will consist of not more than five (5) nor less than three (3) members, who need not be Owners, appointed by the Board. The terms of office for each member and other matters of governance to be applicable to the ARC, will be established by the Board prior to the time any review and approval process hereunder would otherwise have to take place by the ARC to be established by the Board. Notwithstanding the foregoing to the contrary, any member appointed to the ARC by the Board following assignment of the whole or any portion of ARC functions pursuant to Section 5.2(a) below is subject to the prior approval of the Declarant until the Declarant no longer owns any portion of the Community Property or the earlier written relinquishment by the Declarant of its authority and power to do so. The ARC is responsible for administering the Design Guidelines, adopted and amended from time to time as hereinafter provided, and for the review and approval process conducted in accordance with the Design Guidelines. The ARC 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 ARC in performing its functions set forth herein. The ARC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committees in having any application reviewed by architects, engineers or other professionals.

(a) Right to Assign ARC Functions.

The Declarant reserves the right to assign to the Association in its sole discretion at any time during the Declarant Control Period, the whole or any portion of its rights reserved in this Declaration which are exercisable by it sitting as the ARC. The Declarant may establish ARC subcommittees for the purpose of acting on behalf of the ARC with respect to similar circumstances, situations, or types of improvements, such as a swimming pool subcommittee or a subcommittee which would deal with modifications of existing improvements or additional new improvements ancillary to an existing Apartment Building, in contrast to the construction of initial improvements upon a previously unimproved land. All rights and powers of the ARC may be delegated to such subcommittee with regard to the subject matter of the subcommittee. The rights and powers of the ARC may be assigned to a management company, an architect, design professional or other entity, or any portion of such rights and powers applicable to a particular subcommittee or area of similar circumstance. The Association does hereby agree to accept any such assignment of rights without the necessity of any further action by it. Upon the expiration of three (3) years following the termination of the Declarant Control Period or the earlier written relinquishment by the Declarant of its rights hereunder, any then remaining rights are deemed assigned to the Association, which will succeed to all the rights of the Declarant over the ARC then remaining unassigned without further action on the part of either the Declarant or the Association.

(b) Liability of ARC Members.

No member of the ARC, or any assignee of rights hereunder, will be liable to any Parcel Owner for any decision, action or omission made or performed by the ARC member in the course of his duties unless the member acted in bad faith or in reckless disregard of the rights of any person or of the terms of this Declaration.

(c) Indemnification.

Until all the ARC functions are assigned, the Declarant will, to the full extent permitted by law, indemnify all persons designated from time to time by the Declarant to serve as members of the ARC exercising unassigned rights hereunder from and against any liability, including attorney fees, as may be incurred by the members contrary to the provisions of this Section 3.2(c). Following any such assignment by the Declarant, members of the ARC or successor board exercising rights so assigned are indemnified by the Association, to which the exercised right was assigned.

3.3 Design Guidelines.

The Declarant will prepare the Design Guidelines, which will apply to all development and construction activities within the Community, except those development and construction activities of the Declarant and the Declarant's contractors and sub-contractors which shall not be subject to ARC review or the Design Guidelines. The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which may vary according to location, unique characteristics, and intended use. During the Declarant Control Period, the Declarant may amend, modify, supplement and add to the Design Guidelines; and after the Declarant Control Period, such changes may be made solely by the Board of Directors, with the advice of the ARC.

(a) Interior Improvements.

Generally speaking, the Design Guidelines will not cover interior improvements, which will, generally, not be subject to review and approval by the ARC, unless the review and approval may otherwise be required because the interior improvements are made within an area plainly within view of adjacent properties.

(b) Drainage.

The Design Guidelines may provide that, in connection with the ARC's approval and to prevent excessive drainage or surface water runoff, the ARC may have the right to establish a maximum percentage of property which may be covered by buildings, structures, or other improvements, which guidelines may be promulgated on the basis of topography, percolation rates of the soil, soil types and conditions, vegetation cover, and other environmental factors, or to impose guidelines for the installation of storm water management facilities deemed appropriate to limit or control runoff.

(c) Other Guidelines.

The Community's Design Guidelines may, in the sole discretion of the Declarant, and, following the Declarant Control Period, the ARC may also provide applicable guidelines (i) prohibiting or restricting the erection and use of temporary structures; (ii) setting permissible times of construction and requirements concerning construction debris; (iii) covering the allowance of and, where allowed, the content, size, style and placement location for, signage; (iv) requiring or encouraging visually screened service yards; (v) establishing exterior lighting design and location criteria; (vi) prohibiting or limiting installation and use of wells; (vii) and setting conditions for property subdivision or consolidation, and for subjecting the Community Property to further covenants, conditions, restrictions and easements; provided, however, the Declarant's activities may be excepted or exempted from any and all such guidelines. The within listing of possible guidelines is not an

exhaustive listing and is intended merely to provide an example of the diversity of guidelines as may be incorporated in the Design Guidelines, and will not act as a limitation upon guidelines and guidelines as may or may not be implemented.

(d) Guidance; Final Authority of ARC.

The Design Guidelines are intended to provide guidance, and will not be the exclusive basis for decisions of the ARC, and compliance with the Design Guidelines may not guarantee approval of any application. The ARC will have the sole discretion to determine whether plans and specifications submitted for approvals are acceptable to it, and the refusal of approval of any plans and specifications may be based by the ARC upon any ground which is consistent with the objects and purposes of this Declaration, as may be supplemented by the Design Guidelines, including purely aesthetic considerations, so long as such grounds are not unreasonable, arbitrary, or capricious. Any Owner that is not satisfied with the determination of the ARC shall have the right to appeal the ARC's determination to the Board of Directors, provided a notice of such appeal is given by the Owner to the ARC and the Board of Director's within twenty (20) days following the ARC's determination. The appeal procedure shall be in accordance with such as shall be provided by the Board of Directors or as shall be stipulated in the Design Guidelines.

(e) Inspections and Permit and Certificate Issuance.

The Design Guidelines may also provide procedures for ARC inspection of work, for the issuance of a permit to commence work and for the issuance of a certificate following completion thereof, in addition to any such permits and certificates as may be issued by governmental authority with jurisdiction thereof, which may constitute conditions precedent to use or occupancy.

(f) Fees and Charges.

In addition to application fees and charges, the Design Guidelines may provide a schedule of fees, charges, required damage or other deposits, fines for noncompliance, and other amounts due and payable by an Owner as part of the application, review and approval processes, which schedule the ARC may increase, modify and amend at any time. All fees, charges and fines provided herein will constitute Specific Assessments and a lien upon the Parcel to which the fees and charges relate.

3.4 ARC Landscaping Approval.

To preserve the architectural and aesthetic appearance of the Community, no landscaping, grading, excavation, or filling of any nature whatsoever, and no construction of improvements of any nature whatsoever, will be commenced or maintained by the Association or any Owner, other than the Declarant, on any portion of the Community, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenities and recreational facilities, walls, fences, or exterior lights, nor will any building construction, exterior addition, change or alteration, be made (including, without limitation, painting or staining of any exterior surface), unless and until application is made to the ARC pursuant to the Design Guidelines and the plans and specifications therefor are approved by the ARC.

3.5 Approval Not a Guarantee.

No approval of plans and specifications and no publication of Design Guidelines and architectural guidelines thereunder will be construed as representing or implying that the plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and guidelines will in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, nor the Association, nor the ARC is responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article 3, or any defects in construction undertaken pursuant to the plans and specifications.

3.6 Enforcement.

There is specifically reserved unto the ARC the right of entry and inspection upon any portion of the Community Property for the purpose of determining whether there exists any unapproved improvement or whether any improvement violates the terms of any approval by the ARC or the terms of this Declaration. Except in emergencies, any exercise of the right of entry and inspection by the ARC hereunder should be made only upon reasonable notice given to the Owner at least twenty-four (24) hours in advance of such entry. The Association, acting pursuant to the direction of the ARC, is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any improvement, or to remove any unapproved improvements, the prevailing party in such litigation shall be entitled to recover all legal fees and costs incurred in connection therewith.

ARTICLE 4.

USE RESTRICTIONS

4.1 Building Restrictions.

Except as may be otherwise set forth in this Declaration, in the Design Guidelines adopted hereunder, in the Development Survey, in any Supplemental Declaration, in any agreement with the Declarant, or by specific deed restriction, the following building restrictions will apply with respect to the properties subject to this Declaration:

(a) Completion of Improvements.

The exterior of all structures constructed upon any unimproved land must be completed within eighteen (18) months after the construction of same shall have commenced, or such shorter period of time as shall be determined by the ARC to be suitable given the scope and complexity of the work to be performed; provided, however, a longer period of time may be granted, in the ARC's sole discretion, where completion is impossible or would result in great hardship to the Owner or builder thereof due to strikes, fires, national emergencies or natural calamities. No structure under initial construction shall be occupied until construction is completed and all necessary approvals of any governmental authorities have been obtained.

(b) Other Requirement of Residences.

In addition, all residential structures constructed on an unimproved Parcel will be designed and constructed in compliance with the requirements of such political subdivision with jurisdiction thereof.

4.2 Use of Parcels.

Except as permitted by Section 4.18, each Parcel will be used for multi-family residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of any Apartment as an office by an Owner or Occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided that in no event will any Parcel be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written approval of the Declarant during the Declarant Control Period, and thereafter by the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the showing of any Apartment for sales or lease purposes; and nothing herein shall be construed to prevent the Declarant or its permittees from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operations, sales and leasing activities in the Community. Lease or rental of any Apartment for residential purposes will also not be

considered to be a violation of this covenant so long as the lease is in compliance with rules and regulations as may be promulgated and published from time to time by the Declarant and/or the Board of Directors after the Declarant Control Period. All leases or rental agreements will be in writing and will be for a duration of one (1) month or more. Upon request, the Owner will provide the Declarant and Board of Directors with copies of such lease or rental agreement. Any Occupant will in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

(a) Time Sharing and Vacation Multiple Ownership Plans.

No part of the Community Property, including any improvements thereon or to be built thereon, will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by an Owner, or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations any Apartment and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan or which utilizes any Apartment as accommodations for time share sale prospects of any Person, without the prior written consent of the Declarant, which it may grant or deny in whole, or may grant to some and deny to others, in its sole discretion.

4.3 Antennas.

No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Community, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Community.

4.4 Water Wells.

Except for the Association's use in connection with operation and maintenance of the Commons Areas, no private water well may be drilled, installed or maintained on any of the Community Property for irrigation. The ARC may, however, authorize shallow wells for closed-end, geo-thermal residential systems. Furthermore, except for the Declarant and the Association, no Owner shall draw water from the ponds for any purpose whatsoever.

4.5 Clotheslines.

No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining Parcel or the Common Areas.

4.6 Propane Gas Tanks.

Any propane gas tanks shall be buried underground on a Parcel and the lid shielded from the view from any road by plantings or other means approved by the ARC.

4.7 Firearms and Fireworks.

No firearms or fireworks of any variety shall be discharged upon or within any Parcel or upon any Common Area. The term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns. Notwithstanding the foregoing, the Board of Directors may, if allowed by law, contract for a professionally conducted fireworks display.

4.8 Exclusion of Above Ground Utilities.

All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Community. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

4.9 Signs.

Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window or on the exterior of any improvements or on any unimproved portion of the Community Property, except in accordance with the Rules and Regulations. The approval of any signs and posters, including, without limitation, name and address signs, not authorized by the Rules and Regulations shall be upon such conditions as may be from time to time determined by the ARC, but such approval shall not unreasonably be withheld. Notwithstanding the foregoing, the restrictions of this Section 4.9 shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with architectural design standards adopted therefor by the ARC and approved by governmental authority with jurisdiction thereof.

4.10 Animals and Pets.

(a) No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Community, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Apartments provided that:

(i) the following types of dogs (whether pure bred or mix breed) are prohibited from being kept upon the Community Property: those known as Pit Bulls (American Staffordshire Terriers, American Pit Bull Terriers or Staffordshire Bull Terriers), Rottweilers, Doberman Pinschers, Chows, Presa Canarios, German Shepherds, wolf hybrids and any dog trained to attack persons, property or other animals or dogs trained to guard persons or property, and are deemed not to be normal household pets;

(ii) the Board of Directors may prohibit the keeping of any dog with a prior history of causing bodily injury established through insurance claims records, or through the records of local public safety, law enforcement or other similar regulatory agency;

(iii) the Board of Directors may, in its sole discretion, establish by rule that dogs of other breed are potential hazards to the Regime and its occupants, and may not be kept upon the Community Property;

(iv) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is customary for that breed of pet;

(v) the Board of Directors may require that an Owner execute a written indemnification and hold harmless agreement in favor of the Regime and the Regime's management company, in form and content satisfactory to counsel for the Board, prior to bringing the Owner's pet upon the Community Property;

(vi) permitted pets shall not be kept, bred or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners and lessees of Owners, their families, invitees and guests;

(vii) the Board may establish reasonable rules to limit the number of such allowed pets. Pets shall be kept on a leash at all times when outside of an Apartment, and shall be under personal control when outside an Apartment, on the Common Areas, patios, balconies, etc; and the Owner shall clean up after his or her pet;

(viii) the Board shall have the right at any time and in its sole and absolute discretion to require the Owner of a particular pet to remove such pet from the Regime if such pet is determined by the Board to be a nuisance or to be in violation of these restrictions; and

(ix) the Board shall have the power to levy fines for violation of these pet restrictions or of any additional rule or regulation adopted by the Board therefor, and any such fine or the cost of the Association to repair any damages to Common Area caused by a pet shall be assessed against the Owner and Parcel as a specific Assessment..

(b) If, for any reason whatsoever, the Association needs to detain, incarcerate, capture, or tranquilize any animal or animals which may roam free, and it is found that said animals are the property of an Owner, then all fees necessary to cover such detainment, incarceration, capture, or tranquilization shall be levied against the Owner of said animal.

(c) Notwithstanding the use of the word, "Owner" hereunder, the terms and provisions hereof shall extend to an Owner's family members, guests, tenants, lessees, and the Owner shall be fully responsible hereunder for the pets thereof on the same basis as the Owner would for its owned pets.

4.11 Drainage.

No Owner shall channel or direct drainage water onto a neighboring Parcel or Common Area except in accordance with a drainage plan approved by the Declarant. No Owner shall make any change to or modification of the originally established grades, swales and slopes of his or her Parcel in any way that changes or impedes the originally established flow of storm water drainage.

4.12 Artificial Vegetation, Exterior Sculpture and Similar Items.

No artificial vegetation shall be permitted on the exterior of any portion of the Subdivision. Exterior sculpture, fountains, flags, and similar items are subject to the Declarant's or the ARC's prior approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag.

4.13 Nuisances.

No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of the Community, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Community, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Community. Noxious or offensive activities will not be carried on in any part of the Community and the Association and each Owner and Occupant will refrain from any act or use which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Community or which could result in a cancellation of any insurance for any portion of the Community, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior

speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within the Community, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Board of Directors. Any Owner or Occupant who dumps or places any trash or debris upon any portion of the Community will be liable to the Association for the actual costs of removal thereof plus an administrative fee of \$100.00, or such other sum set therefor by the Board as a recoupment of administrative costs in administering the cleanup and notices to the Owner and Occupant, and such sum will be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property is subject.

4.14 Motor Vehicles, Trailers, Boats, Etc.

Each Owner will provide for parking of automobiles off the Roadways within the Community. There will be no outside storage or parking upon any portion of the Community of any vehicle with signage or lettering advertising a business, mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks without signage or lettering advertising a business), or commercial vehicles of any type. Motorcycles and trucks above standard sizes will be permitted only in accordance with the Rules and Regulations. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit or write specific restrictions to other vehicles, upon any portion of the Community if in the opinion of the Board of Directors such prohibition or restriction will be in the best interests of the Community. Such policies may change from time to time with changing technology. No Owners or other Occupants of any portion of the Community will repair or restore any vehicle of any kind upon or within a Parcel or Common Areas except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

4.15 Mining and Drilling.

No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Community, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises.

4.16 Garbage Disposal.

Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the Declarant, or a roll-out garbage rack of the type approved by the Declarant, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any Parcel or within the Community shall be permitted (except licensed contractors may burn construction debris if, and only if, permitted to do so by the ARC, but only during the period of construction of improvements on a Parcel); provided, however, the Declarant shall be permitted to modify the requirements of this Section 4.16 where necessary to comply with orders of governmental bodies.

4.17 Owner's Landscape Maintenance between Parcel Line and Adjacent Paving.

Each Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the right-of-way roadside or sidewalk, or located between the paving and sidewalk, bordering an Owner's Parcel, whether or not such area is a part of the Owner's Parcel. Each Owner will perform such maintenance within the unpaved area of right-of-way immediately adjacent to a Parcel's lot line, and will be of such quality of maintenance as is required to maintain a Community consistency in appearance and cleanliness. An Owner's responsibility under this Section 4.17 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Parcel or whether or not the Owner permanently resides in the Community.

4.18 Development, Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, the Declarant and its agents, employees, successors, and assigns, including any builder to which the Declarant assigns the rights hereunder and as may be further restricted by the Declarant under any such assignment, are permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of the whole or any portion of the Community Property, including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Declarant's rights under this Section 4.18 are subject to the Declarant's prior written approval. The rights under this Section 4.18 to maintain and carry on such facilities and activities will include specifically the right to use Apartments as models and as offices for the sale or lease of Apartments and for related activities.

4.19 Use of Trademark.

Each Owner and Occupant, by acceptance of a deed to Parcel hereby acknowledges that "HighPointe of Clemson" is a service mark and trademark. Each Owner and Occupant agrees to refrain from misappropriating or infringing these service marks or trademarks.

4.20 Owner Recording Additional Restrictions on Community Property.

No Owner may impose additional restrictive covenants on any Parcel beyond those contained in this Declaration without approval of the Declarant during the Declarant Control Period, and thereafter without consent of the Board of Directors. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Owner or the Association.

4.21 Assignment of Declarant's Rights to the Association.

The Declarant reserves the right to assign to the Association, at its sole discretion, its rights reserved in this Declaration, including all rights set forth in this Section 4.21. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action will be required by it.

4.22 Other Rights and Reservations.

THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.

ARTICLE 5.

PROPERTY RIGHTS

5.1 General Rights of Owners.

Each Parcel will for all purposes constitute real property which will 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. Each Owner will be entitled to the exclusive ownership and possession of his Parcel, subject to the provisions of this Declaration, including without limitation, the provisions of this Article 5. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services or for the provision of support to any Apartment lie partially within and partially outside of the designated boundaries of the subject Owner's Parcel, any portions thereof which serve only such Parcel will be deemed to be a part thereof, and any portions thereof which serve more than one such Parcel or any

portion of the Common Areas will be deemed to be a part of the Common Areas, and may be described in a Supplemental Declaration as a Limited Common Area. The ownership of each Parcel subject to this Declaration will include, and there will pass with each such Parcel as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, and the limitations applicable, which will include, but not be limited to, membership in the Association. Each Owner will automatically become a Member of the Association and will remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association will automatically pass to his successor-in-title to his or its property.

5.2 Owner's Easement of Enjoyment.

Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner and Occupant will have a nonexclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, including, but not limited to, easements of access, ingress and egress over and across all Roadways and Parking Lot Lanes, to the extent so entitled hereunder, such easement to be appurtenant to and to pass and run with title, subject to the rights, restrictions, reservations, covenants, easements and obligations reserved, granted or alienable in accordance with this Declaration, including, but not limited to:

(a) Right of Association to Borrow Money.

The right of the Board of Directors of the Association to borrow money (A) for the purpose of improving the Community, or any portion thereof, (B) for acquiring additional Common Areas, (C) for constructing, repairing, maintaining or improving any facilities located or to be located within the Community, or (D) for providing the services authorized herein, and, subject to the provisions of Section 10.2, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of the Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) Declarant's Reserved Rights and Easements.

The rights and easements specifically reserved to the Declarant in this Declaration.

(c) Association's Rights to Grant and Accept Easements.

The right of the Board of Directors of the Association to grant and accept easements as provided in Section 5.8 and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that any such dedication or transfer of the fee simple title must be approved by the Declarant during the Declarant Control Period and thereafter for so long as the Declarant owns any of the Community Property primarily for the purpose of development or sale.

(d) Association's Rights and Easements.

The rights and easements specifically reserved in this Declaration for the benefit of the Association, its directors, officers, agents, and employees.

(e) Declarant's Easements for Additional Property.

The Declarant's right to add Additional Property to this Declaration pursuant to Section 2.2(a) and the rights and easements reserved in Section 5.6(a) hereof for the benefit of the Additional Property so added to this Declaration.

5.3 Amenities.

(a) Access and Use of Amenities.

Subject to the terms and provisions of this Declaration and the rules, regulations, and Amenity Use Charges from time to time established by the Board of Directors, every Owner of a Parcel, shall be entitled to designate use rights to one individual Occupant for every bedroom in each Apartment from time to time; all of whom shall have a non-exclusive right, privilege, and easement of access to and the use and enjoyment of the Amenities by the Occupant and his or her spouse without the imposition of any Amenity Use Charge imposed solely for access and use, which access and use shall be covered under the Annual Assessments. An Amenity Use Charge may be imposed upon all users of the Amenities for purchased goods and services. Furthermore, an Amenity Use Charge may be imposed for access and use of the Amenities by guests of Occupants. Notwithstanding the foregoing to the contrary, the Board of Directors shall be entitled, but not obligated, to promulgate rules and regulations from time to time reasonably regulating access and use of the Amenities as required to afford all Occupants reasonable availability of the Amenities.

(b) Declarant's Access and Use.

In addition to the rights of Occupants with respect to the access to and use and enjoyment of Amenities, Declarant reserves the right, during the Declarant Control period, to from time to time designate individuals to have access to and use of the Amenities on a basis which is equal and equivalent to that which is enjoyed by Owners. Declarant shall designate such individuals by written notice to the Board of Directors, and all such designated individuals shall either be officers, directors, or employees of Declarant or any of its affiliates, or real estate brokers and sales agents who are selling or leasing Apartments within the Community. Spouses of such designated individuals shall have access to and use of the Amenities on an equal and equivalent basis as Occupant's spouses, and such designated individuals' guests shall have access to and use of the Amenities in accordance with such rules, regulations, and Amenity Use Charges as are from time to time established by the Board of Directors with respect to an Occupant's guests.

5.4 Access, Ingress and Egress; Roadways.

All Owners, by accepting title to Parcels, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Parcels and acknowledge and agree that such access, ingress, and egress will be limited to Roadways, Parking Lot Lanes if required for direct access to an Apartment Building or Parcel from a Roadway (and vice versa), sidewalks, walkways, and paths located within the Community from time to time, provided that pedestrian and vehicular access to and from all such Parcels will be provided at all times.

(a) Uniform Act Regulating Traffic.

In order to provide for safe and effective regulation of traffic, the Declarant reserves the right to file Of Record the appropriate consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the Roadways and Parking Lot Lanes within the Community. Moreover, the Declarant may promulgate from time to time additional parking and traffic regulations, which will supplement the above-mentioned State regulations as it relates to conduct on, over and about the Roadways and Parking Lot Lanes in the Community.

These supplemental regulations will initially include but will not be limited to those set out hereinafter and the Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to the Owners as of January 1 of the year in which such regulations are promulgated.

(b) Post Sign: Towing.

The Declarant, or the Association after title to any Roadways has passed to it from the Declarant, may post "no parking" signs along such Roadways within the Community where it, in its sole discretion, determines it to be appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and will be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicles will not be deemed a trespass or a violation of the Owners' property rights, because the Owner will be deemed to have consented to such action by accepting the right to use the private roads and streets within the Community.

5.5 Easements over Roadways.

(a) Public and Service Vehicles.

Police, fire, water, health and other authorized municipal officials, employees and their vehicles; paramedic, rescue and other emergency personnel and their vehicles and equipment; school bus and U.S. Postal Service delivery drivers and their vehicles; private delivery or courier service personnel and their vehicles; and persons providing garbage collection services within the Community and their vehicles and equipment will each have a perpetual, non-exclusive easement for access, ingress and egress over the roadways constituting a portion of the Common Areas, solely for the performance of their official duties.

5.6 Easements for Declarant.

During the period that the Declarant owns and holds for sale or lease any of the real property within the Community, the Declarant will have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing improvements in and to the applicable Parcel and for installing, maintaining, repairing and replacing other improvements to the Parcel contemplated by this Declaration or as the Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article 2, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event will Declarant have the obligation to do any of the foregoing.

(a) Declarant's Easements for Any Additional Property.

There is hereby reserved for the Declarant, and its successors, assigns, and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, when added to this Declaration pursuant to Section 2.2(a), and as a burden upon the then existing Community, perpetual, non-exclusive rights and easements for (A) pedestrian, vehicular, access, ingress, egress, parking over, across, within, and on all Roadways, sidewalks, trails, Parking Lot Lanes required for direct access from a Roadway to any Parcel (and vice versa), from time to time located within the Common Areas or within easements serving the Common Areas, (B) the installation, maintenance, repair, replacement, and use within the Common Areas, and those portions of properties encumbered pursuant to Section 5.9 for security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water sewer, and master television antenna and/or cable system lines, and (C) drainage and discharge of surface water onto and across the then existing Community, provided that such drainage and discharge shall not materially damage or affect the then existing Community or any improvements located thereon.

5.7 Changes in Boundaries; Additions to Common Areas.

(a) The Declarant expressly reserves the right to change and realign the boundaries of the Common Areas and any parcels of real estate between such adjacent properties owned by the Declarant, provided that any such change or realignment of boundaries will not materially decrease the acreage of the Common Areas and will be evidenced by a revision of or an addition to the Development Survey which will be filed Of Record.

(b) In addition to the Declarant's subdivision rights as set forth above, any Owner of a Parcel may subdivide the same in any manner deemed appropriate so long as such subdivision does not materially deviate from the Master Plan and no subdivision prevents ongoing development of Apartment Buildings as contemplated by the Master Plan unless, in each case, ARC approval is obtained to the deviation from the Master Plan, with such approval not to be unreasonably withheld. Each subdivision of the Community Property shall be shown on an appropriate subdivision plat which shall be submitted to the ARC for approval prior to being placed of record, provided, however, that the ARC shall not unreasonably withhold approval of any subdivision plat which complies with the foregoing requirements.

5.8 Fire Breaks.

During the Declarant Control Period, the Declarant, and thereafter, the Association, shall have a perpetual, alienable and releasable easement and right on and over and under any property to cut fire breaks and other activities which in the opinion of the holder are necessary or desirable to control fires in the Community. Entrance upon property pursuant to the provisions of this Section 5.8 will not be deemed a trespass.

5.9 Easements for Utilities.

There is hereby reserved for the benefit of the Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (A) all of the Common Areas in accordance with this Declaration; (B) as shown on the Development Survey; (C) as required by applicable zoning ordinance; (D) as set forth in a Supplemental; or (E), in the absence of any of the foregoing, easements at least ten (10') feet in width, running across any Parcel as reasonably required upon written notice to such Owner to provide drainage or utility service to other areas of the Community; provided, however, that unless the easement is located within ten (10) feet of any boundary line of such Parcel, upon reasonable request of the Owner if relocation is needed for future development of this subject Parcel, the easement and underlying line or equipment shall be relocated at the expense of the Association. Such applicable easements shall be for the purposes of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted by the Declarant, its successors or assigns, or by the Board of Directors, provided, however, that during the Declarant Control Period and thereafter for as long as the Declarant owns any of the Community Property primarily for the purpose of development and sale, the Board of Directors must obtain the written approval of the Declarant prior to granting and accepting any such easements. To the extent practical, in the Declarant's sole discretion, all utility lines and facilities serving the Community and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (A) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (B) to cut and remove any trees, bushes, or shrubbery, (C) to grade, excavate, or fill, or (D) to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

5.10 Easement for Construction and Installation of Walks, Paths, and Signs.

There is hereby reserved for the benefit of the Declarant and the Association the alienable, transferable, and perpetual right and easement upon, over and across (a) all portions of the Common Areas in which improvements are not constructed or erected, and (b) all areas shown and noted on any Development Survey or described in any Supplemental Declaration for the installation maintenance, and use as recreational bike, pedestrian pathways or trails, as well as for traffic directional signs and related improvements. The trail system shall not interfere with or inhibit the residential purposes of the Development.

(a) Easement for Use of Any Installed Path System.

The Declarant reserves for itself and the Association, a nonexclusive, assignable, perpetual easement of ingress, egress, access and use over, across and upon any sidewalks and paths installed upon the Community for purposes of pedestrian and bicycle travel through the Community.

5.11 Easements for the Association.

There is hereby reserved a general right and easement for the benefit of the Association, and to any manager employed by the Association and any employees of such manager, to enter upon any Parcel, including Apartment Buildings, as required for the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner directly affected thereby.

5.12 General Maintenance Easement.

There is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement to enter upon any Parcel for the purpose of providing insect and reptile control, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements will not impose any duty or obligation upon the Declarant or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of a Parcel which is located within twenty (20') feet from the water's edge of a pond for the purpose of (A) mowing such area and keeping the same clear and free from unsightly growth and trash, (B) maintaining such bodies of water, such maintenance to include, without limitation, the maintenance of reasonable water quality standards, and (C) installing, constructing, repairing, replacing, and maintaining erosion control devices, provided that the foregoing reservation of easements will not be deemed to limit the responsibility therefor by Owners under Section 7.1 hereof. The costs thereof incurred as a result of the action or inaction of any Owner will be paid by such Owner, and until paid will be a continuing lien upon the Owner's Parcel.

5.13 Environmental Easement.

There is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of properties subject to this Declaration for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

5.14 Construction Setbacks.

Construction setbacks within the Development are measured by reference to front, rear and side yard easements shown and noted on the Development Survey or otherwise provided herein. Unless otherwise shown on the Development Survey, rear and front set backs for an Apartment Building shall be as set forth in the applicable zoning ordinance therefor.

5.15 Irrigation Wells and Pumps.

There is hereby reserved for the benefit of the Association, for the purpose of irrigating any portions of the Development, an alienable, transferable, and perpetual right and easement (a) to pump water from lagoons, ponds, and other bodies of water located within the Development, and (b) to drill, install, locate, maintain, and use wells and pumps within the Common Areas. Owners shall not install wells or draw water from any body of water within the Community.

5.16 Easements Deemed Granted and Reserved.

All conveyances of a Parcel hereunder, whether by the Declarant or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in this Declaration, including, but not limited to, those set forth in this Article 5.

ARTICLE 6.

MEMBERSHIP

6.1 Membership.

Every Owner, including the Declarant, of a Parcel will be a Member of the Association. Ownership of a Parcel will be the sole qualification for such membership. In the event that fee title to a Parcel is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

6.2 Assessment Obligations.

Except as otherwise specified in this Declaration or the Bylaws, every Owner will be subject to assessment with respect to each Parcel owned as provided in this Declaration and the Bylaws based upon the ratio which his Parcel Assessment Units bear to the Total Parcel Assessment Units. Parcel Assessment Units assigned to each Owner shall equal the Authorized Residential Density plus the Actual Residential Density. By way of example, if a Parcel has four Apartment Buildings shown on the Master Plan and two of the Apartment Buildings have been constructed and Certificates of Occupancy issued, assuming each Apartment Building is planned and actually has 12 four-bedroom Apartments, the Parcel Assessment Units would be calculated as follows:

Parcel Assessment Units= Authorized Residential Density plus Actual Residential Density:

Authorized Residential Density = Number of Apartment Buildings Planned X Number of Apartments X Number of Bedrooms (4 x 12 x 4 = 192)

Plus

Actual Residential Density = Number of Apartment Buildings Built X Number of Apartments X
Number of bedrooms (2 x 12 x 4 = 96)

Total: 192 + 96 = 288

6.3 Voting Rights.

The Association will have two (2) classes of voting memberships, which are as follows:

(a) Class A.

Class A Members will be Owners (including the Declarant) of Parcels. A Class A Member will be entitled to one (1) vote for each Parcel Assessment Unit applicable to each Parcel owned.

(b) Class B.

The Class B Member will be the Declarant or its designated assign. The Class B Member will be entitled to one (1) vote for each vote held by Class A Members, plus one (1) vote during the Declarant Control Period. Thereafter, the Class B Member will exercise votes only as to its Class A Memberships.

Payment of Special Assessments or Emergency Special Assessments will not entitle Class A Members to additional votes. Only those Members in good standing and eligible to vote pursuant to the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of Members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

(c) Voting By Multiple Owners.

When any Parcel of a Class A Member of the Association is owned Of Record in the name of two or more persons, other than husband and wife (either of whose vote will bind both) or in any other manner of joint or common ownership, the Owner who is present at said meeting of the Association is entitled to vote on behalf of such Parcel. If more than one Owner is present at an Association meeting, the vote for such Parcel will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners filed Of Record, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

Irrespective of the foregoing, Voting by the Regime and any other condominium regime owning any Parcel shall be as specified by the president of the respective homeowners association or any other representative duly appointed by the applicable board of directors pursuant to an appropriate written notice to the Association from the president of the respective homeowners association.

6.4 Association Governance by Board.

A Board of Directors consisting of three (3) or five (5) members will govern the Association. Initially, during the Declarant Control Period, the Board will consist of three (3) members appointed by the Declarant, and following expiration of the Declarant Control Period, the Board will consist of five (5) members elected as provided in the Bylaws of the Association.

6.5 Meetings and Membership Voting.

Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by

members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws.

ARTICLE 7.

MAINTENANCE

7.1 Responsibilities of Owners.

Unless specifically identified herein as the responsibility of the Association, all maintenance and repair of Parcels, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within such property will be the responsibility of the Owner thereof. Each Owner will be responsible for maintaining his or its property in a neat, clean, and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all Apartment Buildings, other buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. Except as provided in Section 7.2 hereof, each Owner will also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Such costs and expenses, including reasonable costs and expenses of collection and such fines as may be established by the Association, from time to time, to reimburse the Association for the administrative costs incurred thereby, or otherwise, will be a Specific Assessment under Section 12.9. No Owner will (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of Apartment Buildings or other building or other structure, or the landscaping, grounds, or other improvements within his or its property unless such decoration, change, or alteration is first approved, in writing, by the ARC, or (ii) do any work which, in the reasonable opinion of the Board of Directors, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Board of Directors, and the Owners and Mortgagees of property directly affected thereby or benefiting from such easement or hereditament.

(a) Holiday Decorations.

Notwithstanding the foregoing, the ARC may adopt specific guidelines of terms, conditions and standards for decorations which may be placed upon the exterior of an Apartment Building, other building or the grounds thereof during a holiday season. The ARC may limit the application of such holiday decorating guidelines to generally recognized holidays that the ARC, in its sole discretion, deems to recognize in such guidelines; may limit the authorized placement of decorations to a specified period of time, before which and after which no such decoration shall be permitted; and may limit by size, color, composition, and construction material the types of decorations that will be allowed in accordance with such published guidelines.

7.2 Association's Responsibility.

(a) General.

Except as may be herein otherwise specifically provided, the Association will maintain and keep in good repair all portions of the Common Areas and any easement area encumbering properties of Owners for which the Association is responsible under this Declaration, including responsibility prior to transfer to the Association in accordance with Section 2.3, or under any Supplemental Declaration, which responsibility will include the maintenance, repair, and replacement of (a) all drainage and Storm Water Management Systems not under governmental authority and responsibility, (b) all walks, paths, landscaped areas, and other improvements situated within the Common Areas or easements, (c) security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of its said properties and which are not maintained by a public authority, public service district, public or private utility, or other person, (d) and all

lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas or easement areas. The Association will not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of its properties, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor will the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of its properties or any other portion of the Property. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) Work In Behalf of Owners.

In the event that the Declarant or the Board of Directors determines that: (A) any Owner or Occupant has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (B) 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 or Occupant, and is not covered or paid for by insurance in whole or in part, then, in either event, the Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice in accordance with Section 15.15 of the Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner will have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)-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 provisions hereof after such notice, the Declarant or the Association may provide (but will 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 will be added to and become a part of the Assessment to which such Owner and his property is subject and will become a lien against such property. In the event that the Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association will promptly reimburse the Declarant for the Declarant's costs and expenses.

ARTICLE 8.

INSURANCE AND CASUALTY LOSSES

8.1 Insurance.

(a) Association's Property Insurance.

The Board of Directors will obtain on behalf of the Association insurance coverage for the Common Areas and, if the Board in its reasonable judgment so determines, any non-owned property under a Common Responsibility, covering the insurable interest of the Association against loss or damage by fire or other casualty. The insurance will be for the full insurable value (based upon current replacement cost) thereof and the insurance premiums are a Common Expense. Such insurance coverage will be written in the name of, losses under such policies will be adjusted by, and the proceeds of such insurance will be payable to, the Association. The

insurance coverage will, if possible, provide that the insurance as to the interest of the Association will not be invalidated by any act or neglect of any Owner.

The coverage will contain an endorsement to the effect that said coverage will not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies will contain waivers of subrogation with respect to the Declarant, the Board of Directors, its manager, employees and agents, Subordinate Associations and their boards of directors, Owners, Occupants and mortgagees, and, if available, will contain a replacement clause endorsement.

(b) Association's Liability Insurance.

The Board will have the authority to and will obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its Members, its directors and officers, or any of its agents. Such public liability policy will provide such coverages as are determined to be necessary by the Board of Directors. If adequate liability insurance can not be obtained at reasonable rates, the Board of Directors shall promptly cause notice of that fact to be hand delivered or mailed first class, postage prepaid, to all Owners.

(c) Fidelity Bonds.

The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

(d) Association's Other Insurance.

The Board will have the authority and may obtain (A) workers' compensation insurance to the extent necessary to comply with any applicable laws and (B) other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, but not limited to, fidelity and directors' and officers' liability coverage.

(e) Association's Policies.

All such insurance coverage obtained by the Board of Directors will be written in the name of the Association as trustee for each of the Owners to the extent of his insurable interest and costs of all such coverage will be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Community will be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association will be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies will be written with a company licensed to do business in South Carolina holding a rating of A+ in a financial category of 10, or a better rating and financial category, as

established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best possible rating.

(ii) All property insurance policies will be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies will contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event will the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies will contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(v) All policies will contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, Occupants, the Association's manager and any Owner or member of the Owner's household.

(vi) All policies will contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners or Occupants on account of the acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance will contain cross-liability endorsements to cover liability of the Association to an individual Owner.

(viii) All policies will contain a provision that no act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy.

(ix) All policies will contain a provision that the insurer issue certificates or memoranda of insurance to the Association and, upon written request, to any Parcel owner, mortgagee, or beneficiary under a deed of trust; provided further, however, the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each Parcel 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.

(f) Owner's Insurance.

It will be the individual responsibility of each Owner at his own expense and election to provide public liability, property damage, title, and other insurance with respect to his or its own Parcel. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective properties and to furnish copies or certificates thereof to the Association.

8.2 Damage or Destruction to Common Areas.

Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board will obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article 8, means repairing or restoring

the damaged property substantially to the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns any of the Community Property primarily for development or sale, and the Board acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such damaged improvements. If any insurance proceeds for such damage or destruction are not sufficient to defray the cost thereof, including any amount attributable to Association's insurance deductible, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 12.6 hereof, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. Any proceeds remaining after defraying such costs will be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid will not be repaired or reconstructed, such proceeds will be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty will be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

8.3 Damage or Destruction to Owners' Properties.

In the event of damage or destruction by fire or other casualty to any property subject to this Declaration, or the improvements thereon, and in the further event that the Owner responsible for the repair and replacement of such property elects not to repair or rebuild, such Owner will promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner will repair or rebuild substantially to the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provision of this Declaration (including, without limitation, the procedures and architectural guidelines under Article 3) and all applicable zoning, subdivision, building, and other governmental regulations. All such work or repair or construction will be commenced promptly following such damage or destruction and will be carried through diligently to conclusion.

8.4 Damage or Destruction to Common Areas by Owners.

If an Owner is responsible for damage inflicted on any Common Area, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover the amount from the Owner.

8.5 Damage to an Owner's Parcel by Association.

If damage is inflicted on any Parcel by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner.

ARTICLE 9.

CONDEMNATION

9.1 Condemnation of Common Areas.

Whenever all or any part of the Common Areas of the Community will be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the

affirmative vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members, which percentage will also constitute the quorum required for any such meeting, and following written approval by the Declarant for so long as the Declarant owns any of the Community Property primarily for development or sale, the award or proceeds made or collected for such taking or sale in lieu thereof will be payable to the Association and will be disbursed or held as follows:

(a) Common Areas With Improvements.

If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, for so long as the Declarant owns any of the Community Property primarily for development or sale, and the Board, acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefore, in accordance with the plans approved by the Board of Directors, the ARC, and by Declarant during the Declarant Control Period. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 12.5, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds will be retained by and for the benefit of the Association.

(b) Common Areas Without Improvements.

If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds will be retained by and for the benefit of the Association.

(c) Including Owner's Property.

If the taking or sale in lieu thereof includes all or any part of an Owner's property and also includes any part of the Common Areas, then a court of competent jurisdiction will apportion such award or proceeds and such award or proceeds will be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners for their interest in such property; provided, however, such apportionment may instead be resolved by the agreement of (A) the Board of Directors, (B) the Owners of all properties wholly or partially taken or sold, together with the Mortgagees for each such property, and (C) the Declarant, for so long as the Declarant owns any of the Community Property primarily for development or sale.

9.2 Condemnation of Owners' Properties.

(a) Election Not To Restore.

In the event that all or any part of a property subject to this Declaration, or any improvements thereon is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner thereof elects not to restore the remainder of such property, then the Owner making such election will promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and will leave such property and any remaining undamaged improvements thereon in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of such property remaining after such taking or conveyance is insufficient to permit the restoration of the remaining

improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provision of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner will have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and sightly condition referred to above, of deeding the remaining portion of the property to the Association as a part of the Common Areas, and thereafter any such Owner will not have any further voting rights or membership rights or privileges in the Association or with respect to the Community and will not be subject to any further Assessments imposed by the Association and payable after the date of such deeding and attributable to such property deeded to the Association.

(b) Election to Restore.

In the event that any part of a property subject to this Declaration, or any improvements thereon, is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner thereof elects to restore the remainder of the property, such Owner making such election will restore such remainder thereof as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration will be commenced promptly following such taking or conveyance and will be carried through diligently to conclusion.

ARTICLE 10.

FUNCTIONS OF THE ASSOCIATION

10.1 Board of Directors and Officers.

The Association, subject to the rights of the Declarant and the rights and duties of the Owners set forth in this Declaration, will be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and will keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association and their duly authorized delegates, without any further consent or action on the part of the Owners. As provided in Section 15.1 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Community, Declarant will have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association during the Declarant Control Period. Each Owner, by acceptance of a deed to or other conveyance of a Parcel vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 10.1 and by Section 15.1 hereof.

10.2 Duties and Powers.

The duties and powers of the Association will be those set forth in the provision of the South Carolina Nonprofit Corporation Act, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided; however, that if there are conflicts or inconsistencies between the South Carolina Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the provisions of the South Carolina Nonprofit Corporation Act, this Declaration, the Articles of Incorporation, and the Bylaws, in that order, will prevail, and each Owner of any property within the Community, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, together with every other right or privilege reasonable to be implied

from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association will include, but will not be limited to, the power to purchase one or more properties subject to this Declaration and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but will not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to the Owners, to furnish trash collections, water, sewer, and/or security service for the properties subject to this Declaration. Notwithstanding the foregoing provision of this Section 10.2 or any other provision of this Declaration to the contrary, during the Declarant Control Period the Association will not, without the written approval of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

(a) Ownership of Properties.

The Association will be authorized to own, purchase, lease, use under any use agreement, and maintain (subject to the requirements of any Federal, State or local governing body of South Carolina) Common Areas, equipment, furnishings, and improvements devoted to the uses and purposes expressed and implied in this Declaration, including, but not limited to, the following uses:

- (i) For park areas, walks, paths or trails throughout the Community Property;
- (ii) For security services, including security stations, maintenance building and/or guardhouses;
- (iii) For providing any of the services which the Association is authorized to offer under Section 10.2(b) below; and
- (iv) For purposes set out in deeds or agreements by which Common Areas are conveyed or by which use rights are granted to the Association.

(b) Services.

The Association will be authorized (unless prohibited by the requirements of any Federal, State or local governing body) to provide such services required to promote the uses and purposes for which the Association is formed as expressed or implied in this Declaration, including, but not limited to, the following services:

- (i) Cleanup and maintenance of all Common Areas, Roadways, road shoulders, roadway medians, parkways, ponds, drainage areas and easements outside of the Parcels, and also all public properties which are located within or in a reasonable proximity to the Community Property such that their deterioration would affect the appearance of the Community Property as a whole;
- (ii) Landscaping of Common Areas and walking paths within or constituting a Common Area;
- (iii) Lighting throughout the Common Area;
- (iv) Maintenance of any installed electronic and other access and control devices for the protection of the Community Property, if any such devices are ever installed, and assistance to the local police and sheriff departments in the apprehension and prosecution of persons who violate the laws of South Carolina within the Community Property;

(v) Insect and pest control to the Common Area to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by the state and local governments;

(vi) The services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business under the terms of this Declaration and to collect Annual Assessments, Special Assessments, Emergency Special Assessments, Specific Assessments, and other fees and charges collectable from the Owners hereunder;

(vii) To take any and all actions necessary to enforce these and all covenants and restrictions affecting the Community Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Community Property;

(viii) To set up and operate an architectural review committee in the event that the Association is assigned the whole or any portion of the function of the ARC by the Declarant;

(ix) To construct improvements on Common Areas for use for any of the purposes or as may be required to provide the services as authorized in this Section;

(x) To provide administrative services including but not limited to legal, accounting and financial; and communications services informing Members of activities, notice of Meetings, Referendums, etc., incident to the above listed services;

(xi) To provide liability and hazard insurance covering improvements and activities on Common Areas;

(xii) To provide water, sewage, and any necessary utility services not provided by a public body, private utility or the Declarant;

(xiii) To provide any or all of the above listed services to another Association or Owners of real property under a contract, the terms of which must be approved by the Board of Directors; and

(xiv) To provide for hearings and appeal process for violations of rules and regulations.

10.3 Agreements.

Subject to the prior approval of the Declarant during the Declarant Control Period, all agreements and determinations lawfully authorized by the Board of Directors will be binding upon the Association and all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community will comply with and be subject to the authorized actions of the Board of Directors. In performing its responsibilities hereunder, the Board of Directors, will have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association will deem necessary or desirable for the proper operation of the Community, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager will be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and will be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or Members of the Association by this Declaration

or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors will determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

(a) Management Agreement.

During the Declarant Control Period, the Declarant or an affiliate may be employed as the manager of the Association and the Community, with the option on the part of the Declarant or its affiliate to renew such employment for three (3) successive one-year terms from and after the termination of the Declarant Control Period. Every grantee of any interest in the Community, by acceptance of a deed or other conveyance of such interest, will be deemed to ratify such management agreement.

10.4 Mortgage or Pledge.

Subject to the provisions of Section 5.2(a), the Board of Directors will have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans will be used by the Association in performing its authorized functions. The Declarant may make loans to the Association, subject to approval by the Declarant during the Declarant Control Period, of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association will not be allowed to reduce the limits of the regular Annual Assessment at any time there are outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

10.5 Personal Property and Real Property for Common Use.

The Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, will be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Parcel also transfers the membership in the Association which is an appurtenance to such Parcel.

10.6 Rules and Regulations.

As provided in Article 13 hereof, the Board of Directors, may make, amend, revoke and enforce reasonable rules and regulations governing the use of the Parcels and Common Areas, which rules and regulations will be consistent with the rights and duties established by this Declaration.

10.7 Reduction in Services.

During 2010 the Board of Directors will define and list a minimum level of services that will be furnished by the Association. So long as the Declarant is engaged in the development of properties, which are subject to the terms of this Declaration, the Association will not reduce the level of services it furnishes below such minimum level. Such minimum level of service will expressly include an obligation of the Association to maintain the Common Areas and pay the costs and expenses set forth in any lease or use agreement therefor.

10.8 Obligation of the Association.

The Association will not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 10.7 above. The functions and services to be carried out or offered by the Association at any particular time will be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments will be submitted for approval as herein provided. Subject to the provisions of Section 10.7 above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the sole approval of the Declarant during the Declarant Control Period, and thereafter, the functions and services which the Association is authorized to carry out or to provide may be added or reduced by the Board acting on the vote of fifty-one percent (51%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting).

ARTICLE 11.

WARRANTY AS TO COMMON AREAS

11.1 Limited Warranty From Declarant.

(a) Association's Obligation.

The Association will perform necessary and regular maintenance and take care of the Common Areas so as to prolong the life of the Common Area's materials and construction.

ARTICLE 12.

ASSESSMENTS

12.1 Purpose of Assessments.

The Assessments for Common Expenses provided for herein will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Community, and maintaining the Community and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

12.2 Creation of Lien and Personal Obligation of Assessments.

Each Owner, by acceptance of a deed or other conveyance thereof, whether or not it will be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (A) Annual Assessments, such Assessments to be established and collected as provided in Section 12.3, (B) Special Assessments, such Assessments to be established and collected as provided in Section 12.5, (C) Emergency Special Assessments, such Assessments to be established and collected as provided in Section 12.7, and (D) Individual or Specific Assessments pursuant to Section 12.9. Any such Assessments remaining unpaid for thirty (30) days, together with late charges, simple interest at a rate established from time to time by the Board of Directors, and court costs and attorneys' fees incurred to enforce or collect such Assessments, will be an equitable charge and a continuing lien upon the property of the Owner thereof who is responsible for payment. Each Owner will be personally liable for Assessments, coming due while he is the Owner of a property, and his grantee will take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid Assessments will be subordinate to the lien of any unpaid taxes and any Institutional

Mortgage or Mortgage held by the Declarant. Sale or transfer of any Parcel will not affect the lien of the Assessments; however, the sale or transfer of any Parcel, which is subject to any Institutional Mortgage or Mortgage of the Declarant, pursuant to a decree of foreclosure, will extinguish the lien of the Assessments as to payment thereof which became due prior to such sale or transfer. In the event of co-ownership of any property subject to this Declaration, all of such co-Owners will be jointly and severally liable for the entire amount of such Assessments. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors in accordance with Section 12.3(d), provided that unless otherwise provided by the Board, the Annual Assessments will be paid in equal monthly installments. To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage or Mortgage of the Declarant, then the amount or amounts otherwise secured thereby which cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.

12.3 Establishment of Annual Assessment.

The Declarant will prepare an initial budget of the Association for 2010 and a copy thereof will be made available to any owner upon written request. It will be the duty of the Board of Directors at least sixty (60) days prior to the 2011, and each fiscal year thereafter, to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a reserve account, if necessary, for the capital needs of the Association, and shall include a good-faith estimate of the number and timing of Apartment Units estimated to be added in the coming year. In calculating the budget, the Board shall have the power to either reduce the budgeted expenses for the fiscal year being budgeted, or to set aside any projected surplus in such operating and/or capital reserve account as the Board, in its sole discretion, shall determine, and apply such surplus in reduction of the budget for the next succeeding year. Notwithstanding the foregoing, during the "Deficit Funding Period," an alternate build-out the budget and Annual Assessments shall be calculated as provided in sub-Section (a) below, and the Board shall adopt a budget that results in an Annual Assessment that is the lesser of (i) the amount calculated pursuant to this Section 12.3, or (ii) the amount calculated based upon a build-out budget pursuant to sub-Section (a) below. The Board will cause the total of the Annual Assessments to be levied against the Parcels for the following year to be delivered to each Owner at least thirty (30) days prior to the first day of the fiscal year for which the budget and Assessments are established and each Parcel shall be responsible for its proportionate share of the total Annual Assessments based on the ratio which such Owner's Parcel Assessment Units bears to the Total Parcel Assessment Units of all Owners in the Community.

(a) Alternative Calculation of Build-out Annual Assessments During Deficit Funding Period.

Budgets prepared during the Deficit Funding Period shall include a calculation based upon a projection of the total Common Expenses at full build-out of the Community, and a projected build-out Annual Assessment shall be determined by dividing the amount of the total anticipated Common Expenses at full build-out by a number equal to 75% of the Total Parcel Assessment Units for the Community. Such alternate calculation shall be utilized in setting the Annual Assessment pursuant to the penultimate sentence of Section 12.3 above.

(b) Disapproval of Annual Assessments.

The annual budget and Annual Assessments, as determined by the Board of Directors, as hereinabove provided, will become effective unless disapproved (i) solely by the Declarant in writing during the Declarant Control Period, and (ii) thereafter by seventy-five percent (75%) or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting Notwithstanding the foregoing, in the event the proposed budget and Annual Assessments are disapproved or in the event the Board of Directors fails for any reason to determine an annual budget and to set the Annual Assessments, then and until such time as a budget and Annual Assessment will have been determined as provided herein, the budget and Annual

Assessments will be the Default Budget and Default Annual Assessments calculated in accordance with Section 12.4.

(c) Special Board Action to Increase.

If the Board of Directors determines that the important and essential functions of the Association budgeted for the year will not be properly funded in any year by the Annual Assessment herein provided, it may increase such Assessment; provided, however, an increase in Annual Assessments in any year pursuant to special Board action as aforesaid will in no way affect Annual Assessments for subsequent years.

(d) Billing of Annual Assessments.

The Annual Assessments will be billed monthly, quarterly, semi-annually or annually, as set by the Board, and will be due and payable on or before the last day of the month in which billed.

(e) Rounding.

All Annual Assessments charged by the Association will be rounded off to the nearest dollar.

(f) For Common Expenses.

The Common Expenses to be funded by the Annual Assessments may include, but will not necessarily be limited to, the following:

(i) management fees and expenses of administration, including legal and accounting fees;

(ii) utility charges for utilities serving the Common Areas and charges for other common services for the Community, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(iii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and other insurance coverage determined by the Board to be in the interests of the Association and the Owners;

(iv) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;

(v) the expenses of any architectural review board established to receive and administer the whole or any portion of the ARC functions transferred and conveyed to the Association, which are not defrayed by plan review charges;

(vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;

(vii) such other expenses as may be determined from time to time by the Board of Directors to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Parcels; and

(viii) the establishment and maintenance of a reasonable reserve fund or funds (A) for maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the

Association and which must be maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

12.4 Determination of Default Budget and Default Annual Assessment.

Upon the failure of the Board of Directors to adopt a budget, or upon the disapproval of any budget pursuant to Section 12.3(b), the Default Budget and Default Annual Assessments will be the greater of:

(i) The then existing budget and Annual Assessments, increased in proportion to the percentage increase, if any, in the CPI-U from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent, whichever is greater; or

(ii) The budget and Annual Assessments for the year in which this Declaration is filed Of Record by the Declarant, increased to the year in which the said maximum budget and Annual Assessment is being determined in proportion to the percentage increase, if any, in the CPI-U from December of the year preceding the year in which this Declaration is filed Of Record to November of the year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent per annum, compounded, whichever is greater.

(a) Change in Default Amounts Upon Merger or Consolidation.

The limitations of this Section 12.4 will apply to any merger or consolidation in which the Association is authorized to participate under Section 2.2(c), and under the Bylaws of the Association.

12.5 Special Assessments for Improvements and Additions.

In addition to the regular, Annual Assessments authorized by Section 12.3 hereof, the Association may levy Special Assessments, for the following purposes:

(a) Construction, reconstruction, unexpected repair or replacement of a damaged capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto as well as any insurance policy deductible if the damage is an insured loss;

(b) To provide for the unexpected and unbudgeted acquisition of necessary facilities and equipment required for the Association to offer the services authorized herein;

(c) To provide funding for such other extraordinary and unbudgeted expenditures of the Association as the Board shall determine to be required for the efficient discharge of the Association duties and responsibilities hereunder, and which cannot, in the Board's reasonable judgment, be delayed until the next budget is prepared;

(d) To cover any shortfall, whether by way of deductible or otherwise, in insurance proceeds recovered; and

(e) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

12.6 Special Assessments; Approval by Declarant and Disapproval by Members.

Except as otherwise permitted in Sections 8.2, 9.1 and 12.7 hereof, any Special Assessment will only be levied if: (A) during the Declarant Control Period the Declarant approves, in writing, such Special Assessment; and (B) after the Declarant Control Period the Special Assessment is not disapproved by sixty-seven percent (67%) or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. The notices of such special meeting will include one statement from the Directors favoring the Special Assessment and one statement from those Directors opposing the Special Assessment containing the reasons for those Directors' support and opposition for the Special Assessment, if any such statements are provided by the Directors supporting and opposing the Special Assessment (Directors being under no obligation to provide such statements). Neither statement, either supporting or opposing the Special Assessment, will exceed five pages in length.

(a) Apportionment.

Special Assessments will be apportioned equally among the Parcels, in the same manner as Annual Assessments.

12.7 Emergency Special Assessments.

In addition to the Annual Assessments authorized by Section 12.3 and the Special Assessment authorized by Section 12.5 hereof, the Association may levy Assessments for repairs, reconstruction, alterations or improvements due to emergencies of any type, as determined by the Declarant during the Declarant Control Period, and/or by the Board of Directors, in their sole discretion ("Emergency Special Assessment"). Any Emergency Special Assessment may be imposed without a vote of the Members. Emergency Special Assessments will be apportioned equally among the Parcels, in the same manner as Annual Assessments unless it is determined by the Declarant and/or Board that another apportionment thereof is more reasonable and more equitably justified by the circumstances giving rise to such emergency.

12.8 Declarant's Properties.

Anything contained herein to the contrary notwithstanding, the Declarant, its successors and assigns, upon written notice to the Association, may elect to be exempt from the payment of Annual Assessments, Special Assessments and Emergency Special Assessments with respect to unimproved and unoccupied Parcels owned by the Declarant and subject to this Declaration once fifty percent (50%) of the Total Planned Apartment Buildings in the Community are issued Certificates of Occupancy.

(a) Declarant's Funding Obligations During Deficit Funding Period in Lieu of Annual Assessments.

The Declarant covenants and agrees that during the Deficit Funding Period, during which the budget is calculated pursuant to Section 12.3(a), it will pay the difference between the amount of Assessments collected on all other Parcels not owned by it and the amount of actual expenditures of the Association during the fiscal year. Any such subsidy amount shall not, however, be greater than what its Annual Assessment would be if calculated by reference to Parcels owned. Any subsidy hereunder shall not be reimbursable as a loan or advance against future Annual Assessments.

(b) Declarant's Funding Obligation During Remainder of Declarant Control Period in Lieu of Annual Assessments.

From and after the expiration of the Deficit Funding Period and continuing until expiration of the Declarant Control Period, Declarant will annually elect either to pay an amount equal to the

Annual Assessment for each such Parcel owned by it or to pay the difference between the amount of Assessments collected on all other Parcels not owned by the Declarant and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than the Annual Assessments the Declarant would pay if not exempt therefrom. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant will be deemed to have elected to continue paying on the same basis as existed during the immediately preceding year.

(c) Declarant's Reduction of Annual Assessment Payable by Owners.

So long as the Declarant owns any Parcel upon which additional Parcels are to be developed and/or constructed, the Declarant may, but will not be obligated to, reduce the Annual Assessment for any year to be paid by Owners. Any such subsidy will, be deemed a voluntary contribution to the Association not subject to any credit or repayment. The amount of such contribution by the Declarant so electing to reduce Annual Assessments will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the applicable Declarant.

12.9 Individual Specific Assessments.

Any expenses incurred by the Association or the Declarant because of the actions of one or more Owners or Occupants, or because of their failure to act, and with respect to which such expenses are chargeable thereto and recoverable therefrom pursuant to any provision of this Declaration, including, but not limited to, recoverable expenses incurred as a result of work performed in behalf of an Owner under Section 7.2(b), and any fines as may be imposed against an Owner in accordance with Article 13 hereof, will be specially assessed as a Specific Assessment against each such Owner and the Owner's Parcel. Any Amenity Use Charge for which the Association has extended charge privileges will also constitute a Specific Assessment hereunder. In addition, in the event that a specific Assessment is made for a judgment against the Association, then such specific Assessment shall only be assessed against those who were Owners at the time the judgment was entered against the Association.

12.10 Effect of Nonpayment; Remedies of the Association.

An Assessment shall be due in full not later than the last day of the month in which the Assessment is billed, and any Assessment or portion thereof which is not paid when so due will be delinquent. Any delinquent Assessment will incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, will also commence to accrue simple interest at the rate set by the Board of Directors from time to time. A lien and equitable charge as herein provided for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments remaining to be paid during the fiscal year may be accelerated by the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment will include all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law, subordinate only to liens for unpaid taxes, any Institutional Mortgage and any Mortgage held by the Declarant. In the event that the Assessment remains unpaid sixty (60) days following the date when so due, the Association may institute suite to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section will be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Parcel, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in like manner as a mortgage of real property. The Association will have the power to bid on the Parcel at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation,

non-use of the Common Areas or abandonment of his Parcel, and an Owner will remain personally liable for Assessments, including interest and late charges which accrue prior to a sale, transfer, or other conveyance of his Parcel.

12.11 Certificate.

The Treasurer, any Assistant Treasurer, or the manager of the Association will, within ten (10) days of a written request and upon payment of a fee set from time to time by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate signed by the Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate will be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

12.12 Date of Payment of Assessments.

Assessments will be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments, Special Assessments and Emergency Special Assessments will be adjusted for such property according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such property is first conveyed.

12.13 Working Capital Collected At Closing.

Notwithstanding anything to the contrary in this Declaration, a working capital fund will be established for the Association by collecting from each Owner who acquires title to a Parcel, whether from the Declarant, from an Owner in a resale transaction or otherwise, a working capital amount equal to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable, and will be transferred to the Association, at the time of transfer of title to the Parcel. Such sum is and will remain distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. The working capital receipts may be used by the Association in covering operating expenses as well as any other expense or capital outlay incurred by the Association pursuant to this Declaration and the Bylaws. Anything contained herein to the contrary, notwithstanding, no such working capital amount shall be collected upon conveyance of a Parcel to a mortgagee following foreclosure or pursuant to a deed in lieu of foreclosure, but shall be paid in conjunction with the sale or conveyance of the Parcel by a mortgagee to a subsequent Owner for personal use or investment.

12.14 Surplus Funds.

All funds paid into the Association by the Owners which remain after payment for common expenses, prepayment of reserves or any other expense, cost or fee defined herein shall be paid to the Owners in proportion to their common expense liabilities or credited to them to reduce future assessments.

ARTICLE 13.

RULE MAKING

13.1 Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Parcels and the Common Areas, including Amenities, and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations, which will govern activities that may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. The Association will furnish copies

of such rules and regulations and amendments thereto to all Owners prior to the effective date thereof. Such rules and regulations will be binding upon the Owners and Occupants until and unless any such rule or regulation is specifically overruled, cancelled, or modified by the Board of Directors or any such rule or regulation is disapproved by a majority or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Any action by the Board to adopt, overrule, cancel or modify any rule or regulation, or any vote of Members disapproving any rule or regulation, will not be effective and binding upon the Owners and Occupants until and unless the same is approved by the Declarant during the Declarant Control Period.

(a) Approval of Declarant.

So long as the Declarant owns any of the Community Property or the Additional Property for development and sale, no rule or regulation shall be adopted by the Board of Directors which would be binding upon the Owners of such Community Property to be developed by the Declarant without the prior written consent of the Declarant, including, but not limited to, and rule or regulation which would have the effect of discriminating against or in favor of one type of owner over another or of one type of tenant, lessee, renter or guest over another. Furthermore, the Board of Directors shall not limit or restricts use of any Amenity to Owners and accompanied guests and prohibits use and access thereof by Occupants of Apartment except to the extent Occupants exceed the number of bedrooms in each Apartment.

13.2 Authority and Enforcement.

Subject to the provisions of Section 13.3 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (A) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a Specific Assessment, (B) to suspend an Owner-Member's right to vote in the Association, (C) to suspend an Owner's or Occupant's right to use any of the Common Areas, or (D), in the case of a default in payment of any Assessment due, to suspend an Owner's or Occupant's cable TV service if such is provided by the Association or by a service provider under contract with the Association and for which payment thereunder is a Common Responsibility of the Association. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure.

Except with respect to the failure to pay Assessments, the Board will not impose a fine in excess of \$100 per occurrence of the event or condition giving rise to the imposition of a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Community for violations of the Declaration, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Demand to Cease and Desist.

Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Notice of Hearing.

Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice, in accordance with Section 15.15 of a hearing to be held by the Board in executive session. The notice will contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

(iv) The proposed sanction to be imposed.

(c) Hearing.

The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if the officer, director, or other individual who delivered such notice enters a copy of the notice together with a statement of the date and matter of delivery. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

The \$100 fine limitation herein provided shall be increased, but not decreased, by changes in the CPI-U, as measured from the month and year in which this Declaration is recorded in the ROD.

ARTICLE 14.

ALTERNATIVE DISPUTE RESOLUTION & LITIGATION

14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.

The Declarant, Association, and Owners (collectively, the "Parties" and singularly, a "Party"), agree that any dispute, controversy or claim among them, including counterclaims and crossclaims, whether based upon contract, tort, statute, common law or otherwise (collectively, a "Dispute"), arising from or relating directly or indirectly to the Declaration or the Community, including, without limitation, the interpretation, application or enforcement of the Declaration, the Association's Articles of Incorporation or Bylaws, except for "Exempt Claims" under Section 14.2, are subject to arbitration, as defined under South Carolina law and the Federal Arbitration Act, in lieu of civil proceedings and governed by the procedures set forth in Section 14.3.

14.2 Exempt Claims.

The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:

(a) any suit by the Association against a Party to enforce any Assessments or other charges hereunder; and

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association hereunder until the matter may be resolved on the merits pursuant to Section 14.3 below; or

(c) any suit between Owners which does not include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration and the Community; or

(d) any suit which otherwise would be barred by any applicable statute of limitation; or

(e) any suit involving a matter that is not an Exempt Claim under sub-Sections (a) through (d) above, but as to which matter the Party against whom the Claim is made waives the mandatory provisions of Section 14.3 below.

Any Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

14.3 Mandatory Procedures for Non-Exempt Claims.

(a) Parties to be Joined.

The Parties agree to arbitrate all Disputes with each other and with any other person or entity to the extent any or all such other persons and entities have agreed to participate in and be subject to arbitration of all Disputes.

(b) Mediation.

Prior to arbitration, if the Dispute cannot be settled through direct discussions, the Parties shall endeavor to resolve the Dispute between themselves, by participating in mediation before a mediator mutually agreed upon by the Parties.

(c) Arbitration.

Any Dispute that cannot be settled by negotiation or mediation shall be settled by binding arbitration before a single arbitrator, mutually agreed upon by the Parties, who is an attorney with substantial experience in the subject matter of the Dispute. Arbitration will be governed by the commercial or construction arbitration rules of the American Arbitration Association (AAA), whichever is applicable, but will not be administered by the AAA unless the Parties so agree.

(d) The Arbitrator.

If the Parties cannot agree on a single arbitrator, each Party will pick an arbitrator who is an attorney with substantial experience in the subject matter of the Dispute. Those two arbitrators will then pick a third arbitrator who is an attorney with substantial experience in the subject matter of the Dispute, and the panel of three (3) arbitrators will decide the arbitration. If there is an impasse in the selection of arbitrators, any Party

may make a motion to compel arbitration with the court of competent jurisdiction for Oconee County, South Carolina and ask the court to resolve the selection of arbitrators.

(e) Arbitrability.

The issue of whether or not a Dispute is within the scope of this arbitration requirement (or "arbitrability") will be decided by an arbitrator or arbitrators selected pursuant to the terms of this Article 14.

(f) Situs of Mediation and Arbitration.

All mediation and arbitration proceedings will be conducted in Oconee County, South Carolina. The participating Parties shall share the costs and expenses of mediation and arbitration, other than the Parties' respective legal fees, equally.

(g) Judgment on the Award.

Judgment on the award rendered by the arbitrator(s) shall be final and binding, shall not be appealable, and may be entered in any court having jurisdiction, as provided in the applicable state and federal statutes.

14.4 Litigation.

No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by 75% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required for any such meeting. This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitations, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the alternative dispute resolution provisions of this Article 14, if applicable.

14.5 Miscellaneous Alternative Dispute Resolution Provisions.

(a) Conflicting Provisions.

Any conflict or discrepancy between the terms and conditions set forth in this Article 14 and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein will control.

(b) TIME IS OF ESSENCE.

All periods of time set forth herein or calculated pursuant to provisions of this Article 14 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE 15.

GENERAL PROVISIONS

15.1 Control of Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BYLAWS OF THE Association, the Declarant hereby retains for the duration of the Declarant Control Period the right to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association. Every grantee of any interest in the Community, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant will have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 15.1. The provisions of this Section 15.1 are supplemental to, and not in substitution of, other rights retained by the Declarant pursuant to this Declaration.

(a) Voting Agreement and Proxy.

By acceptance of a deed or other conveyance of a real estate interest subject hereto, an Owner-Member does hereby grant, and if further required, does agree to vote in a manner to provide, to the Declarant all voting rights and other corporate powers specifically reserved to and designated for the Declarant under this Declaration. **IN CONNECTION WITH THIS VOTING AGREEMENT, EACH MEMBER APPOINTS THE DECLARANT AS PROXY FOR SUCH MEMBER WITH FULL POWER OF SUBSTITUTION TO VOTE FOR THE MEMBER ON ALL SUCH MATTERS ON WHICH THE MEMBER MAY BE ENTITLED TO VOTE, AND WITH RESPECT TO WHICH THERE IS A RESERVATION OR DESIGNATION OF VOTING RIGHTS IN THE DECLARANT UNDER THIS DECLARATION, AND WITH ALL POWERS WHICH THE MEMBER WOULD POSSESS IF PERSONALLY PRESENT AT ANY MEETING OF MEMBERS. SUCH APPOINTMENT WILL BE, UPON A MEMBER'S ACCEPTANCE OF A DEED OR OTHER CONVEYANCE AND WITHOUT THE NECESSITY OF FURTHER ACTION BY THE DECLARANT OR THE MEMBER, A POWER COUPLED WITH AN INTEREST AND IRREVOCABLE.** Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Owner-Member is filed Of Record. This irrevocable proxy will automatically terminate on the date the Declarant's voting rights as a Class B Member terminate. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of the Declarant herein provided, which will run with the Community Property.

(b) Creation of New Board.

Upon the expiration of the Declarant Control Period, election of the Board will pass to the Owners as provided in the Bylaws. Following election of a new Board of Directors, the Declarant will deliver all books, accounts, and records, if any, which the Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Declarant has in its possession.

15.2 Amendments by Declarant.

During the Declarant Control Period, the Declarant may amend this Declaration or the Bylaws by an instrument in writing filed Of Record without the approval of any Owner or Mortgagee; provided, however, that, (A) in the event that such amendment has a material adverse effect upon any Owner's rights hereunder or adversely affects the title to any Parcel, such amendment will be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; and (B) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment will be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this

Section 15.2 will be certified by the Declarant as having been duly approved by the Declarant, and by such Owners and Mortgagees if required, and will be effective only upon it being filed Of Record or at such later date as will be specified in the amendment itself. Furthermore, following the Declarant Control Period, this Declaration and the Bylaws may be amended solely by the Declarant filing same Of Record if such amendment is necessary, in the reasonable determination of the Declarant, (A) to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which will be in conflict therewith, (B) to enable any reputable title insurance company to issue title insurance coverage with respect to any properties subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any properties subject to this Declaration, or (D) to enable any governmental agency or reputable private insurance company to insure Mortgages on the properties or other improvements subject to this Declaration. Each Owner by acceptance of a deed or other conveyance of a Parcel agrees to be bound by amendments permitted by this Section 15.2, and further agrees, if requested by the Declarant, such Owner will consent to such amendment.

15.3 Amendments by the Association.

Amendments to this Declaration or the Bylaws, other than those authorized by Section 15.2 hereof, will be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or Members of the Association. Such amendment must be approved by sixty-seven percent (67%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving a proposed amendment, which percentage will also constitute the quorum required for any such meeting; provided, however, (A) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee; (B) during the Declarant Control Period, such amendment must be approved by the Declarant; and (C) in the event that such amendment also is an amendment to the Bylaws, the amendment will be adopted pursuant to the applicable procedures of the Nonprofit Corporation Act.

(c) The agreement of the required percentage of the Owners and, where required, the Declarant and any Mortgagee, to any amendment of this Declaration pursuant to this Section 15.3 will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement will state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration will become effective only when filed Of Record or at such later date as may be specified in the amendment itself.

Anything contained in this Section 15.3 to the contrary notwithstanding, no amendment under this Declaration shall be made, or any vote therefor effective, if the result or effect thereof would have a material adverse effect upon the Declarant or any right, limitation, approval or easement of the Declarant without the prior written approval of the Declarant.

15.4 Duration.

The provisions of this Declaration will run with and bind title to the Community Property, will be binding upon and inure to the benefit of all Owners and Mortgagees, and will be and remain in effect for a period

of thirty (30) years from and after the date this Declaration is filed Of Record, provided that rights and easements which are stated herein to have a longer duration will have such longer duration. Upon the expiration of said thirty (30)-year period, this Declaration will be automatically renewed for successive ten (10)-year periods. The number of ten (10)-year renewal periods will be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10)-year renewal period for an additional ten (10)-year period; provided, however, that there will be no renewal or extension of this Declaration, if, during the last year of an initial thirty (30)-year period or the last year of any ten (10)-year renewal period, 80% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required, approve terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination will be filed Of Record, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Community Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration will run with and bind title to the Community Property as provided hereby.

15.5 Termination of the Association.

In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years following the date of recording this Declaration, all Common Area belonging to the Association at the time of such adjudication will revert to the Declarant, and the Declarant will own and operate said Common Areas as Trustee for use and benefit of Owners within the Community Property as set forth below. If said adjudication will occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Section 15.4, all Common Areas owned by the Association at such time will be transferred to a properly appointed Trustee, which Trustee will own and operate said Common Areas for the use and benefit of Owners within the Community Property as set forth below:

(a) Each Parcel located within the Community will be subject to an Annual Assessment which will be paid by the Owner thereof to the Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date will be determined solely by the Declarant or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Parcel, parcel or tract of land will not exceed the amount actually assessed against that Parcel in the last year that Assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below.

(b) The rate of the Annual Assessment which may be charged by the Declarant or Trustee hereunder on any particular Parcel may be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the Annual Assessment period in the CPI-U issued by the U.S. Bureau of Labor Statistics in its monthly report, whichever of these two percentage figures is larger. The actual amount of such increase in the regular Annual Assessment on a parcel will equal the regular Annual Assessment on such Parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the CPI-U is discontinued, then there will be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the greater of fifteen (15%) percent or the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees will be a personal obligation of the Owner at the time that the Annual Assessment becomes past due, and it will also constitute and become a charge and continuing lien on the Parcel of

land and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Declarant, or the Trustee, as the case may be, will be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Areas. The Declarant or the Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Declarant nor the Trustee will have the obligations to provide for operation, maintenance, repair and upkeep of the Common Areas once the funds provided by the Annual Assessment have been exhausted.

(e) The Declarant will have the right to convey title to the Common Areas and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee will have the power to dispose of the Common Areas, free and clear of the limitations imposed hereby; provided, however, that such disposition will first be approved in writing by fifty-one (51%) percent of the Owners of real property within the Community Property or in the alternative will be found, in the exercise of reasonable business judgment, to be in the best interest of the Owners of real property within the Community Property. The proceeds of such a sale will first be used for the payment of any debts or obligations constituting a lien on the Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such property, then for the payment of any obligations distributed among the Owners of real property within the Community, exclusive of the Trustees, in a proportion equal to the portion that the Default Annual Assessment on real property owned by a particular Owner bears to the total Default Annual Assessment for all real property located within the Community Property.

15.6 Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration will be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U. S. Senator Edward Kennedy.

15.7 Interpretation.

In all cases, the provisions set forth or provided for in this Declaration will be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration will 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 will be the date of its filing Of Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration will be construed under and in accordance with the laws of the State of South Carolina.

15.8 No Affirmative Obligation Unless Stated.

ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THIS DECLARATION WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THIS DECLARATION.

15.9 No Implied Liabilities or Duties.

ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT PURSUANT TO THIS DECLARATION WILL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

15.10 Gender and Grammar.

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

15.11 Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will 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.

15.12 Rights of Third Parties.

This Declaration will be filed Of Record for the benefit of the Declarant, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in the Community, except as provided 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 Declarant and Mortgagees as herein provided, the Owners will 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.

15.13 Notice of Sale, Lease, or Mortgage.

In the event an Owner sells, leases, mortgages, or otherwise disposes of any Parcel, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

15.14 No Trespass.

Whenever the Association, the Declarant, or the ARC are permitted by this Declaration to enter upon, correct, repair, clean, maintain, preserve, or do any other action within any portion of the Community, the entering thereon and the taking of such action will not be deemed to be trespass.

15.15 Notices.

Notices required hereunder will be in writing and will be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners will be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Parcels. All notices to the Association will be delivered or sent in care of the Declarant to the Declarant's main office, 2050 Corporate Centre Dr., #200, Myrtle Beach, SC 29576, or to such other address as the Association may from time to time notify the Owners. All notices to the Declarant will be delivered or sent to the Declarant's main office, 2050 Corporate Centre Dr., #200, Myrtle Beach, SC 29576, or to such other address as the Declarant may from time to time notify the Association. Notices to Mortgagees will be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder will be delivered or sent to such address or addresses as such person or persons

specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as will, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

15.16 Joinder of Mortgagee.

_____, holder of that certain [Mortgage] recorded in the ROD in Book _____, Page _____, joins in the execution of this Declaration to signify its consent, as Mortgagee of the Community Property described in Exhibit "A," to the covenants, conditions, easements and restrictions of this Declaration and to subordinate its interest under the Mortgage to such instrument.

[Remainder of Page Purposely Left Blank]

IN WITNESS WHEREOF, the undersigned, Declarant herein, has hereby caused this instrument to be executed this ____ day of _____, 2010.

HIGH POINTE, LLC
a South Carolina limited liability company

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

Personally appeared before me _____ and made an oath that (s)he saw High Pointe, LLC, a South Carolina limited liability company, by _____, its _____, sign, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions for HighPointe of Clemson Master Community, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2010.

My Commission Expires:

Notary Public

[NOTARY SEAL]

JOINDER OF _____

undersigned holder of that certain security instrument dated _____, 20__, by and between High Pointe, LLC, a _____, and _____, recorded in the Office of the Register of Deeds of Oconee County, South Carolina, on _____, 20__, at Book _____, Page _____, et seq. (the "Mortgage"), which Mortgage encumbers the Community Property described on Exhibit "A" of this Charter, does hereby join in the execution of this Declaration to evidence its consent to such instrument and to subordinate its interest under the Mortgage to such instrument pursuant to Section 15.16 of this Declaration.

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

Personally appeared before me _____ and made an oath that (s)he saw _____, a _____, by its duly authorized member, sign, seal, and as its act and deed deliver the within written Joinder _____, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

(SEAL)

Sworn to before me this _____ day of _____, 2010.

Notary Public for South Carolina
My Commission expires: _____

[Remainder of Page Purposely Left Blank]

JOINDER OF HIGHPOINTE OF CLEMSON MASTER ASSOCIATION, INC.

The undersigned, HighPointe of Clemson Master Association, Inc., has hereby caused this instrument to be executed this ___ day of _____, 2010 to signify its consent and joinder pursuant to Section 15.16 of this Declaration.

HIGHPOINTE OF CLEMSON MASTER ASSOCIATION, INC.

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

Personally appeared before me _____ and made an oath that (s)he saw HighPointe of Clemson Master Association, Inc., a South Carolina non-profit corporation, by its duly authorized representative, sign, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions for HighPointe of Clemson, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2010.

_____ (SEAL)

Notary Public for South Carolina
My Commission expires: _____

[Remainder of Page Purposely Left Blank]

EXHIBIT "A"

Legal Description

EXHIBIT "B"

**BYLAWS
OF
HIGHPOINTE OF CLEMSON
OWNERS' ASSOCIATION, INC.**

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BYLAWS
OF
HIGH POINTE OF CLEMSON
OWNERS' ASSOCIATION, INC.

Article 1
NAME AND LOCATION

1.1 Name and Location.

The name of the corporation is HIGHPOINTE OF CLEMSON OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at the Community, or at such other place as may be designated by the Board.

Article 2
DEFINITIONS

2.1 Incorporation.

The definitions contained in the Declaration are incorporated by reference herein.

(a) The Declaration.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for HighPointe of Clemson recorded in the Register of Deeds office for Oconee County, South Carolina, and subsequent amendments thereto.

Article 3
MEETING OF MEMBERS AND VOTING

3.1 Annual Meeting.

The first meeting of the Members, whether an annual or a special meeting, shall be held on such day and at such time as the Board, upon majority vote, shall determine and which shall occur not more than eighteen (18) months following the date hereof. Subsequent annual meetings of the Members shall be held thereafter at an hour and place within thirty (30) days of the same month and day of such first meeting, as set by the Board.

3.2 Special Meetings.

Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing five percent (5%) of the total voting power of the Association, notice of which shall be by written notice to all Members within thirty (30) days of the Secretary's receipt of the demand. For purposes of determining the five percent (5%), the record date shall be thirty (30) days before delivery of the written demand. Upon the failure of the Association to send notice of a special meeting within thirty

(30) days following delivery of written demand as aforesaid, any Member signing the demand may set the time and place of the special meeting and give notice thereof to all Members in accordance with the South Carolina Nonprofit Corporation Act.

3.3 Notice and Place of Meetings.

Unless otherwise provided in the Declaration, the Articles of Incorporation, in these By-Laws, or in the South Carolina Nonprofit Corporation Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. In the case of written demand of Members representing ten percent (10%) of the total voting power of the Association, written notice of such meeting shall be given not more than thirty (30) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Articles of Incorporation. Meetings shall be held within the Community or at a meeting place within the same county, as close to the Community as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum.

Unless otherwise provided herein, in the Declaration, the Articles of Incorporation, or the Nonprofit Corporation Act, the presence of Members representing one-third (a) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third (a) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section 3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

3.5 Ballots and Representative Voting.

(a) Voting Referendum; Written Ballots.

Any vote of Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (i) indicate the record date for Members eligible to vote; (ii) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (iii) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by plurality); and (iv) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies.

All of the provisions of this Section 3.5(b) are subject to Section 15.1(a) of the Declaration. To the extent that a provision set forth in this Section is inconsistent with Section 15.1(a) of the Declaration, the provisions of Section 15.1(a) of the Declaration shall control. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting. Every proxy appointment shall automatically cease upon conveyance by the Member of his Parcel, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the South Carolina Nonprofit Corporation Act., or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the South Carolina Nonprofit Corporation Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

3.6 Membership and Voting.

The Association shall have two (2) classes of voting membership:

(a) Class A

The Class A Members shall be all Owners, including the Declarant (as defined in the Declaration) and shall be entitled to one (1) vote for each Parcel Assessment Unit assigned to his respective Parcel. When more than one (1) person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel shall be exercised as they among themselves determine as provided in the Declaration, but in no event shall more than one (1) vote be cast for each Parcel Assessment Unit.

(b) Class B

The Class B Member shall be the Declarant whose voting rights shall be three (3) votes for each vote held by Class A Members, plus one (1) vote. The Class B membership shall cease upon the first of the following dates:

(i) December 31, 2015;

(ii) the date which is three (3) months after the conveyance by the Declarant, in the ordinary course of business to persons other than a successor Declarant, of Apartment Buildings representing ninety-five percent (95%) of the Total Planned Apartment Buildings for the Community; or

(iii) The date which is three (3) months following the date the Declarant terminates the Declarant Control Period by an express, recorded amendment to the Declaration.

Except as otherwise provided in the Declaration, the Articles of Incorporation, these By-Laws, or the Nonprofit Corporation Act, any action by the Association which must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by Members at which the required quorum is present. An abstention shall be counted as a negative vote in calculating the majority. Members are divided into Class A and Class B Members for the sole purpose of computing voting rights and shall not vote as a class. Owners of Parcels in all phases shall have the same voting rights.

(c) Class B Veto Rights.

This Section 3.6(c) may not be amended during the Declarant Control Period without the express written consent of the Class B Member.

(i) During the Transition Period, the Class B Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section 3.6(c) 3.6(c). This veto power shall be exercisable only by the Class B Member, its successors, and assigns who specifically take this power in a recorded instrument.

(ii) No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(A) In the absence of the physical presence of any employee of the Class B Member who waives written notice, the Class B Member shall have been given written notice of each meeting and the actions approved at the meeting of the Board or any committee. Such written notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

(B) The Class B Member shall have and is hereby granted a veto power over any such action, policy, or program approved by any committee or the Board of Directors and to be taken by any committee or Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. This veto may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions of these Bylaws. Any veto shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association.

3.7 Eligibility to Vote.

Voting rights attributable to Parcels shall not vest until the Association has levied Assessments against those Parcels. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all assessments levied against the Member's Parcels and not subject to any suspension of voting privileges as a result of disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date established in accordance with Section 3.8. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing. Votes allocated to Parcels owned by the Association may not be cast.

3.8 Record Dates.

(a) Record Dates Established by the Board.

For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation, by agreement, in the South Carolina Nonprofit Corporation Act. The record dates established by the Board pursuant to this Section shall be as follows:

(b) Record Date for Notice of Meetings.

In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(i) Record Date for Voting.

In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;

(ii) Record Date for Action by Written Ballot Without Meeting.

In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(iii) Record Date for Other Lawful Action.

In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

(iv) "Record Date" Means as of the Close of Business.

For purposes of this subparagraph A, a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

(c) Failure of Board to Fix a Record Date.

If the Board, for any reason, fails to establish a record date, rules set forth in the Nonprofit Corporation Act shall apply.

3.9 Action Without Meeting.

Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Nonprofit Corporation Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.10 Conduct of Meetings.

Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the South Carolina Nonprofit Corporation Act. No Member of the Association shall have any right as an Association Member to attend any meeting of the Board, except such meetings of the Board as the Board of Directors shall, in the exercise of its sole discretion, open to the membership or any other person. In any matter relating to the discipline of an Association Member, the Board shall always meet in closed session if requested by that Member, and the Member shall be entitled to attend such closed session.

Article 4

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number.

The affairs of the Association shall be managed by a Board of Directors, all of whom must be Members of the Association, or an officer, director, employee or agent of a Member, including the Declarant. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to the Declaration until the expiration of the Declarant Control Period. Within sixty (60) days after the expiration of the Declarant Control Period, the Members shall elect five (5) Directors. The Association shall either call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the

Members with such notice for the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

4.2 Term of Office.

The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of the Declarant Control Period held to elect five (5) Directors or the date following expiration of the Declarant Control Period when written ballots are to be counted for the election of such Directors pursuant to Section 4.1, the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.3 Removal; Vacancies.

A Director appointed by the Declarant may only be removed by the Declarant, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

4.4 Compensation.

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

4.5 Indemnification of Corporate Agents.

The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Nonprofit Corporation Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

Article 5
NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination.

Nomination for election to the Board of Directors may be made by a Nominating Committee established by the Board of Directors, otherwise upon motion or other procedure adopted

therefor by the Board. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the notice is sent. Nominations to be placed on the ballot may also be solicited by the Nominating Committee or the Board from the membership, and if the election is to take place at a meeting and not solely by written ballot, nominations may also be made from the floor at the meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to the meeting of the Members at which the election is to be held, or if the election is to take place solely by written ballot not less than sixty (60) days prior to the date set on the ballot as the election date when ballots are to be counted, and shall serve until the close of the election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

5.2 Election.

The first election of the Board shall be conducted as set forth in Section 4.1. At such election the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section 3.5(a).

Article 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings.

Regular meetings of the Board of Directors shall be held at least annually at such place within the Community, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the Community, the Board shall select a room as close as possible to the Community. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday.

6.2 Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

6.3 Quorum.

A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a majority of the required quorum for that meeting.

6.4 Executive Session.

The Board may, with approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel and matters involving contracts of which the Association is a party, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Telephone Meetings.

Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

6.6 Waiver of Notice.

The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (A) a quorum is present, and (B) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minute. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.7 Notice of Adjourned Meeting.

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

6.8 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally.

Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (A) by personal delivery; (B) written notice by first class mail, postage prepaid; (C) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (D) by telegram, charges prepaid; or (E) by facsimile transmission to the fax number of the Directors or to e-mail address of the Directors, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided, however, notices sent by first class mail shall be deposited into a United States

mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

6.10 Class B Veto Rights.

This Section 6.10 may not be amended during the Declarant Control Period without the express written consent of the Class B Member.

(a) During the Declarant Control Period, the Class B Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section 6.10. This veto power shall be exercisable only by the Class B Member, its successors, and assigns who specifically take this power in a recorded instrument.

(b) No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

In the absence of the physical presence of any employee of the Class B Member who waives written notice, the Class B Member shall have been given written notice of each meeting and the actions approved at the meeting of the Board or any committee. Such written notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time; and

The Class B Member shall have and is hereby granted a veto power over any such action, policy, or program approved by any committee or the Board of Directors and to be taken by any committee or Board of the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. This veto may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions of these Bylaws. Any veto shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association.

Article 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Duties.

It shall be the duty of the Board of Directors to

(a) Maintenance.

Perform the maintenance described in the Declaration;

(b) Insurance.

Maintain insurance as required by the Declaration;

(c) Discharge of Liens.

Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

(d) Assessments.

Fix, levy, collect and enforce Assessments as set forth in the Declaration;

(e) Expenses and Obligations.

Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(f) Records.

Cause to be kept minutes of annual meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; minutes of any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees, and a roll of its Members giving their names and addresses and classes of membership;

(g) Supervision.

Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(h) Review of Financial Records.

Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components, which the Association is obligated to maintain.

(i) Reserve Account Withdrawal Restrictions.

Require that at least two (2) signatures are needed for the withdrawal of monies from the Association's reserve accounts, at least one (1) of whom shall be a member of the Board. One (1) signature may be that of the Association's manager or such manager's designee.

(j) Reserve Account Fund Management.

The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

(k) Reserve Studies.

At least every five (5) years the Board shall cause an independent analysis of the reserve component of the operating budget to be conducted to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation.

7.2 Powers.

The Board of Directors shall have power to

(a) Manager.

Employ a manager as provided in the Declaration;

(b) Adoption of Rules.

Adopt rules in accordance with the Declaration, including rules setting aside Common Area parking spaces as handicap parking only, and adopt rules limiting the number of cars that will be permitted to be parked in the Common Area parking spaces;

(c) Assessments, Liens and Fines.

Levy and collect Assessments and impose fines as provided in the Declaration.

(d) Enforcement.

Enforce these Bylaws and/or the Declaration as provided in Article 13 of the Declaration.

(e) Contracts.

Contract for goods and/or services in accordance with the Declaration.

(f) Delegation.

Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance, make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulation promulgated by the Board, or to make a decision to levy monetary fines, impose Special Assessments against Parcels, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; to make a decision to levy Annual or Special Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(g) Appointment of Trustee.

Appoint a trustee as provided in the Declaration.

(h) Borrowings.

Borrow money (i) for the purpose of improving the Community, or any portion thereof, (ii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Community, (iii) for providing services authorized herein, and, (iv) to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of the Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(i) Other Powers.

In addition to any other power contained herein or in the Declaration, the Association may exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in the Nonprofit Corporation Act.

7.3 Prohibited Acts.

The Board shall not take any of actions prohibited of it under the Declaration except with the vote or written consent of a majority of the Members other than the Declarant.

Article 8
OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers.

The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors, a Vice President, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers.

The Declarant shall have the sole right to appoint and remove officers during the Declarant Control Period. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term.

The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal.

Any officer may be removed from office, with or without cause, by the Board, but not from the Board, if the officer is also a Board member. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date

of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties.

The duties of the officers are as follows

(a) President.

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina Nonprofit Corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

(b) Vice President.

The Vice President shall act in the place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

(d) Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

Article 9
COMMITTEES

9.1 Appointment.

An Architectural Review Committee may be appointed as provided in the Declaration, and a Nominating Committee may, in the discretion of the Board, shall be appointed as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in

carrying out its purpose. No committee, regardless of Board resolution, may: (A) take any final action on matters which, under the Nonprofit Corporation Act also requires Members' approval; (B) fill vacancies on the Board of Directors or in any committee; (C) amend or repeal Bylaws or adopt new Bylaws; (D) amend or repeal any resolution of the Board of Directors; (E) appoint any other committees of the Board of Directors or the members of those committees; (F) approve any transaction to which the Association is a party and in which one (1) or more Directors or committee members have a material financial interest.

Article 10 BOOKS AND RECORDS

10.1 Inspection by Members.

The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Community as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

10.2 Rules for Inspection.

The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made;
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

10.3 Inspection by Directors.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents, at the expense of the Association.

10.4 Documents Provided by Board.

Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the governing documents of the Community, a copy of the most recent budget and statements of the Association, and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Annual and Special Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Parcels. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

Article 11
MISCELLANEOUS

11.1 Amendments.

These Bylaws may be amended only as provided in the Declaration.

11.2 Conflicts.

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

11.3 Fiscal Year.

Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.