

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHADOWWALK HOMEOWNER'S ASSOCIATION, INC.

Original: May 1, 1994
Amended: May 29, 2019
Amended: June 1, 2020

This revised Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this 1st day of June, 2020, by and approved by the majority of Owners of the Property hereinafter referred to in Exhibit A as Shadowwalk Townhomes; and

WHEREAS, the Owners of the real property described in Exhibit A of this additional Declaration, which Exhibit A is attached hereto and incorporated herein by this reference; and

WHEREAS, the real property described in Exhibit A is a part of a subdivision known as Keowee Harbours in Oconee County, South Carolina; and

WHEREAS, the Keowee Harbours subdivision is governed by the Keowee Harbours Community Service Association ("KHCSA"); and

WHEREAS, the Owners of the Shadowwalk Townhomes have agreed to create the Shadowwalk Homeowner's Association, Inc., to govern the Property described in Exhibit A; and

WHEREAS, certain Declaration of Covenants and Restrictions have been created for Keowee Harbours and Shadowwalk, which were most recently updated on July 3, 2018, recorded in Deed Book 2375 at Page 245, records of Oconee County, South Carolina, and this instrument supplements those restrictions for this section of Keowee Harbours; and

WHEREAS, Keowee Harbours Community Service Association joins in and consents with the Property Owners, to establish the protective covenants and restrictions for "Shadowwalk Townhomes," and

WHEREAS, IT IS TO THE BENEFIT AND ADVANTAGE OF ALL PRESENT AND FUTURE OWNERS, that protective covenants regulating the use of such Property be established and declared to be covenants running with the above-described Property.

NOW, THEREFORE, Shadowwalk Homeowner's Association, Inc., does hereby submit the Property to the provisions of this Declaration.

15693

Ret: Gary Frable
\$2500 164-D Landfall Ln.
Salem SC 29676

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ARTICLE I - DEFINITIONS

1. **"Architectural Control Committee"** shall mean the Architectural Control Committee of SHA as designated by the SHA Board (unless otherwise stated), or if there be none so designated, then the SHA Board itself.
2. **"Assessments"** shall mean and refer to the charges made to the Lot Owners to pay for the items and expenses of the Association as set forth in this Declaration and the Bylaws, whether collected monthly, quarterly, annually or for special or extraordinary expenses.
 - a. **"KHCSA Assessments"** shall mean the assessments charged by and paid to the Keowee Harbours Community Service Association.
 - b. **"Operating Assessments"** shall mean the uniform assessments charged to each Lot Owner by the Association for items and expenses that are enjoyed by all Lot Owners in equal measure, as determined by the SHA Board, and shall include at minimum accounting, professional property management, and legal fees.
 - c. **"Building Assessments"** shall mean the differing assessments charged to each Lot Owner based on the size of each townhouse in proportion to the total number and size of all the dwellings within that townhouse's building, and which shall be used for external maintenance and repair. Each building shall have its own **separate building assessments fund**.

Unit	
150-A	29%
150-B	36%
150-C	34%
153-A	35%
153-B	30%
153-C	35%
164-A	29%
164-B	21%
164-C	21%
164-D	29%

- d. **"Special Assessments"** shall mean assessments levied by the Association in a particular year and applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements, in compliance with Article III, Section 4 of this Declaration.
 - e. **"Specific Assessments"** shall mean assessments levied against the Owner of an individual Unit in accordance with Article III, Section 5 of this Declaration.
3. **"Association"** shall mean and refer to Shadowalk Homeowner's Association, Inc., its successors and assigns.

4. **"Board"** shall refer to the Board of Directors of Shadowwalk Homeowner's Association, Inc.
5. **"Building"** shall mean and refer to each of the three separate structures which contain the townhouse Units within the Property, as follows:

Building 164 at 164 Landfall Lane	Building 150 at 150 Deck House Lane	Building 153 at 153 Deck House Lane
Unit 164-A	Unit 150-A	Unit 153-A
Unit 164-B	Unit 150-B	Unit 153-B
Unit 164-C	Unit 150-C	Unit 153-C
Unit 164-D		

6. **"Declaration"** shall mean these Restrictive Covenants as they may be amended from time to time.
7. **"Deed"** shall mean an instrument which transfers fee simple title to a Lot to any person or entity.
8. **"Development"** shall mean the real property described in Exhibit A and known as Shadowwalk within the Keowee Harbours subdivision in Oconee County, South Carolina.
9. **"KHCSA"** shall mean and refer to the Keowee Harbours Community Service Association, Inc.
10. **"KHCSA Covenants"** shall mean and refer to the Declaration of Covenants and restrictions for the Keowee Harbours subdivision, filed with the Oconee County Register of Deeds, as amended and supplemented.
11. **"Lot"** shall mean and refer to each of the ten (10) main numbered Lots within the Property, each of which contains one Townhome, and shall include each Lot's associated Sub-Parcels, if any, as shown on the Deeds and Plats of the Property as recorded in the Register of Deeds Office for Oconee County.
 - a. **"Sub-Parcel"** shall mean and refer to any numbered Lot which is associated with a Townhome on the Property but which Sub-Parcel does not itself contain a Townhome structure.

Townhome Unit Number	Main Lot and Associated Sub- Parcel(s)	Building Number
150A	150A, 150AA	150
150B	150B, 150BB	150
150C	150C, 150CC	150
153A	153A, 153AA	153
153B	153B, 153BB	153

153C	153C, 153CC	153
164A	164A	164
164B	164B	164
164C	164C	164
164D	163D	164

12. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property and contains a Townhome.
13. **"Party Wall"** shall mean the walls built as part of the original construction of the Townhomes which serve and separate any two (2) adjoining Townhomes.
14. **"Plat"** shall mean the map or plats of Shadowwalk Townhomes as referenced herein and as they are from time to time recorded.
15. **"Property"** shall mean and refer to the ten (10) Townhome Units and associated lands, Lots, and Shared Elements, more particularly described in Exhibit A attached hereto, that comprise the Shadowwalk Development.
16. **"SHA"** shall mean and refer to the Shadowwalk Homeowner's Association, Inc.
17. **"Shadowwalk Townhomes"** shall mean and refer to the Shadowwalk Townhome Development of 10 townhome Units and associated lands, Lots, and shared elements, more particularly described in Exhibit A attached hereto.
18. **"Shadowwalk Homeowners' Association Maintenance Standards and Responsibilities"** shall mean and refer to a document maintained by the Association's Board of Directors which details the maintenance standards for various external building elements and other Shared Elements of the Property, as well as the delegation of authority and responsibility for the upkeep, maintenance, repair and replacement of those elements among the Unit Owners individually, all Unit Owners within a Building, the entire Association, and/or KHCSA. This document is also attached hereto as Exhibit B.
19. **"Shared Elements"** shall mean and refer to: 1) the external elements of the Townhomes, including the roofs, siding, and gutters; 2) retaining walls; 3) walkways; 4) streets and parking areas; and 5) all natural areas within the Development except for the backyards of the Townhome Units.
20. **"Supplemental Agreement for the Maintenance of Deck House Lane"** shall mean and refer to the Supplemental Agreement for the Maintenance of Deck House Lane, adopted by KHCSA and attached as Exhibit E to the Declaration of Covenants and Restrictions for Keowee Harbours, dated May 2, 2018 and recorded in Book 2375 at Page 245 on July 3, 2018 in the Clerk of Courts for Oconee County, South Carolina. This agreement is also attached hereto as Exhibit C.
21. **"Townhome"** shall mean each portion of the Property that has been subdivided for use as a single-family attached unit dwelling site as shown on the Plat.
22. **"Unit"** shall mean and refer to the ten (10) single-family townhome residences located on the main Lots 150A, 150B, 150C, 153A, 153B, 153C, 164A, 164B, 164C, and 164D.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easement of Enjoyment: Every Owner shall be a member of the Association, which membership shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. The right of the Association to charge reasonable Assessments for the payment of shared expenses including Operating Assessments and Building Assessments, whether routine or special;
 - b. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use and maintenance of the Property, including the Shared Elements, to ensure the safety and rights of all Owners;
 - c. The right of the Association to levy reasonable fines against an Owner for failure to pay Assessments, failure to comply with the Association's rules and regulations, and/or other charges imposed by the Association in a timely manner.
 - d. The right of the Association to grant utility, drainage, and other easements.
2. Voting Rights:
 - a. Each Unit in the Shadowwalk Development is apportioned one vote, for a maximum total of ten (10) votes.
 - b. Owners are entitled to one vote for each Unit owned by them.
 - c. When more than one Owner holds an interest in any Unit, the vote for such Unit will be exercised as they among themselves determine, except that fractional votes are prohibited.
 - d. Any Member who is delinquent in the payment of an installment upon any assessment, or any other fees or charges established by the Board shall be considered in default and his/her voting rights suspended for as long as any default exists.

ARTICLE III-ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: Each Owner by acceptance of a Deed, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association fees and Assessments as defined, established, and collected

by this Declaration and the Bylaws of the Association. The Assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such Assessment is made. Each such Assessment, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the Assessment fell due. The Assessment shall be the joint and several obligation of each Owner and the obligation for delinquent Assessments shall pass to the Owner herein, his heirs, successors and assigns. All sums lawfully assessed by the Association constitute a lien in favor of the Association on such Lot prior to all other liens whatsoever, except: 1) liens for ad valorem taxes, 2) the lien of any institutional purchase money mortgage covering the Lot, to the extent that the Assessments have accrued after the recording of such mortgage. Ad valorem taxes for each Lot shall be the responsibility of the Lot Owner.

2. Operating Assessments: The Assessments levied by the Association pursuant to this Article shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation, and the Bylaws. Without limiting the generality of the foregoing, the Operating Assessments shall include the costs of the following:
 - a. Payment of all costs and expenses incurred by the Association in connection with the Association's day-to-day operations;
 - b. Payment of the fees of such management firms as the Board shall employ;
 - c. Payment of fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including, but not limited to, legal, accounting, and architectural services; and
 - d. Such other purposes as the Board of Directors shall deem necessary or desirable to promote the health, safety, and welfare of the Association and its members.
3. Building Assessments for Maintenance and Capital Improvements: In addition to the Operating Assessments authorized above, the Association may levy Building Assessments for the regular maintenance and repair of certain external elements of each Building as determined by a majority vote of the Unit Owners within each Building and maintained by the Board in a document entitled Shadowwalk Homeowner's Association Maintenance Standards.
4. Special Assessments for Capital Improvements: In addition to the Operating Assessments and Building Assessments authorized above, the Association may levy, in any calendar year, on a per-building basis a Special Assessment applicable to that year only for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Shared Elements, provided that any such Assessment shall have the assent of a majority of the votes of the Unit Owners in the affected building who are voting in person or by proxy at a meeting duly called for this purpose.

5. Specific Assessments: The Board of Directors may levy Specific Assessments against individual Owners (a) for the purpose of paying for the costs of any construction, reconstruction, repair, or replacement of any damaged component of the Shared Elements, or any monument, landscaping, detention pond, or other thing maintained by the Association, which is occasioned by the acts of individual Owner and not the result of ordinary wear and tear; or (b) for the payment of fines, penalties, or other charges imposed against an individual Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules or regulations promulgated hereunder. Failure of the Board of Directors to exercise its authority under this section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Directors' right to exercise its authority under this section in the future with respect to any expenses. The Board of Directors may also specifically assess Owners for the following Association expenses: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Townhomes, may be assessed equitably among all Lots according to the benefit received. Upon establishment of a Specific Assessment under this section, the Board of Directors shall send written notice of the amount and due date of such Specific Assessment to the affected Owner at least thirty (30) days prior to the date such specific assessment is due.
6. Notice and Quorum for Any Action Authorized Under Sections 2, 3, 4 or 5 of this Article: Written notice of any meeting called for the purpose of taking any action authorized under Section 2, 3, 4 or 5 of this Article shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
7. Date of Commencement of Annual Assessments; Due Date of Assessments. The Board, by majority vote of its directors, will set the dates such assessments become due and may provide for collection of assessments annually, semiannually, quarterly or in monthly installments; provided, however, that upon default in the payment of any one or more installments, the

entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of that annual Assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum and shall constitute a lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in which event the Owner shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. No Owner may waive or otherwise escape liability for the Assessment provided for herein by abandonment of his Lot, non-use of the Shared Elements or otherwise.
9. Subordination of the Lien to Mortgages: The lien of a mortgage, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

1. Creation of the Architectural Control Committee: The Architectural Control Committee shall be the Board of Directors of the Association or its designates. In all matters, a majority vote shall govern. Once a decision is made by the Association's Architectural Control Committee, further approval is required by the KHCSA Architectural Control Committee before work may commence. Appeals for adverse decisions may be made to the KHCSA Architectural Control Committee.
2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property or any of the Units thereon, nor shall any exterior addition, change, or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to

surrounding structures and topography by the Association's Architectural Control Committee.

3. Approval or Disapproval of Applications. The Architectural Control Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed.
4. Procedure of Architectural Control Committee: Unless the Board designates otherwise, the procedures required herein shall mirror those set forth in the KHCSA Declaration of Covenants and Restrictions for the KHCSA Architectural Control Committee.
5. Automatic Approval. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic and such plans may be taken to the KHCSA Architectural Control Committee by the applicant for approval. The terms "building" or "improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence, driveway, or parking area, or any such activity undertaken subsequent to initial construction.
6. Licensing Requirements: All construction by any Owner shall be performed by a licensed contractor or licensed builder.
7. Liability of Architectural Control Committee: No approval of plans, location, or specifications, shall ever be construed as representing or implying that such plans, specifications, or standards will, if followed, result in a properly designed residence or improvement. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a workmanlike manner. The Architectural Control Committee shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under this Declaration nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions and does hereby hold the Architectural Control Committee harmless for any failure thereof caused by the Owner's architect or builder.
8. Liability of the Board of Directors and Association: Neither the Board of Directors, the Association, nor any representative thereof, nor his successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any such plans and specifications. Every person,

corporation, partnership, or organization which submits plans and specifications to the Board of Directors or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Lot or an interest therein, that it will not bring any action, proceeding, or suit against the Board of Directors, the Association, or any representative to recover any such damages. The Board of Director's and Association's approval of any plans, specifications, landscaping, or elevations or any other approvals or consents are given solely to protect and preserve the appearance of the Property, and shall not be deemed a warranty, representation, or covenant that the proposed work complies with any applicable laws, rules, or regulations or any standard of due care regarding structural design.

ARTICLE V - MAINTENANCE

1. Landscaping Maintenance: Unless otherwise stated below, all Owners shall keep his Lots, whether occupied or unoccupied, free of all trash, rubbish, and other debris and shall keep all Lots in a neat attractive condition. Each Owner shall be responsible for maintaining his Townhome property. No landscaping shall be planted or permanently installed or removed within the boundaries of any Lot without the approval of the Association.
2. Easement for Landscaping: The Association is hereby granted an exclusive easement for the purpose of performing landscaping maintenance on the Shared Elements of each Lot. The amount, manner and maintenance of said landscaping shall be in the Association's discretion and in accordance with the document entitled "Shadowwalk Homeowners' Association Maintenance Standards," subject to the approval of KHCSA.
3. Exterior Maintenance: Responsibility for exterior maintenance on the Townhomes shall be assigned to either the individual Unit Owners or to each Building collectively. These assignments shall be recorded and maintained by the Board in a document entitled "Shadowwalk Homeowners' Association Maintenance Standards." This document shall be held with the other governing documents of the Association, shall be available to the Unit Owners upon request at no charge, shall be recorded at the Register of Deeds Office for Oconee County along with the Association's Declaration of Covenants, Conditions and Restrictions, and a copy shall be mailed to each new Unit Owner upon the purchase of a Unit within the Association.
 - a. Easement: In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at reasonable times to perform maintenance as provided in this Article. In the event that the Association determines that any maintenance which is the responsibility of the

occupant, family, guest, invitee, or lessee of an Owner, then the Association may perform such maintenance and all costs thereof not covered by insurance shall be assessed against the Owner as a Specific Assessment.

- b. Interior Maintenance: All maintenance and repair of the interior of each Townhome shall be the sole responsibility of the Owner thereof. Such maintenance obligation shall include, without limitation, the following: prompt removal of litter and waste; keeping improvements, stoops, decks, patio areas, and exterior lighting in neat and working condition; and complying with all governmental health and police requirements. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligations hereunder, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving Owner of such Townhome at least fourteen (14) days' notice and an opportunity to correct the unsatisfactory condition (except in the event of an emergency situation, in which case no notice and opportunity shall be required), to enter upon such Townhome or appurtenance and correct the unsatisfactory condition. The Owner of the Townhome with respect to which such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the other Assessments and charges provided for in this Declaration. In addition, all such costs shall be paid to the Association by such Owner at the same time as the next due Annual Assessment payment, or at such other time, and in such installments, as the Board of Directors shall determine.

4. Party Walls in Townhomes

- a. That between Units 150-A and 150-B, and 150-B and 150-C, as shown and more fully described on a Plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, P.E. and L.S. #4682, dated September 10, 1987, recorded on October 24, 1987, in Plat Book P-51 at Page 159, records of Oconee County, South Carolina, the said Units shall be subject to an easement for the erection and maintenance of a common wall of four inches (4") in width for the sole purpose of erecting and maintaining a common Party Wall of a total of eight inches (8") in width, together with the necessary footings to support the same.
- b. That between Units 153-A and 153-B, and 153-B and 153-C, as shown and more fully described on a Plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, P.E. and L.S. #4682, dated September 2, 1987, revised on December 2, 1987, recorded on

December 9, 1987, in Plat Book A-15 at Page 8, records of Oconee County, South Carolina, the said Units shall be subject to an easement for the erection and maintenance of a common wall of four inches (4") in width for the sole purpose of erecting and maintaining a common Party Wall of a total of eight inches (8") in width, together with the necessary footings to support the same.

- c. That between Units 164-A and 164-B, 164-B and 164-C, and 164-C and 164-D as shown and more fully described on a Plat of Shadowalk Enterprises, Inc., prepared by R. Jay Cooper, P.E. and L.S. #4682; dated May 28, 1987, recorded on May 29, 1987, in Plat Book A-8 at Page 2, records of Oconee County, South Carolina, the said Units shall be subject to an easement for the erection and maintenance of a common wall of four inches (4") in width for the sole purpose of erecting and maintaining a common Party Wall of a total of eight inches (8") in width, together with the necessary footings to support the same.
- d. The said easement, and the benefits and burdens imposed herein, shall annex to and run with the land and shall be binding upon the parties hereto, his heirs, executors, administrators, and assigns, and upon any successor Owner of said properties, and it is further declared that this agreement shall be perpetual and at all times construed as a covenant running with the land.
- e. Each Owner and successive Owner, for themselves, his heirs, successors, executors, administrators, and assigns, of said Lot or Lots shall own that portion of the common wall extended upon his Property, and shall be responsible for the maintenance thereof equally with the Owner of the adjoining Lot, and in the event of destruction by fire, or other unavoidable casualty, the Owner of said wall shall rebuild the said wall forthwith and the cost of rebuilding such wall shall be borne equally by the parties, or his heirs, successors, executors, administrators and assigns.
- f. The destruction or damage to the common wall occasioned by the negligence, neglect, willfulness or intent of any Property Owner, shall subject the Owner to the full cost of repair and restoration for such common wall. This shall apply both to the parties' hereto, his heirs, successors, administrators, executors, assigns and also to any future Owner, his heirs, successors, administrators, executors, and assigns. In the event that it becomes necessary to rebuild or repair the common wall as described herein, it shall be erected on the same location, on the same line and be of a comparable size, material and of like quality with the original wall that was constructed.
- g. Each wall which is built as part of the original construction of the dwelling upon the properties and placed on the dividing line between Lots or dwelling shall constitute a

Party Wall, and to the extent not inconsistent with the provisions of this agreement, the general rules of law regarding Party Walls and of liability for properties damaged due to negligent or willful acts or omissions shall apply thereto.

- h. No audio equipment device shall be fastened to a party or common wall so as to create noise or disturbance to the adjoining properties.
- 5. Each Owner of any portion of the Property described in Exhibit A shall maintain sufficient fire and casualty insurance to rebuild the premises in the event of the total or partial destruction of any improvement thereon, by reason of such casualty. Further, within a reasonable time after any such total or partial destruction of any portion of the premises by reason of fire, wind, or other similar casualty, the Owner of such damaged or destroyed premises shall cause to be removed therefrom any debris, trash or building components damaged or rendered unsightly by such destruction. Within ninety (90) days after receipt of the insurance policy proceeds, the Owner shall be required to use such proceeds to begin the rebuilding of the improvements located on the premises. Any replacement structure placed upon the premises shall require the approval of the Architectural Control Committee and shall be reasonably similar in design and architecture as the adjoining structures. Further, after such consent of the Architectural Control Committee, such replacement or repaired structure shall be of similar workmanship and materials as the adjoining structures. It is the intent and purpose of this restriction to ensure that all structures built upon the Property in this Development shall be of similar design, quality of workmanship, and quality of materials substantially the same or better than the adjoining structures. In addition, no structure rebuilt on said premises shall be of a design of which would create a dwelling of greater height or width and depth than the structure it replaces.
- 6. Each Owner is to maintain the outward appearance of his Townhome and Lot in such a fashion as not to detract from the other Townhomes and Lots.

ARTICLE VI - INSURANCE

- I. Townhomes: Each Owner, by virtue of taking title to a Lot subject to this Declaration, acknowledges that he as the Unit owner must provide an all-risk casualty insurance policy, equal to the full replacement value of the Townhome, covering the structure constructed thereon including all exterior elements, as well as a liability policy covering damage or injury occurring on his Townhome and/or Lot.
 - a. The insurance policy maintained shall contain a Replacement Cost Endorsement providing for replacement of a Townhome from insurance loss proceeds.

- b. Premiums for the hazard insurance policy shall be the responsibility of each individual Owner.
- c. Each Owner shall deliver to the Board or its designee a copy of the hazard insurance policy for his Unit by January 1 of each year.
- d. If an Owner neglects to deliver such proof of insurance, the Association may, but is not required to, take out a policy for that Unit which satisfies the requirements listed herein, and the expense for such policy shall be charged to and collectible from the Unit's Owner in the same manner and to the same extent as provided for Annual, Special, and Specific Assessments in Article III. The lien for Assessments for insurance premiums shall be subordinate to the lien of any first mortgage in the same manner provided for Annual, Special, and Specific Assessments.
- e. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be canceled by the carrier without first giving the Association and Owner's mortgagee, if any, ten (10) days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Owner, member of the Owner's family, the Association, its officers, agents, and employees, as well as a waiver of the "pro rata" clause.
- f. Also, the Association may levy in any calendar year a Special Assessment for the purpose of defraying the cost of construction, reconstruction, repair, or replacement of a building or buildings containing Townhomes, to the extent that insurance proceeds under an insurance policy containing a replacement cost endorsement are insufficient to pay all costs of said construction, reconstruction, repair, or replacement to as good a condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.
- g. The Association has no obligation to provide any insurance for any personal property, affects, household goods, or other items located within a Townhome. Each Owner acknowledges that they have been advised that it is his responsibility to obtain appropriate insurance coverage on his personal property and interior finishes, including, but not limited to, appropriate contents coverage in an amount to be determined by the Owner.

ARTICLE VII- RESTRICTIONS

1. **KHCSA Restrictions:** All applicable sections of the revised restrictive covenants for KHCSA dated July 3, 2018, as amended, shall apply to the properties specified in Exhibit A

of this Declaration, except the minimum size and setback requirements shall be as they physically exist as of the date of this Declaration.

2. Access to Lots: The Association, its agents or employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Shared Elements, or facilities situate upon such Lot which serve another Owner's Lot. Further, in case of any emergency originating in improvements located on a Lot which imminently threatens to cause damage to the improvements on the Lot sharing a common Party Wall with such Lot, regardless of whether the Owner is present at the time of such emergency, the Association, or any other person authorized by it, shall have the right to enter the improvements on any Lot for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate and shall not be considered a trespass.
3. Regulations: Reasonable regulations governing the use of the Shared Elements and the external appearance of all structures erected on the Lots may be made and amended from time to time by the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Owner by the Association upon request.
4. Compliance: In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated by the Association, the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately upon demand.

ARTICLE VIII - SPECIAL RESTRICTIONS AFFECTING SHARED ELEMENTS

1. Purpose: It shall be the intent and purpose of this Declaration to maintain and enhance the Shared Elements and Development.
2. Association's Rights to Protect Land: The Association shall have the right to protect the Shared Elements from erosion by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading, or other means deemed expedient or necessary by Association. The right is likewise reserved to the Association to take necessary steps to provide and ensure adequate drainage ways in the Shared Elements.

3. Association's Right of Entry: The Association reserves unto itself, its successors, and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in the Shared Elements. These reservations and rights expressly include the right to cut any trees, bushes or shrubberies, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Such rights may be exercised by any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.
4. Prohibition Against Dumping: No dumping of trash, garbage, sewage, or sawdust shall occur and no unsightly or offensive material shall be placed upon the Shared Elements, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Shared Elements.
5. Association's Actions Permissive: Where the Association is permitted by this Declaration to correct, repair, clean, preserve, clear out, or do any action on the restricted Property, entering the Property and taking such action shall not be deemed a breach of this Declaration.

ARTICLE IX - GENERAL PROVISIONS

1. Enforcement: The Association, the or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of incorporation, or Bylaws of the Association. In the event that the Association or any Owner resorts to litigation to remedy a violation of this Declaration, such Owner or the Association, as applicable, shall be entitled to recover court costs, attorney's fees, and expenses incurred in connection therewith, which costs, fees, and expenses may be levied as a Specific Assessment against the offending Owner's Lot. Failure by the Association or by any Owner to enforce any covenant or restriction here in contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety, and animal control officers come on the Property to facilitate the enforcement of the laws, codes, and ordinances of any governmental authority.

In addition to the remedies set forth herein, the Association may, after providing the Owner with notice of the violation and further giving the Owner a reasonable opportunity to cure the violation, levy a reasonable fine against the Owner as determined by the Board of Directors, not to exceed \$100.00 per day until the violation is cured. The total amount of any such unpaid fine together with attorney fees and costs

shall constitute a lien against the lot and the Association may thereafter bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot as prescribe by the laws of the State of South Carolina.

2. Unintentional Violation: The Association shall have the authority to wave any unintentional violations of this Declaration, Conditions or Restrictions.
3. Severability: Invalidation of any of: of this Declaration or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
4. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This document may be amended by an instrument signed by a majority of the Owners of the Townhomes, agreed to by the KHCSA Board of Directors, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina, which document agrees to change this Declaration in whole or in part.

EXHIBIT A - LEGAL DESCRIPTION

Shadowwalk Townhomes consist of all real property described as Lots: 150-A, 150-B, 150-C, 153-A, 153-B, 153-C, 164-A, 164-B, 164-C, and 164-D of Keowee Harbours including the buildings and improvements thereon. The buildings are of the "Townhouse" concept and may have units joined together, although each unit is intended to be occupied and used as a single family unit. The property is located in Keowee Harbours Development and Shadowwalk, Oconee County, South Carolina.

EXHIBIT B - SHA MAINTENANCE STANDARDS

Shadowwalk Homeowner's Association, Inc.

I. Roof

Maintenance Standard	No leaks. Clear debris & leaves. Replace missing or damaged shingles.
Homeowner Responsibility	Clear debris twice a year, spring & fall. Inspect shingles. Replace/repair as needed.
Building Responsibility	Replace entire building roof when warranty expires or when the majority of building's units agree a repair is needed.
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

II. Siding, Painting, and Exterior Surface Elements (Excluding Roofs)

Maintenance Standard	No peeling paint. No mildew. No rot.
Homeowner Responsibility	Inspect for peeling paint or siding rot or damage, Clean, repair and/or replace as needed in keeping with maintenance standards.
Building Responsibility	Repaint when the majority of building's units agree it is needed.
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

Gutters

Maintenance Standard	Keep clear and in good repair.
Homeowner Responsibility	Clean gutters twice a year, spring & fall. Inspect for needed repairs. Replace/repair as needed.
Building Responsibility	None
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

III. Landscaping

Maintenance Standard	Maintain landscaping in neat, tidy and safe manner. Remove debris & leaves. Maintain positive visual for building.
Homeowner Responsibility	Yards, front and back, to be maintained in a tidy and safe manner with no negative impact on the building. Each individual Unit Owner to bear the responsibility for
<u>g Responsibility</u>	
<u>Shadowwalk Responsibility</u>	

Homeowner Responsibility (con't)	his/her/their own property maintenance.
All Shadowwalk Responsibility	None
KHCSA Responsibility	Maintain the Leisure Trail in a safe and tidy manner. Maintain the KHCSA Community property between Shadowwalk buildings #150 and #153 by weeding and cutting plantings once per year. To cut grass and remove fallen debris on KHCSA-owned property in Shadowwalk area in the same manner that KHCSA maintains landscaping on KHCSA-owned property elsewhere In Keowee Harbours.

IV. Retaining Walls

Maintenance Standard	Keep in reasonable repair; do not allow retaining walls to weaken or collapse.
Homeowner Responsibility	Inspect annually. Repair or replace portion belonging to individual homeowner: <ul style="list-style-type: none"> • 150 A - Wall along homeowner's parking place • 150 B - Wall on right along parking extension • 150 C - Walls on homeowner's property • 153 A-C - Walls on homeowners' property • 150 A-C & 153 A-C - Together maintain mailbox wall & mailboxes
Building Responsibility	164 A-D repair and replace as needed all retaining walls, egress and ingress sidewalks, and outside steps for building access.
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

V. Walkways and Entrances

Maintenance Standard	No peeling paint; no rotting or damaged wood; no loose or missing boards. Maintain safe and functional walkway. Keep walkway clear of obstructions.
Homeowner Responsibility	Inspect annually· replace or repair as needed
Building Responsibility	None
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

VI. Decks, front & back

<u>Maintenance Standard</u>	<u>Safe and in good repair.</u>
<u>Homeowner Responsibility</u>	<u>Inspect annually.</u>

	Repair, replace, and stain as needed.
Building Responsibility	None
All Shadowwalk Responsibility	None
KHCSA Responsibility	None

VII. Street Paving

Maintenance Standard	Maintain in good repair. No potholes. Maintain shoulder stability.
Homeowner Responsibility	None.
Building Responsibility	None for first needed paving. For second needed paving: <ul style="list-style-type: none"> • 164 A-D - Responsible for Landfall Lane. • 150 A-C and 153 A-C - Responsible for Deckhouse Lane past curve.
All Shadowwalk Responsibility	None
KHCSA Responsibility	As outlined in SUPPLEMENTAL AGREEMENT FOR MAINTENANCE OF DECK HOUSE LANE in KHCSA's 2018 Covenants and SHA's 2019 Covenants.

Notes:

- Shadowwalk Homeowner's Association, Inc., does not own any land. The areas of land within the Shadowwalk development that are not owned by the individual townhome owners are owned by KHCSA, as shown on the attached Oconee County GIS map and associated property card with owner and parcel information. These five parcels all have the TMS number 111-17-01-103.
- Disputes as to whether a repair or replacement is needed that cannot be resolved at the building level will be elevated to the SHA Board per the SHA Declaration of Covenants, Conditions and Restrictions, as amended.

KHCSA-Owned Property in the Area of the Shadowwalk Townhomes

*Areas with an angular hook shape  and shaded in blue are owned by KHCSA.

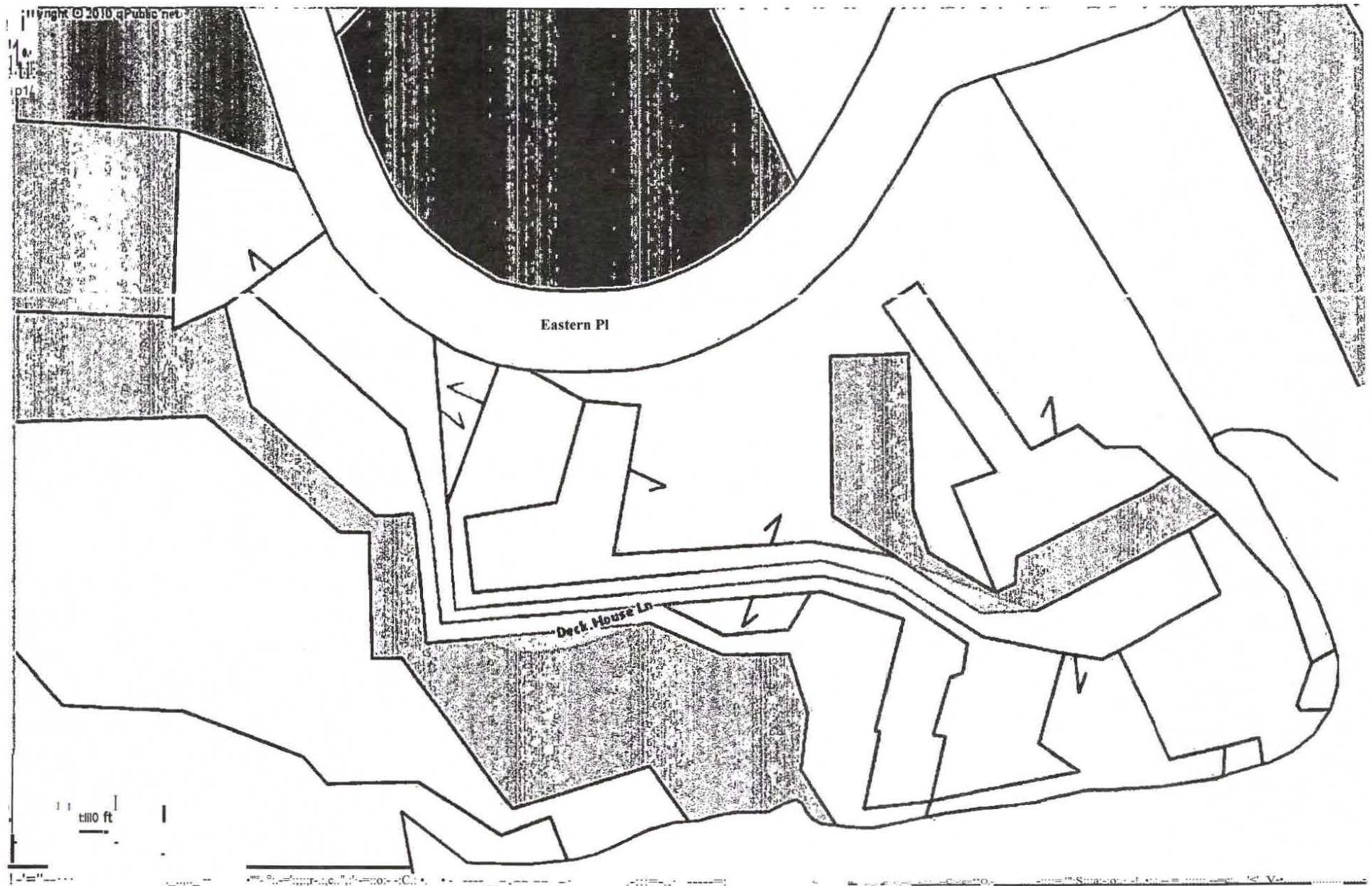


EXHIBIT C - SUPPLEMENTAL AGREEMENT FOR MAINTENANCE OF DECK HOUSELANE

This Supplemental Agreement for the Maintenance of Deck House Lane ("Supplemental Agreement") between the Association and the Shadowwalk Homeowners Association (SHA) is entered into with the aim of providing clarity and certainty regarding maintenance and insurance responsibilities over Deck House Lane. Deck House Lane is part of the Shadowwalk townhome development within Keowee Harbours and is not part of the "common property" of the Association, since it crosses over land owned by the Owners of Lot 1, Lot 150-C, Lot 153-A, Lot 153-B and Lot 153-C. Furthermore, Deck House Lane is the only road allowing access to Lot 1, which is not part of the Shadowwalk development.

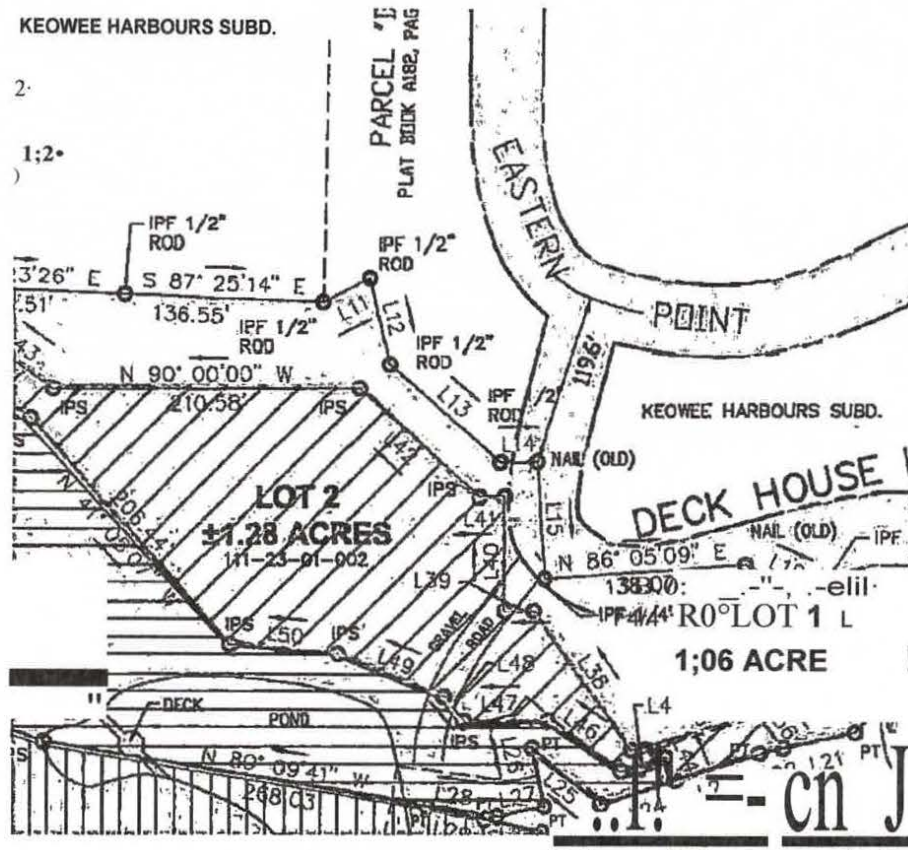
With the understanding that Deck House Lane is not common property, but is the only access to Lot 1, the Association covenants and agrees to maintain a portion of Deck House Lane as follows:

- (1) The next time (subsequent to the date of this Agreement) that the Association repaves the Association-owned roads within Keowee Harbours, it will also repave all of Landfall Lane and Deck House Lane up to the parking areas.

After this full repaving, which shall be paid for by the Association, the division of responsibility outlined below in subparagraph (2) shall govern the maintenance of Deck House Lane.

- (2) Portion to be maintained by the Association.

The portion of Deck House Lane to be maintained by the Association shall begin where Deck House Lane meets Eastern Point, and shall run along Deck House Lane southward to the 1/4" iron pipe located where Deck House Lane meets the southernmost corner of the gravel driveway entering onto Lot 1, thus fully encompassing the driveway entrance, and shall end in a straight line from this iron pipe straight across Deck House Lane in a northeasterly direction so as to create a 45 degree angle in between the edges of Lot 1. See picture below for reference:



(3) Insurance.

Insurance over entirety of Deck House Lane shall be the responsibility of the SHA and/or the individual lot owners over whose land Deck House Lane runs.

(4) Limitation of liability.

In exchange for the Association's agreement to maintain this portion of Deck House Lane, SHA and the owners of Lot 1, Lot 150-C, Lot 153-A, Lot 153-B and Lot 153-C agree to indemnify the Association for any damages arising from the Association's exercise of its maintenance obligations under this Supplemental Agreement, except in relation to matters as to which the Association shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence in the performance of its obligations under this Supplemental Agreement.

SHADOWWALK COVENANT AMENDMENT

6/01/20

EDITED ABOVE FROM THE PDF ORIGINAL OF MAY 1, 1994, WITH AMENDMENT OF MAY 29, 2019 AS DOWNLOADED FROM THE CAROLINAMOVES PORTAL. TEXT CHANGES PER THE ASSOCIATION VOTE AND 60% PASSAGE OF THE SHADOWWALK COVENANT AMENDMENT OF JUNE 1, 2020. COPY OF AMENDMENT ATTACHED. ELECTRONIC COPIES PROVIDED TO CURRENT MEMBERS OF THE KHCSA BOARD AND SHA BOARD. PRINTED COPY PROVIDED TO CURRENT KHCSA SECRETARY. ALL DOCUMENTATION POSTED WITH THE OCONEE COUNTY CLERK OF DEEDS AND THE CAROLINAMOVES PORTAL.



GARY. L. FRABLE
SHADOWWALK BOARD SECRETARY

SHADOWWALK COVENANT AMENDMENT

6/01/20

SHADOWWALK AMENDMENT REQUEST #1:

LOCATION IN ORIGINAL COVENANT #1:

ARTICLE I – DEFINITIONS, 2. Assessments, b:
Operating Assessments, Page 3 of 26.

ORIGINAL TEXT #1:

- b. **"Operating Assessments"** shall mean the uniform assessments charged to each Lot Owner by the Association for items and expenses that are enjoyed by all Lot Owners in equal measure, as determined by the SHA Board, and shall include at minimum landscaping, accounting, professional property management, and legal fees.

REQUESTED AMENDMENT TEXT #1

- b. **"Operating Assessments"** shall mean the uniform assessments charged to each Lot Owner by the Association for items and expenses that are enjoyed by all Lot Owners in equal measure, as determined by the SHA Board, and shall include at minimum accounting, professional property management, and legal fees.

EXPLANATION #1:

The Board has received 2020 Landscaping Service Bids with costs which would require the doubling (or more) of the current Budget Funds for that service. Association Members have voiced their objection to an equal increase in their Quarterly Dues/Fees. Thus the Board wishes to delete this service from the Covenant allowing Association Members to seek their own remedies. The SHA Board requests the removal of the word "landscaping" from the minimum of services.

SHADOWWALK COVENANT AMENDMENT
6/01/20

SHADOWWALK
AMENDMENT REQUEST
#2: LOCATION IN
ORIGINAL COVENANT #2:

ARTICLE V – MAINTENANCE, Landscaping Maintenance; Page 11 of 26.

ORIGINAL TEXT #2:

1. Landscaping Maintenance: whether occupied or unoccupied, free of all trash, rubbish, and other debris and shall keep all Lots in a neat attractive condition. Each Owner shall be responsible for maintaining the backyard behind his Townhome and the Association shall maintain the landscaping in the front yards. No landscaping shall be planted or permanently installed or removed within the boundaries of any Lot without the approval of the Association.

REQUESTED AMENDMENT TEXT #2

1. Landscaping Maintenance: whether occupied or unoccupied, free of all trash, rubbish, and other debris and shall keep all Lots in a neat attractive condition. Each Owner shall be responsible for maintaining his Townhome property. No landscaping shall be planted or permanently installed or removed within the boundaries of any Lot without the approval of the Association.

EXPLANATION #2:

The Board has received 2020 Landscaping Service Bids with costs which would require the doubling (or more) of the current Budget Funds for that service. Association Members have voiced their objection to an equal increase in their Quarterly Dues/Fees. The SHA Board wishes to transfer the maintenance responsibility of the front yard from The Association to the individual Unit Owner in order to better manage Association Dues/Fees.

SHADOWWALK COVENANT AMENDMENT

6/01/20

SHADOWWALK AMENDMENT REQUEST #3:

LOCATION IN ORIGINAL COVENANT #3:

EXHIBIT B - SHA MAINTENANCE STANDARDS, Shadowwalk Homeowner's Association, Inc., January 30, 2019, III. Landscaping, Page 22 of 27.

ORIGINAL TEXT #3:

Homeowner Responsibility Backyards to be maintained in tidy and safe manner with no negative impact on building.

All Shadowwalk Responsibility Front yards to be maintained through landscaping contract:

- Clear leaves and other plant debris twice per month
- Trim shrubbery four times per year
- Remove plant debris from designated spot once per month

REQUESTED AMENDMENT TEXT #3

Homeowner Responsibility, yards: front and back, to be maintained in a tidy and safe manner with no negative impact on the building. Each individual Unit Owner to bear the responsibility for his/her/their own property maintenance.

EXPLANATION #3:

The Board has received 2020 Landscaping Service Bids with costs which would require the doubling (or more) of the current Budget Funds for that service. Association Members have voiced their objection to an equal increase in their Quarterly Dues/Fees. The SHA Board wishes to transfer the maintenance responsibility of the front yard from The Association to the Owner in order to better manage Association Dues/Fees.

SHADOWWALK COVENANT AMENDMENT
6/01/20

I/We hereby acknowledge the receipt of the above three (3) requested amendments to the Shadowwalk Covenant. By my signature, as captured by electronic means, I hereby certify that I understand and agree to the three (3) amendments as written. As per the terms of the SHA Covenant my signature signifies a YES vote cast by my/our Unit. I will receive an email confirmation of my signature.

X	May 26, 2020	150 A
SHA ASSOCIATION MEMBER	DAT	UNIT NUMBER

DAT
E

150 A
UNIT NUMBER

X	150 B
SHA ASSOCIATION MEMBER	UNIT NUMBER

DATE

150 B
UNIT NUMBER

X		150 C
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

DATE

UNIT NUMBER

X	<i>Tim LaVictoire</i>	May 27, 2020	153 A
SHA ASSOCIATION MEMBER		DAT	UNIT NUMBER

DAT
E

153 A

UNIT NUMBER

X		153 B
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

DAT
E

153 B
UNIT NUMBER

3

SHADOWWALK COVENANT AMENDMENT
6/01/20

I/We hereby acknowledge the receipt of the above three (3) requested amendments to the Shadowwalk Covenant. By my signature, as captured by electronic means, I hereby certify that I understand and agree to the three (3) amendments as written. As per the terms of the SHA Covenant my signature signifies a YES vote cast by my/our Unit. I will receive an email confirmation of my signature.

K		153 C
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

Nancy T Ramsey		164 A
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

	Jun 1, 2020	164 B
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

<i>Bob Bishop</i>		
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

<i>Patricia M. Learnard</i>	05/26/2020	164 C
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

x <i>Gary L Frable</i>	May 26, 2020	164 D
SHA ASSOCIATION MEMBER	DATE	UNIT NUMBER

FILED IN DEEDS COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2020 JUN -3 PM 2:00