

The Quarry

**Amended By-Laws  
of  
The Amberly Homeowners Association, Inc.**

By these presents, The Amberly Homeowners Association, Inc. (hereafter "the Association"), a South Carolina non-profit corporation in good standing, chartered on April 26, 1985, by filing a *Declaration and Petition for Incorporation* with the South Carolina Secretary of State, hereby amends its *By-Laws* dated April 26, 1985.

The developer of the subdivision, as the Declarant, filed its *Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* (the "Covenants") on April 26, 1985, in the Office of the Register of Deeds for Lexington County in Deed Book 723, Pages 107-130. The developer assigned all of its rights, privileges and authority under the *Covenants* to the Association by *Merger* filed with the South Carolina Secretary of State on January 3, 1992.

The Association filed a *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* (the "Amended Covenants") on October 15, 2018, in the Office of the Register of Deeds for Lexington County in Book 20350, Pages 1-18.

The Association originally adopted *By-Laws* on April 26, 1985, and amended them on December 17, 1998. These *By-Laws* were not required to be recorded in the public records until the enactment of the *South Carolina Homeowners Association Act* (§27-30-110, *et seq.*, *Code of Laws of South Carolina, 1976* (as amended) on May 17, 2018. The Association now adopts these *Amended By-Laws* to be a "governing document" pursuant to *Code §27-30-120*.

**Article I  
Name and Location**

The name of the non-profit corporation is "The Amberly Homeowners Association, Inc.", hereinafter referred to as the "Association". The mailing address for official correspondence is 109 Hillshire Court, Columbia, South Carolina, 29212. The meetings of Members, Directors and Officers may be held at such places within the State of South Carolina as may be designated by the Board of Directors (the "Directors").

**Article II  
Definitions**

**Section 1.** "Association" shall mean and refer to The Amberly Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 2.** "The Properties" shall mean and refer to all real property, including lots and common areas, as are subject to the *Declaration of Covenants, Restrictions,*

*Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* (the "Covenants") on April 26, 1985, in the Office of the Register of Deeds for Lexington County in Deed Book 723, Pages 107-130; and as amended by the *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* (the "Amended Covenants") on October 15, 2018, in the Office of the Register of Deeds for Lexington County in Book 20350, Pages 1-18.

**Section 3.** "Common Area" shall mean and refer to those areas of land shown on any subdivision map for the Properties or by any other means so designated. Such areas are expressly intended to be devoted to the common use and enjoyment of Members of the Association as herein defined and are not dedicated for use by the general public.

**Section 4.** "Lots" shall mean and refer to any plot of land, with such improvements thereon, intended and subdivided for patio home use, shown on any subdivision map of the Properties, but shall not include Common Areas as herein defined.

**Section 5.** "Patio Homes", as used herein or in any other document pertaining to the sale of real property in the subdivision, shall be synonymous with the term "Lot(s)" as defined herein.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title of any Lot, and shall also refer to the heirs, successors and assigns of any Owner; *provided, however, that this word shall not refer to any mortgagee or holder that has acquired title pursuant to foreclosure or any proceedings *in lieu* of foreclosure.*

**Section 7.** "Member" shall mean and refer to every person or entity who is an Owner of any Lot. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

**Section 8.** "Covenants" shall mean and refer to the *Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development*, as amended by the *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* as defined in Section 2 herein.

**Section 9.** "Officers" shall mean and refer to those persons elected under Article V herein to hold an office in the Association. The duly-elected Officers shall constitute the Association's "Board of Directors" and "Executive Committee" pursuant to Article IV Section 3 of the Covenants.

### **Article III** **Membership in the Association**

**Section 1.** Every Owner of a Lot which is subject to the Covenants and to assessment by the Association shall be a Member of the Association.

**Section 2.** The rights of each Member are subject to the payment of annual and special assessments levied by the Association.

**Section 3.** a. The membership rights of any person, whose interest in the properties is subject to assessment under the *Covenants*, may be suspended by action of the Executive Committee during the period when the assessments remain unpaid; but, upon payment of such assessments in full, that person's rights and privileges shall be automatically restored. The Member may request a hearing before the Executive Committee to defend the alleged default and the President shall schedule such hearing as expeditiously as possible.

b. If the Executive Committee adopts and publishes written rules and regulations to govern the use of the Common Area and facilities, and the personal conduct of any Member or guest thereon is deemed to violate such rules and regulations, the Executive Committee may, in its sole discretion, suspend the rights of use of any such person for a period not to exceed thirty (30) days. The Member may request a hearing before the Executive Committee and the President shall schedule such hearing as expeditiously as possible.

#### **Article IV** **Meetings of Members**

**Section 1. Annual Meetings.** The Association shall hold a meeting of Members every year, to be conducted by the President in accordance with the *Covenants*, the *By-Laws*, and *Robert's Rules of Order*. The Executive Committee shall schedule these meetings. These meetings shall be conducted in person, unless a majority of the Executive Committee deems that the meeting may be held in an alternate manner.

**Section 2. Special Meetings.** The Members may be called at any time for a Special Meeting by the President or upon written request of one-fourth (1/4) of the Members who are entitled to vote.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by the Secretary or other person authorized to call the meeting, by physically distributing, e-mailing, or USPS mailing of a copy of such notice (postage prepaid) at least **Fifteen (15) days** before such meeting to each Member entitled to vote. The notice shall be addressed to the Member's address then appearing on the books of the Association or at an address supplied by a Member to the association for purpose of notice. Such notice shall specify the place, date and time of the meeting and, in the case of a Special Meeting, shall also specify the purpose of the meeting.

**Section 4. Quorum.** The presence at any meeting of one-fourth (1/4) of the Members who are entitled to vote, including proxies entitled to be cast as votes, shall constitute a quorum, i.e., a sufficient number of Members for binding action.

Section 5. Voting Rights. All Members who are currently entitled to vote may vote at any meeting; provided, however, that only one (1) vote per Lot may be cast.

Section 6. Proxies. At any meeting of the Members under this Article, each Member may vote in person or by proxy. All proxies shall be in writing; shall indicate the Member's vote on any issue; and shall be filed with the Secretary before the vote at any meeting. Every proxy shall be revocable. Every proxy shall automatically cease upon the conveyance of the Member's Lot.

## Article V Officers of the Association

Section 1. Enumeration of Officers. The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. These duly-elected Officers shall constitute the Board of Directors and the Executive Committee of the Association. The Association may combine any offices, e.g., Secretary and Treasurer, which will then be deemed to be a single office, and the Association may also create such other offices as a majority of the Members deems necessary, and which shall be elected in the same manner.

Section 2. Election of Officers. The Officers shall be elected at the first Regular Meeting of the Membership each year. The President shall declare that Officers shall be elected for the upcoming year and open the meeting for nominations from the floor for each office.

Section 3. Terms. The Officers shall be elected to serve for a term of one (1) year. An Officer may stand for re-election and the Association does not limit the number of terms any Officer may hold his/her office.

Section 4. Resignation and Removal. Any Officer may resign at any time by giving written notice, with effective date, to the Secretary. A resignation does not require approval by the Executive Committee. Any Officer may be removed from office with or without cause by a majority vote of the Executive Committee.

Section 5. Officer Vacancies. A vacancy in any office for any reason (death, resignation, removal, etc.) shall be filled by appointment by the Executive Committee for the remainder of the current term of vacating Officer.

Section 6. Dual Office Holding. No Officer shall simultaneously hold more than one (1) office; provided, however, that by definition, an Officer is a member of the Board of Directors and the Executive Committee and this shall not be deemed to be the holding of more than one office.

**Section 7. Duties.** The duties of the Officers are as follows:

**President.** The President shall preside at all Regular and Special Meetings of the Membership and at all meetings of the Executive Committee; shall see that the orders and resolutions of the Executive Committee are carried out; shall be the authorized signatory for all contracts and other written documents approved by the Board of Directors or Executive Committee; shall be a co-signer on all Association bank accounts; and shall perform such other duties as required by the Executive Committee.

**Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the absence of the President; and shall exercise and discharge such other duties as required by the Executive Committee.

**Secretary.** The Secretary shall keep the notes and minutes of all meetings and proceedings of the Executive Committee and the Members; shall maintain the corporate records and make same available for inspection; serve notices of meetings; maintain a current *Directory* of the Members with all contact information; and shall perform such other duties as required by the Executive Committee.

**Treasurer.** The Treasurer shall receive and deposit into the proper Association bank account(s) all monies received by the Association and share disburse such funds as directed by the Executive Committee; shall be a co-signer, with the President, on all Association bank accounts; shall keep proper books of account; and shall prepare an annual *Income Statement and Balance Sheet* and a proposed *Budget* for the upcoming year and deliver same to each Member prior to the first Regular Meeting of the Members each year; and shall perform such other duties as required by the Executive Committee.

**Article VI  
Committees**

The Executive Committee may, in its sole discretion, appoint an Architectural Control Committee composed of at least three (3) Members to operate in accordance with Article V of the *Covenants*. The Executive Committee may, in its sole discretion, appoint such other committees as it deems appropriate to carry out the Association purposes.

**Article VII  
Books and Records**

The books, records and papers of the Association, including, but not limited to, the *Articles of Incorporation*, the *Covenants*, and the current *By-Laws*, shall be maintained

by the Secretary and shall, at all reasonable times, be available for inspection by a Member. Copies of any documents shall be provided at a reasonable cost as established by the Executive Committee.

## **Article VIII** **Assessments**

The obligation of each Owner of each Lot to pay annual and special assessments is provided by Article IV of the *Covenants*, as amended. If any assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at the rate of Eight Percent (8%) *per annum*. The Association, though its Executive Committee, is authorized to take any and all actions necessary to collect all assessments, and may collect reasonable attorney's fees and all costs of collection. No Owner of a Lot may escape liability for any assessment levied by the Executive Committee by reason of nonuse of the Common Area or nonuse or abandonment of Owner's Lot.

## **Article IX** **Amendments and Controlling Authority**

**Section 1. Amendments.** These *By-Laws* may be amended at any Regular Meeting or Special Meeting of the Members, with appropriate quorum, by a majority vote of the Members present or by proxy.

**Section 2. Conflict between Documents.** In the case of any conflict between the provisions of the *Articles of Incorporation*, the *Covenants*, and the current *By-Laws*, the provisions of the *Covenants* shall be deemed to control.

## **Article X** **Fiscal Year**

The fiscal year of the Association, as established, begins on January 1 of each year and concludes on December 31 of the same year. The Executive Committee may amend the fiscal year in its sole discretion.

IN WITNESS WHEREOF, the current Board of Directors/ Executive Committee of The Amberly Homeowners Association, Inc. have executed this document on the 10 day of January, 2022, to be the controlling bylaws of the Association effective upon filing in accordance with the *South Carolina Homeowners Association Act*, §27-30-110, et seq., *Code of Laws of South Carolina*, 1976 (as amended).

Signatures on Following Page

OFFICERS

James Massalou  
James Massalou, President

Sue Bowersock  
Sue Bowersock, Vice-President

David E Belding  
David E. Belding, Secretary

Tommy Cobb  
Tommy Cobb, Treasurer

WITNESS

Carol P. Belding  
Carol P. Belding

PERSONALLY APPEARED before me, CAROL P. BELDING, a Member of the Association who, being first duly sworn, personally identified the Officers subscribing their names hereto and attested that she personally witnessed these Officers execute these By-Laws on January 10, 2022, at Columbia, South Carolina.

SWORN TO AND SUBSIBRIDED BEFORE ME THIS 10 DAY OF JANUARY, 2022.

Ruth E. Lackstrom  
Ruth E. Lackstrom  
Notary Public for South Carolina  
My Commission expires: 5/9/23

Carol P. Belding  
CAROL P. BELDING  
WITNESS

ORIGINAL

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10/13/2014 15:26:05:363  
REC FEE: \$24.00 ST FEE: \$0.00  
CD FEE: \$0.00 Pages: 19  
Lexington County R.O.D. Tina Guerry  
DECLARATION OF COVENANT BK:PD 2E350:1

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

SUPPLEMENTAL DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS FOR AMBERLY SUBDIVISION,  
A PATIO HOME DEVELOPMENT

THIS SUPPLEMENTAL DECLARATION is made this the 30th day of November, 2017, by **The Amberly Homeowners Association, Inc.**, a nonprofit corporation in good standing which was incorporated on April 26, 1985, by the Office of the South Carolina Secretary of State. This *Supplemental Declaration* amends and supersedes that *Declaration* made April 26, 1985, and filed in the Office of the Register of Deeds for Lexington County in Book 723 at Pages 107-130, by The Amberly Corporation, a corporation organized and then existing under the laws of the State of South Carolina, which was referred to therein as "Developer".

RECITALS

1. The Amberly Corporation, as Developer, was the original owner of the Amberly Subdivision in Lexington County near the Town of Irmo as shown on that *Final Subdivision Plat* dated October 4, 1984 (revised May 30, 1985) and recorded on the Register of Deeds Office in Plat Book 204-G at Page 34. The Developer desired to develop on said property a patio home development together with common lands and facilities for the sole use and benefit of the Owners of the patio homes to be located in such complex.
2. The Developer was desirous of maintaining design criteria, location plans, and construction specifications, and other controls to assure the integrity of the planned development.
3. Each purchaser of a Lot or patio home in the Amberly Subdivision was required to maintain and construct patio homes in accordance with the design criteria therein contained.
4. The Developer desired to provide for the preservation of the value and amenities in such Development and for the maintenance of such common lands and facilities and, to this end, desired to subject the Amberly Subdivision to the covenants, restrictions, easements, charges, and liens therein set forth, each and all of which was for the benefit of said property and each Owner thereof.
5. The Developer deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the Patio Home Development, administering and enforcing the covenant and restrictions and levying, collecting, and disbursing the assessments and charges hereinafter created.
6. The Developer caused to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, The Amberly Homeowner's Association, Inc., for the purpose of exercising the aforesaid functions.
7. On or about January 3, 1992, the Developer assigned all rights, privileges and authority under the *Declaration* to The Amberly Homeowner's Association, Inc., by means of a

Merger filed with the South Carolina Secretary of State. The Amberly Corporation ceased to exist as of January 3, 1992.

8. The Declarant herein is The Amberly Homeowner's Association, Inc., which approved and filed this *Supplemental Declaration of Covenants, Restrictions, Easement, Charges and Liens* in accordance with Article II Section 24(f) of the original *Declaration* filed in 1985. The Declarant desires to define and maintain the design criteria; location plans; construction specifications; use and architectural controls; and other controls to assure the integrity of the Development.

NOW, THEREFORE, the Declarant, The Amberly Homeowner's Association, Inc., hereby declares that the Amberly Subdivision shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

#### **ARTICLE I** **DEFINITIONS**

Section 1. The following words when used in this *Supplemental Declaration* (unless the context shall prohibit) shall have the following meaning:

- (a) "Association" shall mean and refer to The Amberly Homeowner's Association, Inc., its successors and assigns.
- (b) "The Properties" shall mean and refer to all property, including Lots and Common Areas, in the Amberly Subdivision as shown on that *Final Subdivision Plat* dated October 4, 1984 (revised May 30, 1985) and recorded on the Register of Deeds Office in Plat Book 204-G at Page 34. Such Properties as are subject to this *Supplemental Declaration*.
- (c) "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.
- (d) "Lot" shall mean and refer to any plot of land (and "Lots" to multiple plots of land) with such improvements as may be erected thereon, intended and subdivided for patio home use, shown on any subdivision map of the properties, but shall not include Common Areas as herein defined.
- (e) "Patio Homes" as used herein or otherwise referred to in any other document pertaining to the sale of property in the subject area shall be synonymous with the term "Lot" and/or "Lots", and is distinguished from the term "Patio House" as defined in Article III hereinafter.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure.

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

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COVENANTS, RESTRICTIONS, EASEMENTS,  
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2. The Developer was desirous of maintaining design criteria, location plans, and construction specifications, and other controls to assure the integrity of the planned development.
3. Each purchaser of a Lot or patio home in the Amberly Subdivision was required to maintain and construct patio homes in accordance with the design criteria therein contained.
4. The Developer desired to provide for the preservation of the value and amenities in such Development and for the maintenance of such common lands and facilities and, to this end, desired to subject the Amberly Subdivision to the covenants, restrictions, easements, charges, and liens therein set forth, each and all of which was for the benefit of said property and each Owner thereof.
5. The Developer deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the Patio Home Development, administering and enforcing the covenant and restrictions and levying, collecting, and disbursing the assessments and charges hereinafter created.
6. The Developer caused to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, The Amberly Homeowner's Association, Inc., for the purpose of exercising the aforesaid functions.
7. On or about January 3, 1992, the Developer assigned all rights, privileges and authority under the *Declaration* to The Amberly Homeowner's Association, Inc., by means of a

Merger filed with the South Carolina Secretary of State. The Amberly Corporation ceased to exist as of January 3, 1992.

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NOW, THEREFORE, the Declarant, The Amberly Homeowner's Association, Inc., hereby declares that the Amberly Subdivision shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

## **ARTICLE I DEFINITIONS**

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- (a) "Association" shall mean and refer to The Amberly Homeowner's Association, Inc., its successors and assigns.
- (b) "The Properties" shall mean and refer to all property, including Lots and Common Areas, in the Amberly Subdivision as shown on that *Final Subdivision Plat* dated October 4, 1984 (revised May 30, 1985) and recorded on the Register of Deeds Office in Plat Book 204-G at Page 34. Such Properties as are subject to this *Supplemental Declaration*.
- (c) "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.
- (d) "Lot" shall mean and refer to any plot of land (and "Lots" to multiple plots of land) with such improvements as may be erected thereon, intended and subdivided for patio home use, shown on any subdivision map of the properties, but shall not include Common Areas as herein defined.
- (e) "Patio Homes" as used herein or otherwise referred to in any other document pertaining to the sale of property in the subject area shall be synonymous with the term "Lot" and/or "Lots", and is distinguished from the term "Patio House" as defined in Article III hereinafter.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure.

Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

- (g) "Developer" shall mean and refer to The Amberly Corporation, a corporation formerly organized and existing under and pursuant to the laws of the State of South Carolina, which ceased to exist on January 3, 1992, and which originally developed the Properties.
- (h) "Declarant" shall mean and refer to The Amberly Homeowners Association, Inc., a nonprofit corporation organized on April 26, 1985, and existing under and pursuant to the laws of the State of South Carolina, and shall also refer to Declarant's successors and assigns in the preservation and maintenance of the Properties.
- (i) "Member" shall mean and refer to all those Owners who are Members of the Association, as provided in Article IV herein.
- (j) "Development", "Project", and "Community" shall all mean and refer to The Amberly Subdivision.
- (k) "Plans", "Specifications", "Elevations", "Exterior Designs" and such like terms shall refer to and encompass the plans, specifications, elevations and designs as well as setbacks, locations, etc., contained hereinafter in this *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development*.
- (l) "Declaration" shall mean and refer to the *Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* made April 26, 1985, and filed in the Office of the Register of Deeds for Lexington County in Book 723 at Pages 107-130.
- (m) "Supplemental Declaration" shall mean and refer to this *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development* made this 30<sup>th</sup> day of November, 2017, to be recorded in the Office of the Register of Deeds for Lexington County, and shall also refer to any amendment or modification thereof.
- (n) "Architectural Review Committee" shall mean and refer to that standing or *ad hoc* committee appointed by the Association's Board of Directors under Article VII, Section 2, to review and approve or disapprove proposed plans for construction upon Lot(s), as more fully prescribed in Article III and elsewhere herein.
- (o) "Executive Committee" shall mean and refer to that standing committee comprised of the Association's current elected officers, e.g., the President, Vice-President, Secretary and Treasurer.

## ARTICLE II USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this *Supplemental Declaration*.

Section 2. Subdivision of Lot. No Lot shall be subdivided except as hereinafter

provided, and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established except as provided herein.

Section 3. Increased Size of Lots. A Lot or Lots may be subdivided provided the effect is to increase the size of the adjoining Lot or Lots. In such cases, the Declarant may alter the building line to conform. Should the Owner of any Lot and /or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plan of the subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Declarant is first had and obtained. In such instances, the adjoining Lot Owner, or other Owners in the subdivision do not have the right to interfere with such lots rearrangement, such rights shall be exclusively that of the Declarant or any successors or assigns to whom the Declarant may expressly have transferred such rights, but the purchaser of any other Lot in the subdivision does not, by virtue of his status as a purchaser, become any such successor or assign.

Section 4. Alteration of Building Lines in the Best Interest of Development. Where because of the size, natural terrain, or any other reason in the opinion of the Declarant, it should be to the best interest of the Development that the building lines of any Lot should be altered or changed, then Declarant reserves unto itself, its successors and assigns, and no other, the right to change the said lines to meet such conditions. The Declarant specifically reserves the right to transfer and assign the right of approval to the Architectural Review Committee hereinafter established in Article VII, Section 2.

Section 5. Completion of Improvement. The exterior of all Patio Homes and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until such construction is completed.

Section 6. Residential Use of Lots. All Lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling constructed in accordance with the plans and specifications herein defined in Article III.

Section 7. Maintenance of Lots. It shall be the responsibility of each lot Owner to prevent the growth, development or existence of any unclean, unsightly, or unkempt condition of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Owners shall be subject to the direction of the Association in maintaining Lots and structures, as provided herein by Article VIII Section 1.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No trash, leaves, or rubbish may be burned on any Lot or within the Development nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner(s) thereof. Without limiting the foregoing, exterior lighting may not be so installed as to illuminate any portion of a neighboring Lot or to shine into any window or otherwise enter a dwelling unit located on any adjoining Lot. All dogs must be on a leash when in the Common Areas.

Section 9. 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 the underground utilities shall be permitted within the Development. Overhead utilities shall be permitted during a construction period and until utility companies can place them underground.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished on request of the Lot owner, shall be permitted. It shall also be permissible to have a sign, the design and size of which shall be approved by the Architectural Review Committee, on written request of the Lot Owner, advertising a house or Lot for sale. It shall also be permissible to have a sign, the design and size of which shall be approved by the Architectural Review Committee, notifying the Community of repair or restoration work on a house or Lot; provided, however, that such signs shall be removed within one (1) week after completion of such repairs or restoration. No other sign of any design, including political advertising, shall be allowed.

Section 11. Prohibition against Business Activity. No retail business activity shall be conducted upon any Lot. The Association shall maintain the Development as a residential patio home community devoid of retail business traffic and associated retail business activity. "Retail business activity" includes, but shall not be limited to, operating any retail professional office or any retail trade of any kind for which a governmental entity (e.g., the South Carolina Department of Labor, Licensing & Regulation) would require a professional license. The prohibition herein includes, but shall not be limited to, operating a rooming house, boarding house, gift shop, antique shop, repair shop, tax preparation firm, massage parlor, food service establishment, etc.

This Section shall not be deemed to prohibit a professionally-licensed Owner from conducting ancillary portions of his/her licensed profession in Owner's Patio Home; however, such "ancillary portions" shall not include retail business traffic and such Owners shall not serve clients in the Development.

This Section shall not be deemed to prohibit a "Home Occupation" as that term is used in the *Zoning Ordinance of Lexington County, South Carolina*, effective October 25, 2016 (the "Ordinance"). Any conforming "Home Occupation" must procure the zoning permit required by Article 2, Chapter 1, Section 21.22 of the *Ordinance*.

This Section of the *Supplemental Declaration* also prohibits Owners from converting their Patio Homes and Lots into income-producing properties; provided, however, that any Owner may submit a hardship petition to the Association's Executive Committee which, within thirty (30) days of receipt, shall either approve or deny such rental use in its sole discretion.

This Section shall not be construed to prohibit occasional yard sales or garage sales, provided that Owner complies with the permitting provisions of the *Ordinance*, Article 2, Chapter 1, Section 21.21(f).

This Section shall not be construed to prohibit construction, repair or restoration of Patio Homes or the showing of same for the purpose of selling Patio Homes in the Development.

Section 12. Mining and Drilling. No derrick or well or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of the Development, including Common Areas. No oil, natural gas, petroleum, asphalt or hydrocarbon products or materials shall be produced or extracted from the Development. No mines shall be dug or constructed in the Development to produce or extract any natural minerals, including but not limited to gold, silver and copper.

Section 13. Garbage Disposal. Garbage disposal containers shall be of a type specified by the Declarant or provided by a governmental or private garbage collector. The garbage disposal containers may only be kept outside, in public view, on garbage collection days.

Section 14. Easement for Utilities. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress over, upon, across and under each Lot and the Common Areas for the erection, maintenance, installation and use of electrical, telephone and cable television and internet cables, conduits, wires, sewers, water mains, and other suitable equipment for the conveyance and use of electrical, telephone and television equipment, as well as natural gas, sewer, water or other public convenience or utilities, including an easement for privately owned television and other communications cable and equipment, and the Declarant may further cut drain ways for surface water when such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and general appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety, and appearance. Declarant further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential Lot designated for use on the applicable plat of the residential subdivision, or to locate same upon the adjacent Lot with the permission of the Owner of such adjacent lot. Such rights may be exercised by the licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph; provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the Development.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearing understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction.

Section 16. Trailers, etc. No trailer, motor home, tent, barn, camper, treehouse, or other similar outbuildings or structure shall be placed on any Lot at any time either temporarily or permanently.

Section 17. Additional Structures. Additional permanent structures may be constructed on the Lot for storage, work shop, pool house, etc., provided that such structure in all ways conforms to all other provisions of this Supplemental Declaration as pertains to the architecture easements, etc., and the intent of a patio home. In addition, all plans and specifications must be approved by the Declarant's developer, or its Architectural Review Committee, prior to the beginning of construction.

Section 18. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house or buried underground. Any exterior air conditioning or heating units shall be screened from view from all Common Areas and adjacent Lots.

Section 19. Re-platting of Lots. No Lot shall be subdivided or its boundary line

changed, except as herein provided; however, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plat any two or more Lots shown on the plat of said subdivision prior to delivery of the deed therefore in order to create a modified building Lot or Lots. The restrictions and covenants herein shall apply to each such building Lot so created or recreated.

Section 20. Clotheslines. No clotheslines or drying yard shall be located upon the premises so as to be visible from any Common Area or from any adjoining Lot.

Section 21. Water System. No individual water supply system shall be permitted on the premises. Developer initially provided public water to the property line. A connection fee shall be paid by Owner to Declarant or its assigns for any new or additional connection.

Section 22. Off-Street Parking. Adequate off-street parking shall be provided by the individual Lot Owners of the subdivision for the parking of automobiles or other vehicles on the streets or Common Areas in the subdivision. No travel trailer, or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks (except light duty trucks used for personal transportation), or commercial vehicles, boats, boat trailers, shall be kept, stored or parked overnight, either on any Common Area, specifically including streets, or any Lot, except within enclosed approved garages or sheltered from view from neighboring Lots or Common Areas.

Section 23. Sewer System. No surface toilets are permitted on the premises. Developer initially provided public sewer to the property line. A connection fee shall be paid by the Owner to the Declarant, or its assigns for any new or additional connection.

Section 24. Underbrush, etc. In the event that the Owner of any residential Lot permits any underbrush, weeds, etc. to grow upon any Lot to a height of two (2) feet (except as part of a landscaping plan approved by the Declarant) and on written request fails to have the premises cut within fifteen (15) days, the Declarant, or its assigns, may enter upon such Lot and remove the same at the expense of the owner; provided, however, that such expenses shall not exceed Two Hundred Dollars (\$200.00) annually. This provision shall not be construed as an obligation on the part of the Declarant or its assigns to provide garbage or trash removal services.

Section 25. Miscellaneous.

- a. It is agreed that time is of the essence with regard to these covenants, restrictions, limitations and conditions.
- b. In the event of a violation or breach of any of the provisions of this *Supplemental Declaration* by any Owner or agent(s), the Owners of any Lots in the subdivision, jointly and/or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, including, but not limited to, injunctive relief or restraining orders. In addition to the foregoing, the Declarant, its successors and assigns, shall have the right, wherever there shall have been built on any Lot in the subdivision any structure which is in violation or breach of any of the provisions of this *Supplemental Declaration* by any Owner or agent(s), to enter upon such Lot where the violation exists and summarily abate or remove the violating structure at the expense of the violating Lot Owner if, after thirty (30) days written notice of such violation is made to the Owner and such violation shall not have been corrected by such Owner. Any such entry and abatement or removal shall not be deemed a Trespass under South Carolina law. The failure or forbearance to enforce any rights, reservations, restrictions, or

condition contained in this *Supplemental Declaration*, however long in existence, shall not be deemed a waiver by Declarant of the right to enforce the provisions herein as to the same breach or as to any breach occurring prior or subsequent thereto and shall not bar or affect such enforcement. Should the Declarant employ attorney(s) to enforce any of the terms herein because of a breach of same, all costs incurred in such enforcement, including reasonable attorney's fees and costs, shall be paid by the Owner of the Lot in breach thereof.

- c. The Declarant shall not in any way or manner be liable or responsible for any violation of any provision of this *Supplemental Declaration* by any person (e.g., Owner, contractor, real estate agent, etc.) other than the Association itself.
- d. In the event that one or more of the foregoing conditions, covenants, restrictions or reservations shall be declared by a court of competent jurisdiction to be null and void for any reason, such judgment or decree shall not in any manner whatsoever affect, modify, change, make aberrant or nullify any of the provisions herein not declared to be void, but, rather, all the remaining provisions of this *Supplemental Declaration* not expressly held to be null and void shall continue unimpaired and in full force and effect.
- e. In the event that one or more of the foregoing conditions, covenants, restrictions or reservations shall be declared by a court of competent jurisdiction to be void by reason of the period of time stated herein for which same shall be effective, then such terms shall be deemed reduced to such a period of time that shall not violate the Rule Against Perpetuities or any other law of the State of South Carolina and then such provision(s) shall be fully effective for such period of time.
- f. All conditions, covenants, limitations, restrictions and affirmative obligations set forth in this *Supplemental Declaration* shall be binding and run with the land and shall continue until the thirty-first (31<sup>st</sup>) day of December, 2037, after which date the said provisions shall be automatically extended for successive periods of Ten (10) Years, unless an instrument, signed by a majority of the then Owners of Lots in the subdivision affected by this *Supplemental Declaration*, shall have recorded such instrument agreeing to change the same in whole or in part; provided, however, that all proper rights and other rights reserved to Declarant, its successors and assigns, shall continue forever, except as otherwise herein provided.

### ARTICLE III

#### CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Development in accordance with the provisions of this Article III, together with other applicable provisions of this *Supplemental Declaration*.

Section 2. Patio House Defined. A "Patio House" refers to a Single Family dwelling unit consisting of one or more courts, partially or completely surrounded by enclosed living areas. Dwelling units constructed on Patio Home sites must be constructed so as to utilize a patio wall completely enclosing the sides and rear portion of the Lot as indicated in Section 5 of this Article. A dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 3. Patio House Concept. The patio home emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes. Its potential attributes include:

- a. visual and acoustical privacy;
- b. division of public/private areas;
- c. environmental sensitivity and response to views, breezes, and sun; and,
- d. interior and exterior spatial volumes and sequences.

Section 4. Size of Patio Homes and Lot Coverage. All Patio Homes shall have a minimum of Fifteen Hundred (1,500) square feet of enclosed dwelling areas as defined herein. The actual ground floor area of a one-story house must not exceed Fifty Percent (50%) of the total Lot area.

Section 5. Height of Patio Homes. To maintain the scale of the neighborhood homes, height will be restricted to one (1) floor of enclosed living space.

Section 6. Placement of Patio Homes on Patio Lots. Setback restrictions affecting the patio Lots in the Development are as follows:

- a. patio walls may be built up to the zero (0) Lot line unless otherwise provided herein; however, such patio wall may not be built beyond the Zero (0) Lot line.
- b. Patio Houses as defined in Article III Section 2 above may be constructed up to the Zero (0) Lot line, and up to four (4) Patio Houses may be attached (separated by common party walls);
- c. the rear setback must be maintained at Fifteen Feet (15') inside and parallel to the rear Lot line;
- d. the area included with these setbacks is the "buildable area". All enclosed dwelling areas of the Patio House must be contained within the buildable area; provided, however, that "eaves" or "overhangs", swimming pools, (whether above-ground or built-in below the ground) and storage buildings for related equipment (including but not limited to pool filters and water pumps), patios, decks (whether raised, with rails, cement or wooden, provided they do not have screen walls or roofs) may extend beyond the buildable area if approved by the Declarant, its successors or assigns. The Patio Home is to be designed to its site. In approving the acceptability of a Patio Home, the Declarant and/or its Architectural Review Committee will consider plans submitted for Patio Homes on Lots in good development.

Section 7. Location of Patio Wall. Three (3) options exist in locating the patio wall on the Lot:

- a. Option I: The patio wall shall be constructed simultaneously with the Patio Home and shall be located so the exterior of said wall shall be located on the Zero (0) Lot line as designated on the recorded subdivision Plat.

A Four and Six-tenths Feet (4.6') easement is reserved along the boundary line of each lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining Lot Owner shall not exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the 4.6' easement that is removed or damaged by the adjoining Lot Owner during the construction, maintenance, and repair of his patio wall, and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining Lot Owner causing such damage.

b. Option II. Should an Owner of a patio Lot desire to locate his patio home on a portion of a Lot other than contiguous to the patio wall, he may apply to the Declarant for approval for the alternative location. A site plan showing the proposed alternative location shall accompany such application. The Declarant's approval of the alternative location shall not relieve the Owner's responsibility to construct and maintain a privacy wall on the Zero Lot Line designated by the Developer for the patio wall.

Approval or disapproval of an application for alternative location for a patio home may be based by the Declarant on purely aesthetic considerations.

c. Option III. Owners of up to four (4) contiguous patio home sites may apply to the Declarant for approval to construct and maintain a party wall or walls along their common boundary lines, provided that:

(1) Any such party wall shall constitute an integral part of each Owner's patio home.

(2) The Declarant's approval for the construction of a party wall will not relieve an Owner's responsibility to construct a patio wall on the Zero Lot Line designated by the Developer for the patio wall.

(3) Construction, maintenance, and repair of the party wall shall be shared equally between the two Owners who share such wall.

Section 8. Character of a Patio Wall. The patio wall must form an integral part of the end wall of the house unless Option B is exercised and it should turn to form a courtyard wall in the rear. The patio wall should not merely be a "fence" but part of a courtyard enclosure. A long wall that ends abruptly at the setback line will not be allowed; it is visually unsettling and not in the spirit of a Patio House, which is to enclose outdoor space for use as an extension of living area. All patio walls will extend across the rear of the Lot so as to completely enclose the patio.

Section 9. Height and Material of the Patio Wall. To provide visual and acoustical privacy between homes, height of the patio wall shall be a minimum of six feet (6') above finished outside floor of deck or terrace, not to exceed eight feet (8'), and of the same material as that portion of the patio wall that is the exterior walls of the house. Where the wall turns in the rear, it is permissible to introduce another screening material. Acceptability of such a fence or screen material will be decided upon by the Association's Architectural Review Committee to insure that it is consistent with good design principles and overall character of the house. A good solution is one that sensitively combines only two materials in a solid flowing relationship.

Section 10. Temporary Privacy Wall. If a neighboring patio Lot is vacant and if privacy is desired, a temporary fence erected along the property line will be permitted, subject to the approval of the Declarant. Cost of said fence will be borne by the Lot Owner erecting the fence. This fence must be removed when the patio wall is constructed on the adjacent Lot.

Section 11. Use of Exterior Space in Patio Homes.

- a. Side Yards. In keeping with the concept of a Patio Home, side yards should be treated as outdoor living extensions of the home itself, and not simply as storage or usable space typical of traditional side yards.
- b. Rear Yard. A yard enclosing wall must extend to and along the real property line to allow the owner the maximum use of his property. The Developer may permit a real privacy wall which does not enclose the entirety of the lot.

Section 12. Maintenance of Privacy. To facilitate privacy to the neighboring Lot, the dwelling unit shall be constructed so that neither the patio wall nor the dwelling unit provides

any window or view openings looking into or over-viewing the adjacent Lot, and provides no access way or entry way into said adjacent Lot.

Section 13. Additional Requirements.

- a. No permanent structure shall be constructed in the 4.6' side easement (described in Article III Section 7) in order to allow access for maintenance for the patio wall on the adjacent Lot; however, trellises, decks, terraces, removable wooden fences, landscaping, or other use which does not restrict the adjoining Lot's utilization of said easement for maintenance purposes will be permitted in the easement.
- b. Costs of construction, maintenance, and repair of a patio wall shall be the sole responsibility of the Lot Owner on whose Lot the same is situated.
- c. Said patio homes shall be constructed with gutters to insure that no excessive rainwater is discharged upon the adjoining Lot.
- d. Every effort should be made to preserve natural vegetation and to fully utilize existing topographic amenities.

Section 14. Interior Lots. To allow for greater variety in the overall patio home neighborhood, and to avoid the monotonous repetition of a patio wall down the right side of all Lots (or left as the case may be), one or more "floating" interior lots in a row or patio lots may have the patio wall switched. In such situations, the Declarant shall determine the location of the party walls and setbacks.

Section 15. End-Lot Conditions in Patio Home Neighborhoods. The designated patio wall required by these *Covenants* shall be located along the Lot line opposite the access street or along such property line as may be designated by the Declarant. Such a situation eliminates the overpowering blank wall effect, but at the same time eliminates all privacy for outdoor patio areas for this particular Lot Owner. Such a Lot Owner, because of lack of privacy, would be encouraged to erect a privacy wall to screen his property from the access road. This is an additional expense that would apply only to the property Owner of the end patio Lot, and which is justified in light for the overall appearance that will be affected. It is possible that proper design can overcome a blank wall effect and the Architectural Review Committee will consider any reasonable alternative.

## **ARTICLE IV** **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is an Owner [as defined in Article I Section 1(f) hereinabove] of any Lot which is subjected by this *Supplemental Declaration* to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. Voting Rights. The Owner of each Lot shall have one (1) vote in any matter which comes before the Association for a decision by majority vote.

Section 3. Officers and Board of Directors. The Association shall annually elect the following officers to serve for the calendar year: President, Vice-President, Secretary and Treasurer. The elected officers shall constitute the Board of Directors of the Association. The Association may employ a professional accountant to perform the duties of Treasurer in accordance with Article VI Section 6; however, such professional shall not be a member of the Board of Directors.

## ARTICLE V

### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provision of Section 3 of the Article V, every Member [as defined in Article I Section 1(i) hereinabove] shall have a right to an Easement of Enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer has heretofore conveyed to the Association, by *General Warranty Deed*, the fee simple title to the Common Areas, free and clear of all encumbrances and liens, except those created by or pursuant to the original *Declaration*, and further excepting those easements and restrictions existing of record prior to the purchase of the property by the Developer, none of which will make the title unmarketable; *subject*, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association its successors and assigns:

"In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all time be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair of damage to pavements, roadways, walkways, outdoor lighting, buildings (if any), recreational equipment (if any), fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform."

This Section shall not be amended, as provided for in Article IX, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

- a. The right of the Association, to dedicate, transfer, or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;
- b. The right of the Association, to grant and reserve easements and rights of way through, under, over, and across Common Areas for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights of way through, over, and upon and across the Common Areas for the operation and maintenance of the Common Areas;
- c. The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Areas in the case of a landlocked adjacent Owner) to the nearest public highway;
- d. The right of the Association, as provided in its *Bylaws*, to suspend the enjoyment rights of any Member for any period during which any assessment

remains unpaid, for a period of not to exceed thirty (30) days for any infraction of its published rules and regulation; *provided*, however, that the right of a Member to ingress and egress over the roads and/or parking areas shall not be suspended;

- e. The right of the Association, in accordance with law, its *Articles of Incorporation* and *Bylaws*, to borrow money for the purpose of improving Common Areas and in pursuance thereof, to mortgage the same.

**Section 4. Parking Rights.** Any Owner may delegate, in accordance with the *Bylaws* of the Association, his right or enjoyment to the Common Areas and facilities to his employees, tenants, invitees, or licensees.

**Section 5. Additional Structures.** No Owner or group of Owners shall, without the prior written approval of the Association, erect, construct, or otherwise locate any structure or other improvement in the Common Areas.

## ARTICLE VI

### MAINTENANCE AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFOR

**Section 1. Completion of Common Areas by Developer.** The Developer has heretofore completed the construction of the streets, roadways, parking facilities, walkways, and outdoor lighting serving the Lots in the development.

**Section 2. Operation and Maintenance of Common Areas by the Association.** The Association, at its sole cost and expense, shall operate and maintain the Common Areas and provide the requisite services in connection therewith. Nothing herein shall prevent any Member or Owner from maintaining portions of the Common Areas consistent with the expressed direction of the Association.

**Section 3. Assessments, Liens, and Personal Obligations Therefor, and Operation Maintenance of Common Areas Solely by the Association.**

- a. Commencing on the date of execution of this *Supplemental Declaration*, and at all times thereafter, each and every Owner of any Lot(s) within the Development, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of each Lot(s) at the time when the assessment falls due.

- b. The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare, of the residences of the Development, and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, management, and supervision thereof, and

cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumed from the Developer.

Section 4. Amount and Payment of Annual Assessment. The Board of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the costs of maintaining and operating the Common Areas and performing the other exterior maintenance required to be performed by the Association under this *Supplemental Declaration*. The amount of the annual assessment shall be uniform for each Lot. The Board shall also fix the date of commencement and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date and period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be opened to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Each annual assessment shall be paid in one (1) payment to the Association Treasurer and shall be due on March 1<sup>st</sup> of each calendar year. The amount of the annual assessment for the following calendar year shall be set by the Members at the regular annual meeting.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This section shall not be amended as provided in Article IX, Section 5, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this *Supplemental Declaration*.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Paid Professionals. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge to the Association's duties throughout the community.

The Board of Directors may also employ a professional accountant to perform all of the financial duties required of the Association.

Section 7. Effective Non-Payment of Assessment - The Personal Obligation of the Owner; and the Lien and Remedies of Association. If any annual or special assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as or hereinafter provided, continue as a lien on the Lot(s), which shall bind such Lot(s) in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Personal obligation of

the then Owner to pay such assessment, however, shall remain his personal obligation and will also pass onto his successor(s) in title.

If the assessment is not paid within (30) thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot(s); and in the event judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessments; *provided*, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. This section shall not be amended as provided in Article IX, Section 5 of this *Supplemental Declaration*.

Section 9. Exempt Property. The following properties subject to this *Supplemental Declaration* shall be exempt from the assessment, charges, and liens created herein: (a) all Common Areas, as defined in Article I, Section 1(c) hereof. Notwithstanding any provisions herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Buildings, fences, walls, etc. No building, fence, wall, mailbox or other structure, and no change in topography, landscaping, or any other item shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to the harmony of the external design and location in relation of the surrounding structures and topography.

Section 2. Architectural Review Committee. The Association may appoint and constitute an Architectural Review Committee (the "Committee") on either a standing or *ad hoc* basis. The Committee shall be comprised of not less than three (3) Members to be appointed by the Board of Directors of the Association. All plans for construction, including renovation, upon any Lot shall be submitted to the Committee for review and approval. In the event the Committee to approve or disapprove any requests within thirty (30) days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this Article shall be deemed to have been fully complied with; *provided*, however, that no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this *Supplemental Declaration*. The Committee shall review all plans in accordance with Article III herein and shall make its determination in the best interests of the Amberly Subdivision. In addition to Article III, refusal or approval of any submitted plans may be made on any reasonable grounds, including aesthetic grounds, which in the sole and uncontrolled discretion of the Committee seem sufficient. Any change in exterior appearance

of any building, wall, fence, mailbox, or other structural improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval.

## ARTICLE VIII

### EXTERIOR MAINTENANCE, REASONABLE ACCESS AND MAINTENANCE OF COMMON AREAS

Section 1. Exterior Maintenance. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner.

- a. Grounds. Each Owner is responsible for maintaining the grounds of his/her Lot. Upon the Owner's failure to do so, the Association's Executive Committee may, at its option, first counsel such Owner as to the Association's maintenance requirements. If such counseling option does not resolve the maintenance issue(s), the Association's Executive Committee may give the Owner ten (10) days written notice, delivered to Owner's last known address and to the address of Owner's Lot, to have the grass, weeds, shrubs, and vegetation cut when and as often as the same is necessary, in the judgment of said Executive Committee. If, after the expiration of ten (10) days, the maintenance issue remains unresolved, the Executive Committee shall be then authorized to have dead trees, shrubs, plants and overgrown grass removed from such Lot and may have any portion of a Lot re-sodded or appropriately landscaped. All expenses of the Association under this subsection shall be immediately due and owing from the Owner of the Lot and shall constitute a lien and charge against the Lot upon which such remedial work was done and such expenses shall be the personal obligation of the then Owner of such Lot.
- b. Structures. Each Owner is responsible for maintaining the structures (buildings) on his/her Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association's Executive Committee may, at its option, first counsel such Owner as to the Association's building maintenance requirements. If such counseling option does not resolve the structure maintenance issue(s), the Association's Executive Committee may give the Owner thirty (30) days written notice, delivered to Owner's last known address and to the address of Owner's Lot, to make repairs and improve the appearance of the structure(s) in a reasonable and workmanlike manner. If, after the expiration of thirty (30) days, the structure maintenance issue remains unresolved, the Executive Committee shall be then authorized to make remedial repairs. All expenses of the Association under this subsection shall be immediately due and owing from the Owner of the Lot and shall constitute a lien and charge against the Lot upon which such remedial work was done and such expenses shall be the personal obligation of the then Owner of such Lot.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of this *Supplemental Declaration*, and to make necessary surveys in connection therewith, the Association, by its duly authorized agents and employees, shall have the right to enter upon any Lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice, and such entry shall not be deemed a trespass.

Section 3. Maintenance of Common Areas. The Association shall maintain the Common Areas. Should the Association transfer any portion or all of the Common Areas to a governmental authority, such duty to maintain shall cease as to that portion so transferred.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this *Supplemental Declaration* shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this *Supplemental Declaration*, and their respective legal representatives, heirs, successors and assigns.

Section 2. Notice(s). Any notice required to be sent to any Member or Owner under the provisions of this *Supplemental Declaration* shall be deemed to have been properly sent when; (a) personally delivered; (2) mailed by First Class United States Mail, postage prepaid; or, (3) delivered by electronic mail to the last known mailing address or email address of the Owner or Member listed upon the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the provisions of this *Supplemental Declaration* shall be made by a proceeding at law or in equity by the Association or any affected Member against such Member or Owner in violation of or attempting to violate any of the provisions herein. The Association or any affected Member may seek injunctive relief to restrain violations and may bring actions to recover damages. The failure of the Association or any affected Member or Owner to enforce any of the provisions herein shall not be deemed a waiver of any right to do so thereafter. The provisions of this *Supplemental Declaration* may also be enforced by the Architectural Review Committee.

Section 4. Severability. Invalidation of any one or several of the provisions of this *Supplemental Declaration* by judgment or decree of a court of competent jurisdiction shall not be deemed to affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner provided herein for the amendment of this *Supplemental Declaration*, the covenants, restrictions, easements, charges and liens set forth herein may be amended, revised, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than Sixty Percent (60%) of the vote of the membership in the Association; *provided*, however, that the Common Area provisions contained in Article V, Section 2; and Article VI, Sections 4 & 9, may only be amended upon the execution and recordation of any instrument executed by Owners holding not less than Seventy-five Percent (75%) of the vote of the membership in the Association.

Section 6. Effective Date. This *Supplemental Declaration* shall become effective upon its recordation in the office of the Register of Deeds for Lexington County, South Carolina.

Section 7. Binding Effect. This *Supplemental Declaration* shall inure to the benefit of and be binding upon the Owners and Members of the Association and upon any transfers and sales of their Lots, and upon their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, The Amberly Homeowner's Association, Inc., has caused this *Supplemental Declaration* to be executed by its duly elected President and by two-thirds (2/3) of the Owners as of November 30, 2017, all in accordance with the amendment provisions of the original *Declaration*.

**Witnessed By:**

**The Amberly Homeowner's  
Association, Inc.**

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By: Carol P. Belding, President

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**STATE OF SOUTH CAROLINA )**

**PROBATE**

**COUNTY OF LEXINGTON )**

PERSONALLY APPEARED before me SUE W. BOWERSOCK who, being first duly sworn, made oath that she saw the within named The Amberly Homeowner's Association, Inc., by its current President, CAROL P. BELDING, sign and as the corporate act and deed deliver the within *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development*, and that she with RUTH E. LACKSTROM witnessed the execution thereof.

---

Sue W. Bowersock

SWORN TO AND SUBSCRIBED  
before me this 30th day of November, 2017.

(L.S.)

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

Witnessed By:

Carol P. Belding  
Sue Bowersock

The Amberly Homeowner's  
Association, Inc.

Carol P. Belding  
By: Carol P. Belding, President

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

PROBATE

PERSONALLY APPEARED before me SUE W. BOWERSOCK who, being first duly sworn, made oath that she saw the within named The Amberly Homeowner's Association, Inc., by its current President, CAROL P. BELDING, sign and as the corporate act and deed deliver the within *Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for Amberly Subdivision, a Patio Home Development*, and that she with RUTH E. LACKSTROM witnessed the execution thereof.

Sue W Bowersock  
Sue W. Bowersock

SWORN TO AND SUBSCRIBED  
before me this 30th day of November, 2017.

Carol P. Belding (L.S.)  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

My Commission Expires February 20, 2019

*Not fit copied*

BOOK 723 PAGE 10<sup>th</sup>

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

30572

DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS FOR  
AMBERLY SUBDIVISION  
A PATIO HOME DEVELOPMENT

LEXINGTON COUNTY

THIS DECLARATION is made this the 26th day of April, 1985 by The  
Amberly Corporation, a corporation organized and existing under the laws  
of the state of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a patio home development together with common lands and facilities for the sole use and benefit of the owners of the patio homes to be located in such complex.
2. The Developer may acquire additional real property which it may desire to develop as additional phases of such patio home development which Developer may incorporate as additional phases of this development and bring same under this Declaration of Covenants, Restrictions, Easements, Charges, and Liens for Amberly Subdivision.
3. The Developer is desirous of maintaining design criteria, location, plans, and construction specifications, and other controls to assure the integrity of the planned development.
4. Each purchaser of a lot or patio home in Amberly Subdivision will be required to maintain and construct patio homes in accordance with the design criteria herein contained.
5. The Developer desires to provide for the preservation of the value and amenities in such development and for the maintenance of such common lands and facilities, and to this end, desires to subject the real property described in Schedule A, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.
6. The Developer has deemed it desirable, for the efficient preservation of the values and amenities in such community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Patio Home Development, administering and enforcing the covenants and restrictions and levying, collecting, and disbursing the assessments and charges hereinafter created.

BOOK 723 PAGE 10<sup>th</sup>

7. The Developer has caused to be incorporated under the laws of the state of South Carolina, as a non profit corporation, the Amberly Home-owners's Association, Inc. for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Schedule A, annexed hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the Amberly Homeowner's Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all property including lots and common areas, as are subject to this Declaration, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

(c) "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of the properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of members of the Association as herein defined and are not dedicated for use by the general public.

(d) "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for patio home use, shown on any subdivision map of the properties, but shall not include common areas as herein defined.

(e) "Patio Homes" as used herein or otherwise referred to in any other document pertaining to the sale of property in the subject area shall be synonymous with the term "lot" and/or "lots".

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any owner.

(g) "Developer" shall mean and refer to The Amberly Corporation, a corporation organized and existing under and pursuant to the laws of

the state of South Carolina, its successors and assigns, in the development of the properties.

(h) "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article IV hereof.

(i) "Development", "Project", and "Community" shall all mean and refer to The Amberly Subdivision and/or any additional phases of The Amberly Subdivision to be developed and constructed by the Developer.

(j) "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specifications, elevations and designs as well as set backs, locations, ect. contained hereinafter in this Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Amberly Subdivision, A Patio Home Development.

(k) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges, and Liens, and any amendment or modification hereof.

## ARTICLE II

### USES OF PROPERTY

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration.

Section 2. Subdivision of Lot. No lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established except as herein provided.

Section 3. Increased Size of Lots. Lot or lots may be subdivided provided the effect is to increase the size of the adjoining lot or lots. In such cases, the Developer may alter the building line to conform. Should the owner or owners of any lot and/or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Developer is first had and obtained. In such instances, the adjoining lot owners, or other owners in the subdivision do not have the right to interfere with such lots rearrangement, such rights shall be exclusively that of the Developer or any successors or assigns to whom the Developer may expressly have transferred such rights, but the purchaser of any other lot in the subdivision does not, but virtue of his status of a purchaser become any such successor or assign.

Section 4. Alteration of Building Lines in the Best Interest of Development. Where because of the size, natural terrain, or any other

reason in the opinion of the Developer, it should be to the best interest of the development of this subdivision that the building lines of any lot should be altered or changed, then Developer reserves unto itself, its successors and assigns, and no other, the right to change the said lines to meet such conditions. The Developer specifically reserves the right to transfer and assign this right of approval to the architectural control committee hereinafter established.

Section 5. Completion of Improvement. The exterior of all Patio Homes and other structures must be completed within one year after the construction with same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until such construction is completed.

Section 6. Residential Use of Lots. All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling constructed in accordance with the plans and specifications herein defined in Article III.

Section 7. Maintenance of Lots. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No trash, leaves, or rubbish may be burned on any lot or within the development nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof. Without limiting the foregoing, exterior lighting may not be so installed as to illuminate any portion of a neighboring lot or to shine into any window or otherwise enter a dwelling unit located on any adjoining lot. All dogs must be on a leash when in the common area.

Section 9. Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside

electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises. Provided, however, that the normal service pedestals, ect., used in conjunction with the underground utilities shall be permitted within the development. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 10. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished on request of the lot owner, shall be permitted. It shall also be permissible to have a sign, the design and size of which shall be furnished by the Developer, on request of the lot owner, advertising a house or lot for sale. No other sign of any kind of design shall be allowed.

Section 11. Prohibition Against Business Activity. No business activity, including but not limited to a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or showing of said houses for the purpose of selling houses in the development. Nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining signs, structures, and offices as it may be deemed necessary for its operation and sales in the development.

Section 12. 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 premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or materials of any kind be produced or extracted from the premises.

Section 13. Garbage Disposal. Garbage disposal containers shall be of a typed specified by the Developer or the Association and shall be uniform.

Section 14. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each lot and common area for the erection, maintenance, installation, and use of electrical and telephone 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 convenience or utilities including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for use on the applicable plat of the residential subdivision, or to locate same upon the adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the development.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearing understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the lot after completion of construction.

Section 16. Trailers, ect. No trailer, motor home, tent, barn, camper, treehouse, or other similar outbuildings or structure shall be placed on any lot at any time either temporarily or permanently.

Section 17. Additional Structures. Additional permanent structures may be constructed on the lot for storage, work shop, pool house, ect. provided that such structure in all ways conform to all other provisions of these covenants as pertains to the architecture easements, ect. and the intent of a patio home. In addition, all plans and specifications must be approved by the developer, or his assigns, prior to construction beginning.

Section 18. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the

main dwelling house or buried underground. Any exterior air conditioning or heating units shall be screened from view from all common areas and adjacent lots.

Section 19. Replatting of Lots. No lot shall be subdivided or its boundary lines changed, except as herein provided, however, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more lots shown on the plat of said subdivision prior to delivery of the deed therefore in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created or recreated.

Section 20. Clotheslines. No clotheslines or drying yard shall be located upon the premises so as to be visible from any common area or from any adjoining lot.

Section 21. Water Systems. No individual water supply system shall be permitted on the premises. Developer shall provide public water to the property line. A connection fee shall be paid by owner to Developer, or his assigns.

Section 22. Off-Street Parking. Adequate off-street parking shall be provided by the lot owner herein for the parking of automobiles or other vehicles on the streets or common areas in the subdivision. No travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks (except light duty trucks used for personal transportation), or commercial vehicles, boats, boats trailers, shall be kept stored or parked over night, either on any common area, specifically including streets, or any lot, except within enclosed approved garages or sheltered from view from neighboring lots, or common areas.

Section 23. Sewer System. No surface toilets are permitted on the premises. Developer shall provide public sewer to the property line. A connection fee shall be paid by the owner to the Developer, or his assigns.

Section 24. Underbrush, ect. In the event that the owner of any residential lot permits any underbrush, weeds, ect. to grow upon any lot to a height of two (2) feet (except as part of a landscaping plan approved by Developer) and on request fails to have the premises cut within thirty days, agents of the Developer, or its assigns, may enter upon said land and remove the same at the expense of the owner, provided, however, that such expenses shall not exceed one hundred dollars annually. This provision shall not be construed as an obligation on the part of the Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by the Developer to the Association, or other like entity.

Section 24. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations, and conditions.

(b) In the event of a violation or breach of any of these restrictions by any owner or agent, or agent of such owner, the owners of lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors and assigns, shall have the right wherever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall not have been corrected by the owner.

Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the owner of such lot or lots in breach therof.

(c) The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, aberrant or nullify any of these covenants, conditions, and restrictions not so declared to be void, but all the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

(e) In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities, or any other law of the state of South Carolina.

and such provisions shall be fully effective for said period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and shall continue until the first day of July, 2004, after which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of lots affected by the same has been recorded, agreeing to change the same and whole in part; provided, however, that all proper rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise herein provided.

### ARTICLE III

#### CONSTRUCTION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the development in accordance with provisions of this Article III together with other applicable provisions of this Declaration.

Section 2. Patio House Defined. A Patio House refers to a single family dwelling unit consisting of one or more courts partially or completely surrounded by enclosed living areas. Dwelling units constructed on patio homes sites must be constructed so as to utilize a patio wall completely enclosing the sides and rear portion of the lot as indicated in Section 5. A dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 3. Patio House Concept. The pation home emphasizes an indoor-outdoor use relationship and full utilization of the site for living purposes. Its potential attributes include:

- (a) Visual and acoustical privacy;
- (b) Division of public/private areas;
- (c) Enviromental sensitivity and response to views, breezes, and sun;
- (d) Interior and exterior spacial volumes and sequences.

Section 4. Size of Patio Homes and Lot Coverage. All patio homes shall have a minimum of fifteen hundred square feet of enclosed dwelling areas as herein defined. The actual ground floor area of a one story house must not exceed fifty percent of the total lot area.

Section 5. Height of Patio Homes. To maintain the scale of the neighborhood homes, height will be restricted to one floor of enclosed

living space.

Section 6. Placement of Patio Homes on Patio Lots. Set back restrictions affecting the patio lots in the development are as follows:

(a) Patio walls may be built up to the zero lot line unless otherwise provided herein; however, such patio wall may not be built beyond the zero lot line.

(b) Patio houses as defined in Section 2 above may be constructed up to the zero lot line, and up to four patio houses may be attached (separated by common party walls).

(c) The rear set back must be maintained at fifteen feet inside and parallel to the rear lot line;

(d) The area included with these set backs is the buildable area. All enclosed dwelling areas of the patio house must be contained within the buildable area. Provided, however, that "eaves" or "overhangs" swimming pools (whether above or below the ground) and storage buildings for related equipment (including but not limited to filters and water pumps), patios, decks (whether raised, with rails, cement or of wood, provided they do not have screen walls or roofs) may extend beyond the building area if approved by the Developer. The patio home is to be designed to its site. In passing of the acceptability of a patio home, the architectural review board and/or the Developer will consider plans submitted for patio homes on lots in good development.

Section 7. Location of Patio Wall. Three options exist in locating the patio wall on the patio lot.

(a) Option A. The patio wall shall be constructed simultaneously with the patio home and shall be located so that the exterior of the same shall be located on the zero lot line as designated on the recorded subdivision plat.

A 4.6' easement is reserved along the boundary line of each lot, opposite the boundary line along which the patio wall is to be constructed for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining lot. The use of said easement area by an adjoining lot owner shall not exceed a period of thirty days each year for essential maintenance. Any shrubbery or planting in the 4.6' easement that is removed or damaged by the adjoining lot owner during the construction, maintenance, and repair of his patio wall, and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damage.

(b) Option B. Should an owner of a patio lot desire to locate his patio home on a portion of a lot other than contiguous to the patio wall, he may apply to the Developer for approval for the alternative location

A site plan showing the proposed alternative location shall accompany such application. The Developer's approval of the alternative location shall not relieve the owner's responsibility to construct and maintain a privacy wall on the zero lot line designated by the Developer for the patio wall.

Approval or disapproval of an application for alternative location for a patio home may be based by the Developer on purely aesthetic considerations.

(c) Option C. Owners of up to four contiguous patio home sites may apply to the Developer for approval to construct and maintain a party wall or walls along their common boundary lines, provided that:

(1) Any such party wall shall constitute an integral part of each owner's patio home.

(2) The Developer's approval for the construction of a party wall will not relieve an owner's responsibility to construct a patio wall on the zero lot line designated by the Developer for the patio wall.

(3) Construction, maintenance, and repair of the party wall shall be shared equally between the two owners who share such wall.

Section 8. Character of a Patio Wall. The patio wall must form an integral part of the end wall of the house unless Option B is exercised and it should turn to form a courtyard wall in the rear. The patio wall should not be merely a "fence" but part of a courtyard enclosure. A long wall that ends abruptly at the setback line will not be allowed. It is visually unsettling and not in the spirit of a patio house which is to enclose outdoor space for use as an extension of living area. All patio walls will extend across the rear of the lot so as to completely enclose the patio.

Section 9. Height and Material of the Patio Wall. To provide visual and acoustical privacy between homes, height of the patio wall shall be a minimum of 6' above finished outside floor of deck or terrace, not to exceed 8', and of the same material as that portion of the patio wall that is the exterior walls of the house. Where the wall turns in the rear, it is permissible to introduce another screening material. Acceptability of such a fence or screen material will be decided upon by the Architectural Review Board to insure that it is consistent with good design principals and overall character of the house. A good solution is one that sensitively combines only two materials in a solid flowing relationship.

Section 10. Temporary Privacy Wall. If a neighboring patio lot is vacant and if privacy is desired, a temporary fence erected along the property line will be permitted, subject to the approval of the Developer. Cost of said fence will be borne by the lot owner erecting the fence. This fence must be removed when the patio wall is constructed on the adjacent

lot.

Section 11. Use of Exterior Space in Patio Homes.

(a) Side Yards. In keeping with the concept of a patio home, side yards should be treated as outdoor living extensions of the home itself, and not simply as storage or usable space typical of traditional side yards.

(b) Rear Yard. A yard enclosing wall must extend to and along the real property line to allow the owner the maximum use of his property. The Developer may permit a real privacy wall which does not enclose the entirety of the lot.

Section 12. Maintenance of Privacy. To facilitate privacy to the neighboring lot, the dwelling unit shall be constructed so that neither the patio wall nor the dwelling unit provides any window or view openings looking into or over-viewing the adjacent lot, and provides no access way or entry way into said adjacent lot.

Section 13. Additional Requirements.

(a) No permanent structure shall be constructed in the 4'.6" side easement to allow access for maintenance for patio wall on the adjacent lot. However, trellis, decks, terraces, removable wooden fences, landscaping, or other use which does not restrict the adjoining lot's utilization of said easement for maintenance purposes will be permitted in the easement.

(b) Costs of construction, maintenance, and repair of a patio wall shall be the sole responsibility of the lot owner on whose lot the same is situated.

(c) Said patio homes shall be constructed with gutters to insure that no excessive rainwater is discharged upon the adjoining lot.

(d) Every effort should be made to preserve natural vegetation and to fully utilize existing topographic amenities.

Section 14. Interior Lots. To allow for greater variety in the overall patio home neighborhood, and to avoid the monotonous repetition of a patio wall down the right side of all lots (or left as the case may be), one or more "floating" interior lots in a row or patio lots may have the patio wall switched. In such situations the Developer shall determine the location of the party walls and set backs.

Section 15. End-lot Conditions in Patio Home Neighborhoods. The designated patio wall required by covenants shall be located along the lot line opposite the access street or along such property line as may

be designated by the Developer. Such a situation eliminates the over-powering blank wall effect, but at the same time eliminates all privacy for outdoor patio areas for this particular lot owner. Such a lot owner, because of lack of privacy, would be encouraged to erect a privacy wall to screen his property from the access road. This is an additional expense that would apply only to the property owner of the end patio lot, and on which is justified in light of the overall appearance that will be effected. It is possible that proper design can overcome a blank wall effect and the Architectural Review Board will consider any reasonable alternative.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner of any lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all owners excepting the Developer. Class A Members shall be entitled to (1) vote for each lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any lot, the vote attributable to such lot shall be exercised as such persons mutually determined, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The sole Class B Member shall be the Developer. The Class B Member shall be entitled to four (4) votes for each lot in which it holds the interest required for membership under Section (1) of this Article. The Class B Membership shall cease and become converted to Class A Membership upon the occurrence of the first of either of the following two events:

1. After seventy five percent (75%) of the lots in the development have been conveyed to lot purchasers; or

2. Three years following the conveyance of the first lot, or five years following such conveyance in the event that the developer incorporates additional phases into the development and brings such additional phases under the Declaration filed for record for The Amberly Subdivision.

When a purchaser of an individual lot or lots takes title thereto from the Developer, he becomes a Class A Member.

#### ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title To Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before the conveyance of the last lot, it will convey to the Association, by general warranty deed, fee simple title to the common areas, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, and further except for easement and restrictions existing of record prior to the purchase of the property by the Developer, none of which will make the title unmarketable. Subject however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Association its successors and assigns:

In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the common areas shall include, but not be limited to, the repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

This Section shall not be amended, as provided for in Article XI, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the common areas.

Section 3. Extent of Member's Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer, or convey all or any part of the common areas, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer, or conveyance shall adversely affect the use of the common areas by the Members of the Association;

(b) The right of the Developer, and of the Association, to grant and reserve easements and rights of way through, under, over, and

across common areas, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over, and upon and across the common areas for the operation and maintenance of the common areas;

(c) The right of visitors, invitees, ect. to ingress and egress in and over those portions of the common areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the common areas in the case of landlocked adjacent owner) to the nearest public highway;

(d) The right of the Association, as provided in its bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, for a period of not to exceed thirty (30) days for any fraction of its published rules and regulation; provided, however, that the right of a member to ingress and egress over the roads and/or parking areas shall not be suspended;

(e) The right of the Association, in accordance with law, its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving common areas and in pursuance thereof, to mortgage the same.

Section 4. Parking Rights. Any owner may delegate, in accordance with the By-Laws of the Association, his right or enjoyment to the common areas and facilities to his employees, tenants, invitees, or licensees.

Section 5. Additional Structures. Neither the Association or any owner or group of owners shall, without the prior written approval of the Developer, erect, construct, or otherwise locate any structure or other improvement in the common areas.

#### ARTICLE VI

#### COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREAS AND FACILITIES AND COVENANT FOR ASSESSMENT THEREFOR

##### Section 1. Completion of Common Areas by Developer.

(a) The Developer will complete the construction of the streets, roadways, parking facilities, walkways, and outdoor lighting serving such lot or lots in the development.

(b) The Developer will fulfill all its obligations to complete the construction of all common areas which development will be done at the Developer's sole cost and expense.

##### Section 2. Operation and Maintenance of Common Areas by Developer

of Directors of the Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the costs of maintaining and operating the common areas and performing the other exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each lot. The Board shall also fix the date of commencement and the amount of the assessment against each lot for each assessment, at least thirty days in advance of such date and period, and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be opened to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Each annual assessment shall be paid in twelve (12) monthly installments, each installment to be paid on the first day of each month. The annual assessment shall not be less than one hundred dollars (\$100.00) per lot, and the exact amount of each annual assessment shall be fixed by the Board of Directors of the Association.

The Association shall, upon demand at any time, furnish to any owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This section shall not be amended as provided in Article XI, Section 5, to eliminate or substantially impair the obligation to fix the assessment at any amount sufficient to properly maintain and operate the common areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two thirds of the votes of each class of members who are voting in person or proxy at a meeting duly called for this purpose.

written notice of which shall be sent to all members not less than thirty days no more than sixty days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services, and material required in the operation and maintenance of the common areas and in the discharge to the Association's duties throughout the community.

Section 7. Reserve Fund Separate Assessment of Owners Therefor. At the time of acquiring title to a lot or lots from the contractor who completes the residential improvements on the property, each owner acquiring such title shall deposit with the Association a reserve fund payment in the sum of one hundred dollars to provide for a reserve fund for the obligations of the Association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for the purposes specified in Section 3(b) above, as determined from time to time by resolution of the Board of Directors of the Association, after the cessation of the Class B Membership of the developer, as specified in Article IV, Section 2 of this Declaration.

Section 8. Effective Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien, Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as or hereinafter provided, continue as a lien on the lot or lots, which shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. Personal obligation of the then owner to pay such assessment however shall remain his personal obligation and will also pass onto his successor in title.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot or lots; and in the event judgement is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of

the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to the assessments; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. This section shall not be amended as provided in Article XI, Section 5 of this Declaration.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessment, charges, and liens created herein: (a) All common areas, as defined in Article I, Section 1 hereof. Notwithstanding any provisions herein, no land or improvements devoted to building use shall be exempt from said assessments, charges and liens.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. Buildings, fences, walls, ect. No building, fence, wall, mailbox or other structure, and no change in topography, landscaping, or any other item constructed by the Developer shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the same shall have been submitted to and improved in writing as to the harmony of the external design and location in relation of the surrounding structures and topography by the Developer. Provided, however, that upon the Developer selling of all the lots in the subdivision, this right of approval shall be transferred to an Architectural Control Board of the Association. Such Architectural Control Board shall be comprised of not less than three representatives to be appointed by the Board of Directors of the Association. Provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the lots in the development if it so chooses. In the event the Developer or the Architectural Control Board fails to approve or disapprove any requests within sixty days after complete plans and specifications have been submitted to it, the same shall be deemed to be approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval in any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of any such change may

be made on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the Architectural Control Board may seem sufficient. Any change in exterior appearance of any building, wall, fence, mailbox, or other structural improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last lot in the other phase or phases has been sold.

ARTICLE VIII  
EXTERIOR MAINTENANCE, REASONABLE ACCESS AND  
MAINTENANCE OF COMMON AREAS.

Section 1. Exterior Maintenance. The owner shall maintain the structures and grounds on each lot at all times in a neat and attractive manner. Upon the owner's failure to do so, the Association may, at its option, after giving the owner ten days written notice sent to his last known address, or to the address of his subject premises, have the grass, weeds, shrubs, and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from such lot, and replaced, and may have any portion of a lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the lot on which the work is done and the personal obligation of the then owner of such lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty days written notice, sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the owner's failure to do so shall be immediately due and owing from the owner of the lot and shall continue an assessment against the lot on which the work was performed, collectable in a lump sum and secured by a lien against the lot as herein provided.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, by its duly authorized agent and employees, or the developer during the period of development, shall have the right to enter upon any lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Developer, or the

Association, depending upon the responsibility as assessed under this Declaration, shall maintain the common areas. However, should the Developer or the Association, decide to transfer any portion or all of the common areas to governmental authority, as it has the rights so to do, such duty to maintain same shall cease as of that portion so transferred.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post paid, to the last known address of the person who appears as member or owner on the records of the association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages; and failure by the Developer, any Association or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of a right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by owners holding not less than two thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be contained. Provided, further, that the provisions for voting of Class A and Class B Members is hereinabove contained in this Declaration shall also be effective in voting in changes in this Declaration.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

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PERSONALLY APPEARED before me, Sherree' Barton  
and made oath that (s)he saw the within named The Amberly Corporation by  
M. Stewart Mungo its President sign, seal, and  
as the corporate act and deed deliver the within written Declaration of  
Covenants, Restrictions, Easements, and Liens for Amberly Subdivision,  
A Patio Home Development, and that (s)he with Robert C. Clawson  
witnessed the execution thereof.

Sherree' Barton

SWORN TO BEFORE ME THIS

26 DAY OF April, 1985

Sherree' Barton  
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 1/22/86

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