DECLARATION OF
PROTECTIVE COVENANTS FOR
AMBER OAKS FARM SUBDIVISION

BINDING ARBITRATION

NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM
ARBITRATION ACT, SOUTH CAROLINA CODE ANN. § 15-48-10, ET. SEQ.

This is the first page of the Declaration of Protective Covenants for Amber Oaks Farm Subdivision. Pursuant to South Carolina Code §15-48-10, et seq., as amended, these Protective Covenants are subject to the following:

THESE PROTECTIVE COVENANTS ARE SUBJECT TO
ARBITRATION UNDER ARTICLE X HEREIN. THESE
PROTECTIVE COVENANTS ARE BINDING ON ALL OWNERS
OF LOTS WITHIN AMBER OAKS FARM SUBDIVISION,
INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS
IN SAID LOTS.

In the event other pages, including but not limited to, cover pages, indexes, or tables of contents are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Protective Covenants for all legal purposes.

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DECLARATION OF PROTECTIVE COVENANTS
FOR
AMBER OAKS FARM SUBDIVISION

MOON-McMANUS DEVELOPMENT, INC., a South Carolina corporation
"Declarant"), makes this Declaration on this the ____ day of ______, 2007.

WITNESSETH

WHEREAS, Declarant is the owner of certain parcels of real property described
on Exhibit "A," attached to this Declaration; and

WHEREAS, Moon-McManus Land Holding Company, LLC is the owner of
certain parcels of real property described on Exhibit "A," attached to this Declaration; and

WHEREAS, Declarant and Moon-McManus Land Holding Company, LLC
desire to subject the real property described on Exhibit "A," to the provisions of this
Declaration to create a community of single-family detached residential homes.

NOW THEREFORE, Declarant and Moon-McManus Land Holding Company,
LLC hereby declare that the real property described on Exhibit "A" of this Declaration,
including any improvements which may be (but are not required to be) constructed on
that property, is subjected to the provisions of this Declaration. Such real property shall
be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise
encumbered subject to the covenants, conditions, restrictions, easements, assessments,
and liens contained in this Declaration. The provisions of the Declaration shall be binding
on all persons having any right, title, or interest in all or any portion of the property now
or hereafter made subject hereto, their respective heirs, legal representatives, successors,
successors-in-title, and assigns and shall inure to the benefit of each and every owner of
all or any portion thereof.

ARTICLE I
Definitions

Section 1.1 Definitions. The following words, when used in this Declaration
(unless the context shall prohibit), shall have the following meanings:

(a) "Approved Builder" shall mean NVR, Inc., a Virginia corporation d/b/a
Ryan Homes.

(b) "Area of Common Responsibility" shall mean the Common Property,
together with such other areas, if any, for which the Association has
responsibility pursuant to this Declaration, any recorded plat, other
covenants, contracts or agreements

(c) "Association" shall mean Amber Oaks Farm Property Owners Association,
Inc., a South Carolina nonprofit corporation, its successors and assigns

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THIS DECLARATION OF PROTECTIVE COVENANTS CONTAINS ARBITRATION PROVISIONS PURSUANT TO SECTION 15-48-10 ET. SEQ., CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

(d) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under South Carolina law.

(e) "Bylaws" shall refer to the Bylaws of the Association.

(f) "Common Property" shall mean, if any, the real property (including property in the "open space"), interests in real property, and personal property, easements, and other interests, together with improvements located on that property (if any) which are now or are hereafter owned by the Association for the common use and enjoyment of some or all of the Owners including the storm drainage systems which serve the subdivision to the extent that they are outside dedicated rights of way.

(g) "Community" shall mean the real property and interests described on Exhibit "A", and such additions to that property as may be made by Declarant or by the Association pursuant to this Declaration.

(h) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. The Board of Directors of the Association may more specifically determine such standard. Such determination must be consistent with the Community-Wide Standard originally established by the Declarant.

(i) "Declarant" shall mean that person or entity executing this Declaration as Declarant. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a deed filed in the Office of the Greenville County Register of Deeds.

(j) "Declaration" refers to this document and shall include any Supplementary Declaration.

(k) "Exclusive Common Property" shall mean real property, interests in real property, and personal property, easements, and other interests, which the Association owns and which are designated for the common use and enjoyment of less than all of the Owners.

(l) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed on that land, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site shown on a plat recorded in the Office of the Greenville County Register of Deeds. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto (whether or not separately described), all of the right, title, and interest of an Owner in the Common Property supporting said Lot and membership in the Association.
(m) "Member" shall mean and refer to every person who is a member of the Association.

(n) "Mortgage" means any mortgage, security deed, deed of trust, or similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

(o) "Mortgagee" shall mean the holder of a Mortgage.

(p) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(q) "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community; excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(r) "Person" means a natural person, corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(s) "Supplementary Declaration" means an amendment or supplement to this Declaration which places additional restrictions and obligations on the land described therein, or both.

(t) "Total Association Vote" means all of the votes attributable to members of the Association. If the Total Association Vote is taken during a time while Declarant has the right to appoint members of the Board of Directors, a Total Association Vote approving some item or proposition must contain the affirmative vote of Declarant or the item or proposition will be deemed not to have been approved.

ARTICLE II
Property Subject To This Declaration

Section 2.1 Property Subjected To This Declaration. The real property that is subject to the covenants and restrictions contained in the Declaration is the real property described in Exhibit "A."

Section 2.2 Other Property. Only the real property described in Section 2.1 is made subject to this Declaration. However, Declarant may subject additional property by recording one or more Supplementary Declarations.

Section 2.3 Withdrawal of Property. Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the real property described in Exhibit "A" from the coverage of this Declaration. Such amendment shall not require the consent of any person other than the Owner of the property to be withdrawn, if not Declarant. If the property to be withdrawn is common property, the Association shall consent to such withdrawal.
ARTICLE III
Property Owners Association

Section 3.1 Nonprofit Corporation. Amber Oaks Farm Property Owners Association, Inc. is a nonprofit corporation organized under the laws of the State of South Carolina. A Board of four (4) Directors who need not be Members of the Association shall manage the Association. Until the first annual meeting is held, the initial Board of Directors shall be James C. Moon, Steven McManus, Rita McManus and Brentley Reeves. The Association may increase the size of the Board up to seven (7) Members by a majority vote of the Members. The initial mailing address of the Board shall be 306 West Poinsett Street, Greer, South Carolina 29652. Said Board shall be responsible for preparing the initial Bylaws of the Association and distributing the same to the Members thereof.

Section 3.2 Membership. Every person who is record Owner of a fee or undivided fee interest in any Lot that is subject to covenants of record and to assessment by the Association, including contract sellers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a Member of the Association. Ownership of such interest shall be the sole qualification for such membership. No Owner shall have more than one membership in the Association and there shall be only one vote for each Lot in the development. The Lot's vote shall be suspended in the event more than one Person seeks to exercise it. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot that is subject to assessment. The Board of Directors may make reasonable rules regarding proof of ownership.

Section 3.3 Mergers. To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the consent of two-thirds (2/3) of the entire Class A Membership and two-thirds (2/3) of the entire Class B Membership, if any.

Section 3.4 Classes. The Association shall have the following two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant and Approved Builder. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote may be cast with respect to any Lot.

(b) Class B. The Class B Members shall be the Declarant and the Approved Builder, and each shall be entitled to four (4) votes for each Lot in which it holds a fee or undivided fee interest, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; or
(2) On January 1, 2018.

**ARTICLE IV**

**Assessments**

Section 4.1 Purpose of Assessment. The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board.

Section 4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner agrees to timely pay to the Association: (a) annual assessments or charges; (b) special assessments; (c) specific assessments; and (d) benefited assessments against any particular Lot, which are established pursuant to the terms of this Declaration. Each Owner also agrees to pay reasonable penalties as may be imposed in accordance with the terms of this Declaration.

Section 4.3 Late Charges. All assessments shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and costs, including without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

Section 4.4 Personal Liability. Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be Jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

Section 4.5 Certificate of Payment. The Association shall, within five (5) business days after receiving a written request, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.

Section 4.6 Assessments. Assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may allow assessments to be paid by periodic payments, and the Board shall have the right to accelerate any unpaid installments in the event an Owner is delinquent.

Section 4.7 Computation of Annual Assessments. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be mailed or delivered to each Member at least thirty (30) days
prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board. In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year.

Section 4.8 Special Assessments. In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Special Assessments must be approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 4.9 Lien for Assessment. All sums assessed against any Lot, Owner or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.

Section 4.10 Priority. The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the Office of the Greenville County Register of Deeds. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.

Section 4.11 Effect of Nonpayment of Assessment. Assessments (or installments) not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the Assessment is not paid within thirty (30) days, a lien shall attach and shall be evidenced by the filing of a Notice of Lien. The lien shall include all assessments then due or which come due until the lien is canceled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association may institute suit to collect such amounts and foreclose its lien. The Association shall have the right to foreclose its lien in the same manner as provided for the foreclosure of mortgage liens in South Carolina or through any other method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. The Association shall also have the right and option to proceed personally against any defaulting Owner to obtain a judgment for all unpaid assessments, penalties, and late charges which may be added thereto. In any action for collection of past due assessments or in the filing or foreclosure of a lien, the Association may also collect the costs of such collection, including reasonable attorneys' fees.

Section 4.12 No Set Off or Deduction. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience
or discomfort arising from the making of repairs or improvements which are the
responsibility of the Association, or from any action taken by the Association to comply
with any law, ordinance, or with any order or directive of any municipal or other
governmental authority. The obligation to pay assessments is a separate and independent
covenant on the part of each Owner and is not subject to setoff.

Section 4.13 Application of Payments. All payments shall be applied first to
costs (including reasonable attorneys fees), then to late charges, then to interest and then
to delinquent assessments.

Section 4.14 Date of Commencement of Assessments. Assessments shall start on
the first day of the month following the sale of the Lot to a Person; however, the sale of
a Lot to a contractor for the purpose of construction of a home shall not cause
assessments to commence. The first assessment shall be prorated and collected
according to the number of days then remaining in that assessment period at the time the
contractor sells the Lot or the home is otherwise occupied.

At the time of closing of the sale of each Lot, the prorate share of the annual
Property Owner's Association assessment plus an additional 1/12 of the annual
assessment shall be collected from the purchaser and transferred to the Association's
working capital fund and maintained in an account for the use and benefit of the
Association. The purpose of the fund is to insure that the Association Board will have
cash available to meet unforeseen expenditures, or to acquire additional equipment or
services deemed necessary or desirable. Amounts paid into the fund are not to be
considered as advanced payment of regular assessments.

Section 4.15 Specific Assessments. The Board, in its sole discretion, shall have
the power to specifically assess pursuant to this Section, as it shall deem appropriate.
Failure of the Board to exercise its authority under this Section shall not be grounds for
any action against the Association or the Board of Directors and shall not constitute a
waiver of the Board's right to exercise its authority under this Section in the future. The
Board may also specifically assess Owners for the following Association expenses
(except for expenses incurred for maintenance and repair of items which are the
maintenance responsibility of the Association):

(a) Expenses of the Association which benefit less than all of the Lots may be
specifically assessed equitably among all of the Lots which are benefited
according to the benefit received; and

(b) Expenses of the Association which benefit all Lots, but which do not provide
an equal benefit to all Lots, may be assessed equitably among all Lots
according to the benefit received.

Section 4.16 Budget Deficits During Declarant Control. For so long as the
Declarant has the authority to appoint the directors and officers of the Association,
Declarant may (but shall not be required to):

(a) advance funds to the Association sufficient to satisfy the deficit, if any,
between the actual operating expenses of the Association and the sum of the
annual, special, specific, and benefited assessments collected by the
Association in any fiscal year. Such advances shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of the Declarant. The failure of Declarant to obtain a promissory note shall not invalidate the debt; or

(b) cause the Association to borrow funds for said needed advances from a third party at the then prevailing rates in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan; or

(c) acquire property for, or provide services to, the Association or the Common Property. Declarant shall designate the value of the property or the services provided and such amounts, at the request of the Declarant, shall be evidenced by a promissory note of the Association. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

Section 4.17 Benefited Assessment. The Association shall have the power to levy benefited assessments against a particular Lot or Lots to cover the costs, including overhead and administrative costs, of providing services to the Lots upon request of an Owner pursuant to any menu of special services, which the Association may offer. By way of example, such services and facilities might include landscape maintenance, pest control service, trash collection, recycling, and similar services and facilities. The Association may levy benefited assessments in advance of providing the requested service.

Section 4.18 Non-Resident Use of Common Property. Any use of the Common Property by a person who does not qualify as an Owner or his tenant, guest, invitee, or family member shall be prohibited. Nothing in the immediately preceding sentence shall be deemed to negate the Association’s right to charge reasonable admission and other fees for the use of any portion of the Common Property to limit the number of guests of Lot Owners and tenants who may use the Common Property in accordance with Section 9.1.

ARTICLE V
Maintenance & Conveyance of Common Property to Association

Section 5.1 Association’s Responsibility:

(a) The Association shall maintain in good repair the Common Property, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Property, including the land identified as open space. Such maintenance, repair, and replacement as described herein shall require that the Association use its best efforts to protect, maintain, and cultivate the “threatened” species known as the Dwarf-Flowered Heartleaf (*Hexastylis nanijlora*) as those plants are found in the Community. Because the presence of insecticides can reduce the reproductive capacity of the Dwarf-Flowered Heartleaf, the use of insecticides on or in close proximity to said plant is hereby prohibited.
Additionally, except for maintenance of these plants as described above, all persons are prohibited from harming, meddling, touching, or otherwise interfering with the plants themselves or their habitat. Except for maintenance or damage, no tree shall be removed from the open space property. All open space shall be maintained as a perpetual open space easement and shall not be used for any other purpose. Improvements on the land subject to this easement shall not be improved except for pedestrian activity and passive recreation. The open space shall not be divided.

(b) The Association shall also maintain all entry features (including the expenses for water and electricity, if any, provided to all such entry features), and common areas; operate and maintain street lights (if not maintained and operated by a governmental entity or utility company) for the Community; maintain all storm water collection and detention facilities and easements serving the Community (that are not maintained by a governmental entity); maintain all private streets or roads; and all property outside of Lots located within the Community which was originally maintained by Declarant.

(c) The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, including the yards of Owners, where the Board has determined that such maintenance would benefit the Owners. This maintenance right shall include the right of the Association to reset irrigation systems on Lots.

(d) The Association shall also own and maintain landscaping of that easement, buffer or berm area abutting any public right of way or adjoining property. Such maintenance shall include cutting grass and maintaining trees and shrubs initially installed by Declarant or installed by the Association.

(e) In the event that the Association determines that the need for maintenance, repair, or replacement of property described in (a), (b), (c), or (d) above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be a special assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.

(f) All maintenance shall be performed consistent with the Community-wide Standard.

Section 5.2 Owner's Responsibility. Except as provided otherwise in this Declaration or any Supplementary Declaration hereto, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair,
or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association’s intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner’s sole cost and expense, and all costs shall be an assessment.

Section 5.3 Conveyance of Common Property by Declarant to Association. The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association and acknowledged by a letter of acceptance (if requested) and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of the Common Property originally conveyed by Declarant to the Association for no (or nominal) consideration to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

ARTICLE VI
Use Restrictions and Rules

Section 6.1 General. This Section sets out certain use restrictions that must be complied with by all Owners and Occupants. These use restrictions may only be amended as provided in this Declaration. In addition, the Board may, from time to time, in a regular or special meeting by a majority of the Total Association Vote, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a subsequent regular or special meeting by a majority of the Total Association Vote.

Section 6.2 Residential Use. All lots in Amber Oaks Farm Subdivision shall be used for residential purposes exclusively. No business or business activity may be conducted on any of said Lots at any time except that a resident may have a home office so long as such business, in the sole discretion of the Board, does not create a disturbance, increase traffic flow, or parking congestion and complies with all applicable governmental regulations. Leasing of a Lot shall not be considered a business or business activity.

Section 6.3 Sales/Construction Office. The Declarant and Approved Builder shall have the right to operate a sales office and a construction office from one or more Lots within Amber Oaks Farm Subdivision. Declarant and Approved Builder may have
one or more model homes within Amber Oaks Farm Subdivision.

Section 6.4 Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Except as provided above, no exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to, and approved by, an Architectural Review Committee to be established by the Board.

(a) The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.

(b) The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.

(c) Written design guidelines and procedures shall be promulgated for the exercise of this review, provided, however, that such design guidelines and procedures promulgated pursuant to this Section 6.4 shall not apply to the Approved Builder.

(d) So long as the Declarant owns any property for development or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

(e) If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and the requirements of this Section will be deemed to have been fully met. As a condition of approval under this section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not a violation of this
Covenant exists. These Persons shall not be deemed guilty of trespass by reason of such entry.

In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.

(f) Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner or property affected by these restrictions by reason of mistakes in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages, and hereby releases, remises, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance of said parties and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

(g) No sign of any kind, except standard sized signs for the sale of real estate, shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee, which consent shall be in its own discretion. Any sign erected without such consent may be removed by the Architectural Review Committee or any member of the Board of the Association who shall have the right to enter any Lot for such purposes. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. Any sign required by legal proceeding may be erected upon any Lot.

(h) Vehicles. The term "vehicles," as used herein, shall include, without limitation, motorcycles, minivans, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of vehicle parking spaces, all vehicles shall be kept closed at all times except during times of ingress and egress from the garage or from the property. No vehicle, boat, motorcycle, trailer, recreational vehicle, or trailer shall be parked or stored in any common areas of the Community.
may be left within any portion of the Community for extended periods of time (but in no event for a period longer than five (5) days) or for shorter periods in a repetetive manner, in the reasonable discretion of the Board, unless it is stored in a garage. Vehicles, boats, motor homes, trailers, or recreational vehicles which are either unlicensed or inoperable for a period of five (5) days or more may not be stored upon any portion of the Community at any time unless fully enclosed in a garage.

b. No unlicensed vehicle shall be left upon any portion of the Community, except in a garage.

c. Such vehicles identified in (a) and (b) above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the costs of such removal shall be an assessment against the Owner.

(i) **Off Road.** No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

(j) **Leasing.** Lots in Neighborhoods designated for residential development may be leased only for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the terms of the foregoing documents and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

(k) **Occupants Bound.** All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

(l) **Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any residential Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs, which are household pets, shall be kept within a dwelling, enclosed yard, or a yard area bordered by an "invisible fence" designed for animal control, unless on a leash. No pet which has
caused any damage or injury shall be walked in the community, whether on a leash or otherwise. All pets shall be registered, licensed, and vaccinated as required by law. Pets, which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants must be removed from the Subdivision by their owner upon request of the Board. The Board is authorized (but not required) to issue reasonable rules for the protection of all Owners in the Subdivision relating to the number and size of the pets, which may be kept on any numbered Lot. If the Board promulgates reasonable rules under this paragraph and a future Board changes the rules, pets existing at the time of the change shall be permitted to stay in the Subdivision. New or additional pets will have to comply with the new rule. Pet owners shall be required to remove animal wastes left by their pets from lots, common areas, and streets immediately.

(m) Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community. Nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device (except such devices as may be used exclusively for security purposes) shall be located, installed, or maintained upon the exterior of any Lot unless required by law.

(n) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities (including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices) which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken in any part of the Community.

(o) Antennas. Unless prohibited by law, no exterior antennas of any kind, including, without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee. Satellite dishes, which are standard colors and are eighteen inches or less shall be allowed, provided they are not prominently visible from the street, are installed upon or adjacent to a residence, and are integrated with the surrounding landscape. If an antenna is installed on the sides of the house, it shall not be placed in a position that from the street, it appears to be on the front of the house.
(p) **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas, including but not limited to fences which impede the flow of water. Declarant shall have the right to enter onto any Lot or other property within the Subdivision to remove any such obstruction or debris. No Owner or Occupant may alter, obstruct, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.

(q) **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(r) **Garbage Cans, Woodpiles, Etc.** All garbage cans, woodpiles, hot tubs, spas, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant reserves the right to dump and bury rocks on the property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except that Declarant may maintain a "burn pit" during development and construction of the Community. The Association may require Owners to use one trash company for trash removal.

(s) **Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Declarant’s right to replat any Lot shall include the right to change the configuration of streets and otherwise make changes on the final plat for the Community as to how the streets and common areas in the Community are laid out.

(t) **Guns.** The use of firearms in the Community is prohibited. The term "firearms" includes shotguns, rifles, pistols, "BB" guns, pellet guns, paintball guns, and small firearms of all types.

(u) **Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is owned by Declarant. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property.
(v) **Utility Lines.** No overhead utility lines, including lines for cable television, shall be permitted within The Community, except for temporary lines as required during construction, and lines installed by or at the request of Declarant.

(w) **Air-Condition Units.** No window or through the wall air conditioning or heating units are allowed.

(x) **Lighting.** Except as may be permitted by The Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) streetlights in conformity with an established street lighting program for the Community; (c) seasonal decorative lights (but only for a period of time and in a manner consistent, in the opinion of the Architectural Review Committee, with the character of the Subdivision); or (d) front house illumination of model homes.

(y) **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, flag poles, and similar items must be approved by The Architectural Review Committee.

(z) **Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

(aa) **Swimming Pools and Hot Tubs.** No swimming pool shall be constructed, erected, or maintained upon any Lot except with the prior written approval of the Architectural Review Committee. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee.

(bb) **Gardens and Play Equipment.** No vegetable garden, statuary, or play equipment shall be erected on any Lot without the prior written consent of the Architectural Review Committee, and any such items must be located between the rear dwelling line and the rear lot line.

(cc) **Mailboxes.** All mailboxes and posts located on residential Lots shall be of uniform or similar style approved by the Architectural Review Committee. Each Owner shall maintain said mailboxes and posts. The Association shall have the right to require the use by all Owners of a central mail center.

(dd) **Exteriors.** The Architectural Review Committee must approve any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling.

(ee) **Clothesline.** No exterior clotheslines of any type shall be permitted upon any
Lot.

(ff) Exterior Security Devices. No exterior security device, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than 6" by 6" placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

(gg) Entry Features. Owners shall not alter, remove, or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.

ARTICLE VII
Insurance and Casualty Losses

Section 7.1 Insurance on Common Property. The Board of Directors, as the duly authorized agent of the Association, shall have the authority to obtain insurance for all insurable improvements (whether or not located on the Common Property), which the Association is obligated to maintain.

Section 7.2 Liability Insurance. The Board shall obtain, if reasonably available, directors' and officers' liability insurance.

Section 7.3 Damage and Destruction-Insured by Owners. The damage or destruction by fire or other casualty to all or portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter.

ARTICLE VIII
Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Section apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained there in.

Section 8.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner
of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 8.2 No Priority. No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to, or a taking of, the Common Property.

Section 8.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 8.4 Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any or the acts set out in this Section.

Section 8.5 Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

ARTICLE IX
Easements

Section 9.1 Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(2) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any
assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(3) the right of the Association to borrow money for the purpose of improving or maintaining the Common Property, or any portion thereof, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community. Any such Mortgage on the Common Property shall be subject to approval by at least two-thirds (2/3) of the Total Association Vote (excluding votes held by the Declarant). Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default hereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community;

(4) the right of the Association to dedicate or grant licenses, permits or easements over, under and through the Common Property to governmental entities for public purposes; and

(5) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least two-thirds (2/3) of the Total Association Vote excluding votes held by the Declarant.

(b) Delegation. Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family in residence and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's lot, if leased.

Section 9.2 Easements for Utilities. Declarant and the Association hereby reserve, and Moon-McManus Land Holding Company, LLC hereby grants, blanket easements upon, across, above and under all property within the Community, including all Lots, for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as
well as storm drainage and any other service or system which the Declarant or the Association might decide to have installed to service the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.

Section 9.3 Easement for Drainage. Declarant hereby reserves, and Moon-McManus Land Holding Company, LLC hereby grants, a perpetual easement across all Community property for the purpose of altering drainage and water flow across all Community property. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping water flow across any Lot or any property in the Community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 9.4 Easement for Entry. In addition to the other rights reserved to Declarant and the Association, Moon-McManus Land Holding Company, LLC grants, and the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot within the Community for emergency, security, and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition, which may increase the possibility of a fire, slope erosion, or other hazard or condition in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 9.5 Easement for Maintenance. Declarant hereby expressly reserves, and Moon-McManus Land Holding Company, LLC grants, a perpetual easement for the benefit of Declarant or the Association across such portions of the Community, determined in the sole discretion of the Declarant and the Association, as is necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 9.6 Easement for Entry Features. Declarant and the Association hereby reserve, and Moon-McManus Land Holding Company, LLC hereby grants, an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land.
under and around such entry features.

Section 9.7 Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant’s right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder or developer approved by Declarant to maintain and carry on construction or development upon such portion of the Community as Declarant may reasonably deem necessary or desirable. This reserved easement shall include an easement for such facilities and activities, which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Community.

This easement shall include without limitation:

(a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as any Lot in the Community;

(b) the right to tie into any portion of the Community with driveways, parking areas, and walkways;

(c) the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device, which provides utility or similar services;

(d) the right (but no the obligation) to construct recreational facilities on Common Property;

(e) the right to carry on sales and promotional activities in the Community;

(f) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Property;

(g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities;

(h) Declarant and any such builder or developer may use residences owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. The person causing the damage at its sole expense shall repair any damage. This section shall not be amended without the Declarant’s express written consent.
until the Declarant’s rights hereunder have terminated as provided in this Declaration.

Section 9.8 Irrigation Easements. Declarant and the Association hereby reserve, and Moon-McManus Land Holding Company, LLC hereby grants, a blanket easement to drill a water well within the Community for irrigation purposes.

Section 9.9 Fence Easement. Declarant hereby reserves, and Moon-McManus Land Holding Company, LLC grants, an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

ARTICLE X
General Provisions

Section 10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such Owner’s Lot, if any. Since violation of the covenants by an Owner causes damages to the Association and in recognition that such damages may be difficult to calculate, the Board may impose as liquidated damages the amount of $50 per day from the time notice of non-compliance is delivered by the Association to an Owner until such violation has been cured, which shall be collected as provided herein for the collection of assessments. The Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for such liquidated damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 10.2 ARBITRATION OF DISPUTES. ALL MEMBERS OF THE ASSOCIATION AGREE THAT ANY DISPUTE ARISING BETWEEN THE MEMBERS AND THE ASSOCIATION, OR ANY DISPUTE ARISING BETWEEN THE ASSOCIATION AND THE DECLARANT SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT JURISDICTION AND VENUE FOR ANY DISPUTE RESOLUTION HEREUNDER SHALL BE GREENVILLE COUNTY, SOUTH CAROLINA.

Section 10.3 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be
reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restriction. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 10.4 Duration. The covenants and restrictions of this Declaration shall run with and bind the Community for a term of 20 years from the date this Declaration is recorded, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors, and assigns. Said covenants and restrictions shall be automatically extended for successive periods of (10) years each, unless a written instrument reflecting disapproval signed by the then Owners of two-thirds (2/3) of the Lots and the Declarant (if the Declarant still owns any property in the Community or has the right to annex additional property) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

Section 10.5 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage Loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended:

(a) for so long as the Declarant owns any property in the Community or has the right to annex additional property, with the affirmative written consent of the Declarant and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots;
(b) if the Declarant no longer owns any Property in the Community and no longer has the right to annex additional property, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots.
Section 10.6 Partition. The property identified as open space shall remain undivided and maintained as permanent open space in perpetuity. No Owner or any other Person shall bring any action for partition or division of the whole or any part thereof.

Section 10.7 Gender and Grammar. The singular, wherever used herein, shall be constructed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 10.9 Captions. The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 10.10 Indemnification. To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer of the Association and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by an officer or director in connection with any action, suit, or other proceeding to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This indemnification shall also include attorney's fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 10.11 Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall, upon reasonable notice, be made available for inspection and copying
by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first mortgage at any reasonable time and for a purpose reasonably related to such person's interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the work when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**Section 10.12 Financial Review.** A review of the books and records of the Association shall be made annually in the manner as the Board may decide; provided, however, after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

**Section 10.13 Notice of Sale, Lease, or Acquisition.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

**Section 10.14 Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community or has the right to unilaterally annex additional property to the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

**Section 10.15 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**Section 10.16 Conflicts.** In the event of any irreconcilable conflict between this Declaration and the Bylaws of the Association, the provisions of this Declaration shall
control. In the event of any irreconcilable conflict between this Declaration or the
Bylaws of the Association and the Articles of Incorporation of the Association, the
provision of the Articles shall control.

Section 10.17 No Mechanic's Liens. No Owner shall have the right to subject any
portion of any Owner's Lot or residence or any part of the Community other than its own
Lot or residence to any lien for goods, labor, or materials supplied at the request of said
Owner, and no person performing services, labor, or materials or goods to or for said
Owner shall have any right of lien with respect to any other Owner's Lot or residence or
the remaining portions of the Community. Each Owner shall keep the Lot of any other
Owner and the Community free of all mechanic's liens or claims resulting from goods,
labor, or materials supplied at the request of said Owner and, upon written request, said
Owner will take all steps necessary, including obtaining a bond in favor of the claimant,
for the removal of the mechanic's lien from the other Owner's Lot or property
constituting the Community.

ARTICLE XI
Variances

Notwithstanding anything to the contrary contained herein, the Declarant and the
Board or its designee shall be authorized to grant individual variances from any of the
provisions of this Declaration, the Bylaws and any rule, regulation or use restriction
promulgated pursuant thereto if it determines that waiver of application or enforcement of
the provision in a particular case would not be inconsistent with the overall scheme of
development for the Community.

ARTICLE XII
Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by
the Association unless approved by at least seventy-five percent (75%) of the Total
Association Vote. This Section shall not apply, however, to (a) actions brought by the
Association to enforce the provisions of this Declaration (including, without limitation,
the foreclosure of liens), (b) the imposition and collection of assessments as provided in
this Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d)
counterclaims brought by the Association in proceedings instituted against it. This
Section shall not be amended during the time period when Declarant owns any property
for development or sale in the Community, or has the right to unilaterally annex
additional property to the Community unless such amendment is made by the Declarant.

ARTICLE XIII
Condemnation

Section 13.1. Partial Taking: Without Direct Effect on Lots. If any part of the
property located within the Community shall be taken or condemned by any authority
having the power of eminent domain, such that no Lot is taken, all compensation and
damages for and on account of the taking of the Common Property, exclusive of
compensation for consequential damages to certain affected Lots, shall be paid to the
Board in trust for all Owners and their Mortgagees according to the loss or damages to
their respective interests in such Common Property. The Association, acting through the Board, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Property, without limitation on the right of the Owners to represent their own interests. Each Owner, by acceptance of a deed to a Lot, hereby appoints the Board as attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Property. Such proceeds shall be used to restore the Common Property with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Owners whose Lots are specifically affected by the taking or condemnation shall not be prevented from joining in the condemnation proceedings and petitioning on their own behalf for consequential damage relating to loss of value of the affected Lots or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Property. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board, in its sole discretion.

Section 13.2. Partial or Total Taking: Directly Affecting Lots. If any part of the property located within the Community shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Property as provided in Section 13.1 and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of anyone or more of the Lots or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagors, as their interests may appear. If all of the property located within the Community shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Property shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

Section 13.3. Notice to Mortgagees. A notice of any eminent domain or condemnation proceeding shall be sent to all Mortgagees who have served written notice upon the Association in accordance with Section 8.1.

[Signature Pages Follow]
IN WITNESS WHEREOF, the undersigned Declarant herein, hereby executes this instrument under seal this ___ day of June, 2007.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]

DECLARANT:

MOON-McMANUS DEVELOPMENT, INC.
a South Carolina Corporation

By: [Signature]

James C. Moon
Its: Vice-President

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Moon-McManus Development, Inc., by its duly authorized officer, sign, seal and as its act and deed, deliver the within-written Declaration and the (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN to before me this 6th day of June, 2007

[Signature]

[Commission Expiration: November 9, 2016]
IN WITNESS WHEREOF, the undersigned hereby executes this instrument under seal this day of June, 2007.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MOON-McMANUS LAND HOLDING COMPANY, LLC
a South Carolina limited liability company

By: James C. Moon
Its: Vice-President

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Moon-McManus Land Holding Company, LLC, by its duly authorized officer, sign, seal and as its act and deed, deliver the within-written Declaration and the (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this day of , 2007

[Signature]

[Notary Public Seal]

[Notary Public Commission Expires November 9, 2016]
EXHIBIT “A”

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 21.569 acres, more or less, being more fully described on a plat of survey prepared by Freeland & Associates, Inc. recorded on August 24, 2006, in Plat Book 1017 at page 48 in the ROD Office for Greenville County, South Carolina. Reference is made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Moon-McManus Land Holding Company, LLC, by deed of Blue Ridge Dairy, Inc., dated August 14, 2006, and recorded on August 24, 2006, in Deed Book 2223 at Page 1449 in the ROD Office for Greenville County, South Carolina.

The above-described parcel is a portion of Tax Map No. 634.2-1-29.

ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 25.389 acres, more or less, being more fully described on a plat of survey prepared by Freeland & Associates, Inc. recorded on August 24, 2006, in Plat Book 1017 at pages 49-50 in the ROD Office for Greenville County, South Carolina. Reference is made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Moon-McManus Land Holding Company, LLC, by deed of Jeannie L. Johnson and Steven D. Johnson, dated August 14, 2006, and recorded on August 24, 2006, in Deed Book 2223 at Page 1451 in the ROD Office for Greenville County, South Carolina.

The above-described parcel is Tax Map No. 634.2-1-49.

ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 22.024 acres, more or less, being more fully described on a plat of survey prepared by Freeland & Associates, Inc. recorded on August 24, 2006, in Plat Book 1017 at pages 51-52 in the ROD Office for Greenville County, South Carolina. Reference is made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Moon-McManus Land Holding Company, LLC, by deed of Kenneth L. Williams, dated August 14, 2006, and recorded on August 24, 2006, in Deed Book 2223 at Page 1455 in the ROD Office for Greenville County, South Carolina.

The above-described parcel is a portion of Tax Map No. 634.2-1-29.

ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract A, containing 20.006 acres, more or less, being more fully described on a plat of survey prepared by Freeland & Associates, Inc. recorded on August 24, 2006, in Plat Book 1017 at page 51 in the ROD Office for Greenville County, South Carolina. Reference is made to said plat for a more complete description of metes and bounds thereof.
This being the same property conveyed to Moon-McManus Development, Inc. by deed of Kenneth L. Williams dated August 14, 2006, and recorded on August 24, 2006, in Deed Book 2223 at Page 1457 in the ROD Office for Greenville County, South Carolina.

The above-described parcel is a portion of Tax Map No. 634.2-1-29 and includes the parcels having the following Tax Map Nos.: 0634070100100, 0634070100200, 0634070100300, 0634070100400, 0634070100500, 0634070100600, 0634070100700, 0634070100800, 0634070100900, 0634070101000, 0634070101100, 0634070101200, 0634070101300, 0634070101400, 0634070101500, 0634070101600, and 0634070101700.

ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract B, containing 18.513 acres, more or less, being more fully described on a plat of survey prepared by Freeland & Associates, Inc. recorded on August 24, 2006, in Plat Book 1017 at page 51 in the ROD Office for Greenville County, South Carolina. Reference is made to said plat for a more complete description of metes and bounds thereof.

This being the same property conveyed to Moon-McManus Development, Inc. by deed of Kenneth L. Williams dated August 14, 2006, and recorded on August 24, 2006, in Deed Book 2223 at Page 1453 in the ROD Office for Greenville County, South Carolina.

The above-described parcel is a portion of Tax Map No. 634.2-1-29.