



**"Bylaws"** mean the Bylaws of the Association, as amended from time to time.

**"Common Area"** means and includes the following: (i) all that certain real property described in Exhibit C attached hereto and (ii) any and all property interests granted to and held by the Association for the benefit of any one and all Owners, including but not limited to any easements for ingress and egress granted by the Owners (or any Owner's predecessor-in-title) to the Association and land owned in fee simple by the Association.

**"Common Expenses"** means (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area, after excluding therefrom such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Association Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

**"Developer"** means FOR 8 CORPORATION, INC., its successors and assigns.

**"Document"** means the Covenants and Restrictions for Owens Farm, and any and all terms conditions, addenda, or exhibits, or incorporations by reference herein, as the same may be amended from time to time.

**"Land"** means the certain real property described in Exhibit A attached hereto.

**"Owner"** means the record owner, whether one or more persons, of fee simple title in and to any Lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

**"Percentage Interest"** means the percentage of undivided interest each Owner owns in the Project; and **"Total Percentage Interests"** means the aggregate of all the Percentage Interests. By way of example, an Owner owning one Lot has a seven and 69/100 percent (7.692%) Percentage Interest.

**"Project"** means the Land, the buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto.

**"Rules and Regulations"** means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Areas and Lots.

**"Lot"** means that part of the Project intended for independent use by an Owner situate within the Lot Boundaries designated in the Site Plan.

**"Lot Estate"** means all the components of ownership held by an Owner, including the rights and interests of the Owner in and to the Lot, the rights of use of the Common Area. Unless the context requires otherwise, all references to "Lots" herein shall include the "Lot Estate".

## **ARTICLE TWO Administration**

**Section 2.1: The Association.** The administration of the Common Areas shall be the responsibility of the Association. The Association shall be comprised of all the Owners of Lots. Each Lot shall have a single Membership Interest in the Association, which Interests shall be appurtenant to, and may not be separated from, ownership of any Lot. Each Membership Interest in the Association shall be entitled to cast one vote, subject at all times to the duly adopted Bylaws of the Association. The Association and the Owners shall be governed by this document and the Bylaws, as the same may be amended from time to time.

**Section 2.2: Access to Records.** The Association shall make available to Owners and mortgage holders, insurers or government guarantors of any mortgage, current copies of the books, records, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection, upon request, during normal business hours or under other reasonable circumstances. Any party entitled to the benefits of this Section shall be permitted to designate one or more agents who shall be permitted to represent said party in connection with any and all reviews of the books, records, contractual arrangements and financial statements of the Association.

**Section 2.3: Rules and Regulations.** The Board of Directors shall be entitled to promulgate reasonable Rules and Regulations from time to time, which shall be binding upon the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Lots and Common Area.

## **ARTICLE THREE Property Rights**

**Section 3.1: Lots.** Each Lot Estate shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this document, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of this document, shall be entitled to the exclusive ownership and possession of his or her Lot.

**Section 3.2: Common Areas.**

- (a) **Ownership.** The Common Areas shall be owned by the Association.
- (b) **Use of Common Areas by Owners.** Each Owner shall have the right to use the Common Areas in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of the other Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests shall abide

by all Rules and Regulations from time to time in effect governing the use of the Common Area.

- (c) Perpetual Easement to Common Area. Each Owner hereby is granted a perpetual, free, continuous and uninterrupted easement, privilege and use across the Common Areas for the purpose of access, ingress and egress to the Owner's Lot. This Easement shall bind and inure to the respective benefit of Grantor and Grantee, their heirs, personal representatives, successors and assigns.

**Section 3.3: Status of Title to the Land.** The Developer represents and warrants to the Association and all the Owners that as of the effective date hereof, the Developer has good, fee simple, and marketable title to the Land. The rights and interests of all Owners in and to the Common Area shall be subject only to (i) the terms and conditions of this document (ii) liens for real estate taxes for 2017 and subsequent years; (iii) easements, conditions, covenants and restrictions existing against the property; and (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the project from time to time; provided, however, that the Developer warrants that the foregoing do not unreasonably interfere with the use of the Project for residential purposes. In addition, the Developer warrants that it will pay all parties who have provided materials to or rendered services in connection with the construction of the Project in a timely manner and shall indemnify and hold the Association and the Owners harmless from all liens, claims or causes of action of persons who have supplied materials to or rendered services in connection with the construction of the project by Developer.

**Section 3.4: Limited Warranty and Limitation of Remedies.** Developer makes the following representations and disclaimers **solely as to the Common Area:**

- (a) Disclaimer of Warranty. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE DEVELOPER IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION.
- (b) Limitation of Remedies. Each Owner, in accepting a deed from the Developer or any other party to a Lot, expressly acknowledges and agrees that this Section 3.4(a) establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and the remedies available with regard thereto.

- (c) Indemnity. The Association hereby agrees to holds harmless and indemnify the Developer for any damages, losses, fees, or costs arising from either: (i) the Developer's ownership of the Common Area or (ii) any claim as to or arising from the condition of the Common Area, whether or not attributable to the Developer, and without regard to whether any such conduct attributable to the Developer, its employees, agents, or licensees was negligent, willful, wanton, or reckless.

## ARTICLE FOUR Assessments

**Section 4.1: Creation of Lien and Personal Obligation for Assessments.** Each Lot Estate is and shall be subject to a lien and permanent charge in favor of the Association for any of the Assessments, capital contributions, or other charges or fines set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Lot Estate at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot Estate, and each and every Owner by acquiring or holding an interest in any Lot Estate thereby covenants to pay such amount to the Association when the same shall become due.

**Section 4.2: Annual Assessments; Transfer Contributions.** No later than fifteen (15) days prior to the end of each calendar year, the Board of Directors shall set the "Annual Assessments" by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Lots in accordance with their respective Percentage Interests and shall give written notice to each Owner of the Annual Assessment fixed against his Lot for such immediately succeeding calendar year. The Annual Assessments levied by the Association shall be collected as provided in Section 4.4. The Annual Assessments shall be levied against the Lot Owners and Lots to defray the Common Expenses of the Project. The Common Expenses of the Project shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities and shall include the following: (i) management fee, if any, and expenses of the administration of the Project; (ii) common utility bills and charges for other common services related to the Common Areas, including but not limited to, water, sewerage, water for landscape irrigation, electricity and other utility expenses; (iii) premiums for all insurance policies maintained by the Association; (iv) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder; (v) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and (vi) the creation and maintenance of such reserve funds as the Board of Directors shall determine, including but not limited to, a reserve for repairs and maintenance of the private driveway that accesses each Lot.

**Section 4.3: Special Assessments.** In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common Area (including the

necessary fixtures and personal property related thereto); provided, however, that any such Special Assessments shall have the assent of Owners representing a majority of the Total Percentage Interests, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Assessment. Written notice of such meeting shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. The period of the Special Assessments and manner of payment shall be determined by the Board of Directors.

**Section 4.4: Date of Commencement of Annual Assessments; Due Date.** Although the Annual Assessment is calculated on a calendar year basis, each Owner of a Lot shall be obligated to pay to the Association or its designated agent such Assessment in equal quarterly installments on or before the first day of each quarter during such calendar year. The obligations of Owners regarding the payment of quarterly portions of the Annual Assessments provided for in this Article Four shall as to each Lot commence upon the date of Closing of the sale from Developer to a subsequent Lot Owner, if such date is different from the beginning of a calendar quarter with the quarterly installment being prorated as of the date of closing (such date shall become the "commencement date"). The first quarterly payment of the Annual Assessment for each such Lot shall be an amount equal to the quarterly payment for the fiscal year in progress on such commencement date, divided by the number of days in the quarter of conveyance, and multiplied by the number of days then remaining in such quarter. The Association shall, upon demand at any time, furnish to any Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

**Section 4.5: Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien – Remedies of the Association.**

- (a) If an Assessment, capital contribution, or other charge is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Lot Estate to which it relates, and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Owner to pay such Assessment, however, shall remain his personal obligation. Furthermore, such prior Owner and his successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title.
- (b) In the event any Assessment is not received within ten (10) days of the due date thereof, a late charge in the form of a service fee to be set by the Board of Directors shall be added to the Assessment and shall be due and payable on demand. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, interest at the rate of twenty-four percent (24%) per annum (not to exceed the highest lawful rate) shall be added to the Assessment and shall be due and payable on demand. Interest will continue to accrue until the Assessment is paid in full.

- (c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Lot Estate to which it relates or pursue both such courses at the same time or successively. In any event, the Association shall be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Lot or otherwise.
- (d) During any period in which an Owner shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the Common Area, except for ingress and egress to the Owner's Lot, may be suspended by the Board of Directors until such time as the Assessment has been paid.

**Section 4.6: Subordination of the Charges and Liens to Mortgages.** The lien and permanent charge for the Assessments (together with late charges, interest, fees and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Lot Estate if, but only if, all such Assessments with respect to such Lot Estate having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot Estate of his personal obligation to pay all Assessments coming due at a time when he is the Owner; shall not relieve such Lot Estate from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a mortgagee or such mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Lot Estate to the mortgagee or to any other person pursuant to a foreclosure sale shall relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

**Section 4.7: Reserve Fund.** The Board of Directors shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area. The Board of Directors shall include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and shall cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.

## **ARTICLE FIVE**

### **Insurance**

**Section 5.1: Hazard Insurance.**

- (a) The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the Common Areas.
- (b) The Association shall be the named insured under the referenced policy.
- (c) All policies shall be written with a company licensed to do business in the state of South Carolina, holding a general policyholder rating of "A" or better by Bests Insurance Reports and in a financial category of Class VI or better in Bests Key Rating Guide.
- (d) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs.

**Section 5.2: Liability Insurance.** The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common. Coverage limits shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area, and legal liability arising out of Workmen's Compensation laws.

**Section 5.3: Damage and Destruction.** Immediately after all or any part of the Common Area covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty.

## **ARTICLE SIX**

### **Architectural Control**

**Section 6.1: Approval Required for Changes.** To preserve the original architectural appearance of the Project, after the purchase of a Lot from the Developer, its successors or assigns, no exterior construction (except such construction performed by the Developer) of any nature whatsoever, shall be commenced or maintained upon any building, including without limitation, the Common Area, nor shall there be any change, modification or alteration (except such changes, modifications or alterations performed by the Developer) of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint any gate, fence or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.



Failure to submit plans or commencing construction without the prior written approval of the Board of Directors (as required by this Section 6.1) shall be grounds for the Board of Directors to levy a fine against any such Owner. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

**Section 6.2: Lien for Fines; Enforcement; Easement of Access for Enforcement; Remedy of Foreclosure.** The Board of Directors of the Association shall have the specific, nonexclusive right (but not the obligation) to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates or attempts to violate any such provision contained herein by filing any such fine as a lien against such Lot in the public records of Greenville County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein. The Association shall have an easement and right of access over, upon, and across the Lots in the Project for purposes of enforcing the provisions of this Article.

**Section 6.3: Effect of Failure to Approve or Disapprove.** If the Board of Directors fails to approve or disapprove the design of any proposed improvements within forty-five (45) days after plans, specifications, and site plan therefor have been received by the Board, approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Board if they contain erroneous data or present inadequate information upon which the Board could arrive at a decision. Notwithstanding the foregoing, the Board shall have no right or power, either by action or failure to act, to waive or grant any variance relating to any mandatory requirements specified in the Declaration.

**Section 6.4: Limitation of Liability.** Neither the Board of Directors, the members thereof, Association Members, nor the Developer shall be liable in damages or otherwise to any Lot Owner or anyone submitting plans, specifications, site plans, and other submittals pursuant to this Article Six, or to any third party, member of the Association, or Owner of any other Lot with respect to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans, or other submittals pursuant to this Article Six, or with respect to any claims of mistake of judgment, negligence, nonfeasance, or breach of duty arising out of or related to this Article Six.

## **ARTICLE SEVEN**

### **Lot Restrictions**

**Section 7.1: Residential Use.** All Lots shall be, and the same hereby are, restricted exclusively to residential use. No immoral, improper, offensive or unlawful use shall be made of any Lot and no use or condition shall be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No fire hazard

shall be allowed to exist and no use or condition shall be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations in effect from time to time governing the use of Lots.

**Section 7.2: Construction and Sale Period.** Anything contained herein to the contrary notwithstanding, it shall be permissible for the Developer to maintain, during the period of construction and sale of Lots, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Lots, including, but without limitation, business offices, storage areas, signs, model lots and, sales offices.

**Section 7.3: Animals and Pets.** Only normal household pets may be kept or harbored in the Lot such as dogs, cats, fish and birds. The Board of Directors may pass rules limiting the number of pets in any one (1) Lot. In no event shall dogs or cats be permitted in any of the Common Area unless carried or on a leash. The Owner shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the property.

**Section 7.4: Exterior Antennas & Signs.** No exterior television or radio antennas or signs of any kind (including "For Rent" or "For Lease" signs) shall be placed on any portion of the Project without prior written approval of the Board of Directors.

**Section 7.5: Leasing.** No Lot Owner may lease his respective Lot to any third party within one year of taking possession of said Lot, whether such Lot Owner took possession by purchase, gift, foreclosure, or any other voluntary or involuntary transfer. Any Lot Owner that leases his respective Lot to any third party more than one year after taking possession of said Lot shall engage the services of a professional property management service approved by the Board of Directors. The Board may promulgate a list of acceptable Property Management companies of which it approves. No Lot Owner may lease a Lot as furnished space. All leases or rental agreements shall be in writing and shall be specifically subject to this document and any documents promulgated by the Board of Directors.

Any violation of this Section 7.5 by a Lot Owner shall be grounds for the Board of Directors to levy a fine against any such Owner in its reasonable discretion. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

## **ARTICLE EIGHT**

### **Easements**

**Section 8.1: Encroachments; Support.** If any portion of the Common Area encroaches upon any Lot or any structure, or facility related thereto (i.e., HVAC system) encroaches upon any other Lot or upon any portion of the Common Area as a result of construction, settling or shifting of a building, an easement shall exist for the encroachment and for the maintenance of the same so long

as the building stands. If any building, any Lot, any adjoining part of the Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area upon any Lot or of any Lot upon any other Lot or upon any portion of the Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

To the extent that any land or improvements that are part of the Common Area or a Lot now or hereafter supports or contributes to the support of any other land or improvement that is part of the Common Area or another Lot, the land or improvement providing such support is hereby burdened with an easement and right for support for the benefit of the other land or improvement that is supported.

**Section 8.2: Landscaping.** There is hereby granted a non-exclusive, perpetual easement upon, across, over and under each and every Lot for ingress, egress, installation, replacing, repairing, and maintaining landscaping, sprinkler systems, and items related thereto.

**Section 8.3: Utilities.** There is hereby granted a blanket easement upon, across, over and under all the Land for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, sewers, cable television, telephones and electricity, such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Land and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Lots. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Land.

**Section 8.4: Other.** There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter and right of entry upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this section shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

**Section 8.5: Authority to Grant Easements.** The Association has the authority to execute, acknowledge, deliver, and record on behalf of the Lot Owners, easements, rights-of-way, licenses and similar interests affecting the Common Area.

**Section 8.6: Reservation of Easements by Developer.** Until Developer has completed all of the improvements on the Land, the Developer reserves:

- (a) non-exclusive, perpetual easements and rights-of-way in common with others for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes over the common elements; and

- (b) non-exclusive, perpetual easements and rights-of-way for the construction of additional improvements and for the installation, maintenance and use of water, sewer, electrical, drainage, surface water run-off, cable television, telephone lines and other utilities and facilities, on, over and along the common elements; and
- (c) non-exclusive, perpetual easements and rights-of-way to connect with and make use of, and the right, but not the obligation, to maintain, repair and replace, all utility lines, pipes, conduits and facilities in connection therewith located on, over and along the common elements: and
- (d) non-exclusive, perpetual easements and rights-of-way to use the General Common Areas in common with others for the purpose for which they are intended.
- (e) non-exclusive, perpetual easements for the installation and maintenance of utilities, including transformers and service facilities, and other commonly beneficial amenities, including, without limitation, mailboxes, trash containers, and area lighting over the Property and Common Areas.
- (f) an easement for the benefit of the Developer over the Common Areas for the purpose of temporarily storing construction materials or parking vehicles and equipment in connection with the construction of improvements on the Common Areas or on property owned by the Developer within the Project.

In addition, Developer may maintain, during the period of construction and sale of the Lots, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Lots, including, but without limitation, business offices, storage areas, signs, model lots and sales offices.

The foregoing reserved easements shall run with the land, have a terminus on adjoining property of Developer, are appurtenant to adjoining land of Developer, and are essential and necessary to the enjoyment of Developers adjoining property.

**Section 8.7: Setbacks and Building Lines.** Each Structure, including, without limitation, residential dwellings, garages, whether attached or detached, utility buildings, and any other permitted structures erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the recorded Plats of the Project, including without limitation the Site Plan.

Sub-dividing Lots: Combining Lots. No Lot may be subdivided so that it faces a street other than as shown on the pertinent Plat of the Property. Lots or portions thereof may be combined with adjacent Lots to form a larger Lot than shown on a Plat. Easements and rights-of-way reserved in Article Eight shall then apply to new exterior Lot lines.

## ARTICLE NINE Miscellaneous

**Section 9.1: Amendment.** Amendments to this document may be proposed by the Board of Directors or any member of the Association in accordance with the following procedure:

- (a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered;
- (b) Adoption. This document may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this document upon the vote of Owners representing at least seventy-five (75%) percent of the Total Percentage Interests;
- (c) Recording. A copy of each amendment provided for in this Section 9.1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

**Section 9.2: Covenants Running With the Land.** All provisions of this document shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to every Lot and the appurtenances thereto; and each and every provision of this document shall bind and inure to the benefit of all Owners or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

**Section 9.3: Severability.** Invalidation of any covenant, condition, restriction or the Rules and Regulations of this provision of this document, the Bylaws or the Rules and Regulations shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

**Section 9.4: Restraints on Alienation.** If any of the covenants, conditions, restrictions or other provisions of this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Samuel Lindsay Carrington.

**Section 9.5: Headings.** All Article and Section headings are utilized merely for convenience and shall not limit or enlarge the application of the respective Articles or Sections.

**Section 9.6: Arbitration.** Any dispute or controversy arising under or in connection with this Document shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Greenville, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within one hundred twenty (120) days after the last of the arbitrators has been selected. If any party to this Document fails to select an arbitrator with regard to any dispute submitted to arbitration under this Section, within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. Each party to an arbitration proceeding under this

Section shall pay an equal portion of all arbitrators' expenses and fees, together with other expenses of arbitration, except that the parties shall bear their own respective expert witness, professional and attorneys' fees.

*{Signatures appear on the following pages}*



EXHIBIT A  
(Legal Description of Land)

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in Greenville County, State of South Carolina, fronting on Owens Road, and being a portion of a 10.20 acres, more or less, on a survey entitled "Survey for Don Rex," recorded in the ROD Office for Greenville County in Plat Book 43-L at Page 64; and being more recently and specifically shown on a survey entitled "Survey for Eric R. and Teresa M. Lamb", as TRACT A, containing 8.829 acres, more or less, prepared by Site Design Surveying, Inc., dated April 13, 2016 and recorded in the ROD Office for Greenville County in Plat Book 1236 at Page 0012. Reference being made to said latter survey for a more complete and accurate description.

This being the same property conveyed unto FOR 8 CORPORATION, INC. by deed of Eric R. Lamb and Teresa M. Lamb dated April 21, 2016 and recorded April 25, 2016 in Deed Book 2486 at Page 3529 in the Register of Deeds Office for Greenville County, South Carolina.

Note: For purposes of clarity, the legal description does not include lots 14 and 15 as shown on Exhibit B.





### EXHIBIT C

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in Greenville County, State of South Carolina, fronting on Owens Road, and being a portion of a 10.20 acres, more or less, on a survey entitled "Survey for Don Rex," recorded in the ROD Office for Greenville County in Plat Book 43-L at Page 64; and being more recently and specifically shown on a survey entitled "Survey for Eric R. and Teresa M. Lamb", as TRACT A, containing 8.829 acres, more or less, prepared by Site Design Surveying, Inc., dated April 13, 2016 and recorded in the ROD Office for Greenville County in Plat Book 1236 at Page 0012. Reference being made to said latter survey for a more complete and accurate description.

Common Area to specifically include the "Detention Area" containing approximately 0.437 acres and "Road R/W" containing approximately 0.609 acres, more or less, as shown on the site plan shown on Exhibit B.

LESS and EXCEPT, all that certain pieces, parcels, or lots of land shown as Lots 1 through 13 on the site plan shown on Exhibit B.

This being the same property conveyed unto FOR 8 CORPORATION, INC. by deed of Eric R. Lamb and Teresa M. Lamb dated April 21, 2016 and recorded April 25, 2016 in Deed Book 2486 at Page 3529 in the Register of Deeds Office for Greenville County, South Carolina.