BY-LAWS

AND

<u>Architectural & Landscape</u> Design Standards

For

ASHWORTH PLACE Town of Arcadia Lakes, Columbia, South Carolina



DEVELOPED BY: Drake Development & Realty Company

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BY-LAWS ARTICLES OF INCORPORATION DEED OF COMMON AREA

SECTION I



INTRODUCTION TO ASHWORTH PLACE

The best phrase to describe the philosophy of the developer, **Drake Development**, is a commitment to excellence . . . a strong determination and desire to create a superior living environment for generations to come.

Our planners are committed to creating a community concept with careful attention to the natural attributes of **AshWorth Place**; with aesthetic concern for the entry statement and streetscapes; and with high standards for architectural design and landscaping.

Each stage of activity will be carefully monitored to assure compatibility with the **Declaration** of **Covenants and Restrictions and the Design Standards**. The Architectural Review Officer is committed to the specific principles and standards to be observed by all builders and homeowners.

Our commitment to you at **AshWorth Place** is the reason behind these guidelines and the spirit in which all of the professionals associated with creating this community have approached their roles and responsibilities. We encourage you to embrace this commitment to excellence and the standards established herein.

BY-LAWS OF THE ASHWORTH PLACE PROPERTY OWNERS ASSOCIATION

ARTICLE I NAME AND LOCATION

These are the By-Laws of the AshWorth Place Property Owners Association hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 1813 Hampton Street, Columbia, South Carolina, but meetings of members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II DEFINITIONS

The capitalized terms used herein shall have the same meaning as the defined terms set out in the Amended and Restated Declaration of Covenants, Conditions, Restrictions for AshWorth Place Subdivision dated August 27, 1999 and recorded in the Office of the ROD for Richland County in Book 345 at Page 511, as amended from time to time ("Declaration").

ARTICLE III PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential Lots and Common Area including the lake or pond within those certain tract(s) and/or lot(s) of Property described in Schedule A attached to the Declaration and incorporated by reference, and to promote the health, safety and welfare of the residences within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to: (a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the regulations, rules and guidelines of the Association and the use and maintenance of the Common Area;

(b) Fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Area, as determined advisable by the Board of Directors;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Area, as security for money borrowed or debts incurred upon arrival by the affirmative casting of two-thirds (2/3) of all votes of the Association and the consent of the Declarant so long as the Declarant owns a Lot;

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of members of the Association controlling a majority of votes of the Association, provided, however, that this shall not affect the right of the Declarant to add additional property to the Property and Association as set out in the Declaration;

(f) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;

(g) To have and exercise any and all powers, rights, and privileges which a corporation organized under the nonprofit corporation law of the state of South Carolina by law may now or hereafter have or exercise including the right to enter into agreement with other Associations and

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entities for the management and maintenance of Common Area of such Association or entities;

(h) Notwithstanding the purposes and powers of the Association enumerated above, the Association, after transfer of the architectural review authority to the ARO as set forth in Article VI, Section 4 of the Declaration, shall not enter into, either directly or indirectly, contracts or leases with the Declarant (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with the Declaration, upon not more than ninety (90) days notice to the other party to the said contract or lease;

(i) To appoint the Architectural Review Officer after the Declarant transfers the architectural review authority to a permanent Architectural Review Officer, as set forth in Article VI, Section 4 of the Declaration.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held at a time, date, and place established by the Declarant within twelve (12) months after the organization of the Association. Subsequent annual meetings of the members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the members shall be scheduled on a legal holiday. As long as the Declarant maintains the right to appoint the Architectural Review Officer, the Declarant may appoint some or all of the Board of Directors report on and answer reasonable questions concerning the activities and financial condition of the Association; and (2) consider matters raised consistent with the requirements of Section 7.05 and 7.23(b) of the Non-Profit Corporation Act of South Carolina.

<u>Section 2. Special Meetings</u>. Special Meetings of the members may be called at any time by the Declarant, President or by the Board of Directors, or upon written demand signed by the members who are the holders of at least thirty (30%) percent of the voting power of the Association. Only those

matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 3. Notice of Meetings. Written notice specifying the place, day and hour of the meeting of the members, and, in the case of the special meeting, also specifying the purpose of each meeting and the description of the matter for which the meeting was called, shall be given by any fair and reasonable manner to the members, including the Declarant. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days if notice is mailed by other than first class or registered mail at least thirty (30) days and not more than sixty (60) days before such meeting date to each member entitled to vote at the meeting, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice shall be considered fair and reasonable. The notice requirement may be waived by a member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the member and be delivered to the Association for inclusion in the minutes in filing with the Association's records, except that the attendance of a member at a meeting waives notice unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Also, an emergency meeting may be called with a twenty-four (24) hour notice to those members entitled to vote, upon the unanimous vote of the Association's Board in the event an issue requires the immediate attention of the members of the Association.

Section 4. Quorum. The presence at a meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership and the Declarant, as the Declarant owns one (1) Lot shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new date, time and

place. The quorum at the new meeting shall be reduced to five percent (5%) of members and the Declarant, so long as the Declarant owns one (1) Lot.

Section 5. Proxies. Votes may be cast in person or by proxy. All appointment of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact form and filed with the Secretary prior to the start of the meeting in the case of a vote that is taken at a scheduled meeting and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner or any one of the Co-owners issuing it, up to the time that the vote for which it was issued is cast and shall automatically cease upon conveyance by the Owner of that Lot, the member attending any meeting and voting in person, the member signing, and delivery to the Secretary in writing revoking the appointment, or upon receipt of notice by the Secretary or the officer or agent authorized to tabulate the vote prior to the proxy casting vote of the death of the member.

Section 6. Parliamentary Rules. Robert's Rules of order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these By-Laws or with the statutes of the State of South Carolina.

<u>Section 7. Failure to Hold Meetings</u>. The failure to hold an annual or regular meeting at a time stated in or fixed in accordance with these By-Laws does not affect the validity of a corporate action.

Section 8. Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner and all Co-owners to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner or all of the Co-owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 9. Record Date. The Board of Directors shall set the record date for determining the members entitled to notice of a members meeting; to vote at a members meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the members occurs.

<u>Section 10. Voting Requirements</u>. Unless otherwise required in these By-Laws, the Declaration, the Articles of Incorporation, or the law, the affirmative vote of the votes represented and voting, which affirmative vote also constitutes a majority of the required quorum is the act of the members and the Deckarant, so long as the Declarant owns one (1) Lot .

Section 11. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter and the Declarant, as long as the Declarant owns one (1) Lot, and number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter of the meeting and the Declarant approves such action, as long as the Declarant owns one (1) Lot. See South Carolina Non-Profit Corporation Act, Section 33-31-708.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors (collectively "Board of Directors" or "Directors" and individually "Director"), who need not be members of the Association; provided, however, that so long as the Declarant maintains owns one (1) Lot, there shall be only three (3) Directors, all of whom shall be appointed by the Declarant. At any time the Declarant, so long as it owns one (1) Lot, and thereafter the

Association by the affirmative vote of a majority (51%) of all of the members' votes may increase or decrease the number of Directors of the Association, so long as there are never less than three (3) Directors.

Section 2. Term of Office. At the first annual meeting after the Declarant transfers the last Lot it owns in the subdivision, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect successor Directors for terms of three (3) years. The term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected. Nothing herein shall limit the right of the Declarant to allow the members to elect some or all of the Directors prior to the transfer of the last Lot.

Section 3. Removal. At any time, any Director(s) appointed by the Declarant may be removed from the Board, with or without cause, by the Declarant by giving written notice of removal to the Director and either the presiding officers of the Board of Directors or the Association President or Secretary. Any Director(s) elected by the Association may be removed from the Board of Directors, with or without cause, by the affirmative casting of a majority (51%) of all of the votes of the Association. In the event of death, resignation, or removal of a Director, a successor shall be selected by the Declarant, if that Director was appointed by the Declarant, or the remaining members of the Board of Directors, if elected by the members of the Association and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. Compensation of any director shall require the affirmative casting of a majority (51%) of all of the votes of the members and the approval of the Delarant so long as it owns one (1) Lot. This provision shall in no way require the members approval of or preclude the Board of Directors from compensating a Director for his duties as an officer of the Association, from employing a Director as an employee of the Association, or shall it preclude the Association from contracting with and thereafter compensating a Director for the management of the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any

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action in the absence of a meeting which they could take at a meeting by obtaining the written consent of a majority (51%) of the Directors, which shall represent a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

<u>Section 6. Reversal of Board of Directors</u>. A decision of the Board of Directors, an officer or a committee of the Association may be reversed or modified by the Declarant as long as the Declarant owns one (1) Lot, and thereafter by the affirmative vote of two-thirds (2/3) of all of the members.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Except where Directors are appointed or replaced by the Declarant or the Board of Directors, nomination for election for the Board of Directors shall be made by a nominating committee or by the members of the Association. Nominations made by members of the Association shall be made in writing to the Association, or the Board of Directors of the Association or nominating committee at least Forty-Eight (48) hours prior to the time and date set for the Annual Meeting. In order to be valid a nomination by the members must be accompanied by a petition of nomination signed by at least (10%) of the members entitled to cast all of the votes. The nominating committee, when created, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The nominating Committee shall serve from the close of the annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

<u>Section 2. Election.</u> Unless agreed otherwise by the affirmative vote of a majority (51%) of the members present at the meeting and the Delarant, so long as it owns one (1) Lot, election to the Board of Directors shall be by secret ballot. At such election, the members or their proxies may cast, in

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respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws and the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting, voting more than one (1) time for any Director, is not permitted.

ARTICLE VII MEETING OF DIRECTORS

Section 1. Regular Meetings. Until the Delarant transfers the last Lot, special meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent by the Declarant. Commencing the first month after the Delarant transfers the last Lot, regular meetings of the Board of Directors shall be held monthly, or more frequently, and at dates, times and places determined by a majority (51%) of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

<u>Section 2. Special Meetings.</u> Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 3. Quorum. A majority (51%) of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority (51%) of the Directors either by written consent or when present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to perform such duties as authorized by the Declaration, included but not limited, on law to:

(a) Adopt, amend and publish the ARO Guidelines governing the use of the

Common Area and facilities thereon and the personal conduct of the members and their guests, and to establish Assessments for the infraction thereof;

(b) Suspend the voting rights and right to use the recreational facilities on the Common Areas and the pond of a member during any period in which each member shall be in default in the payment of any Assessment levied by the Association or infraction of the ARO Guidelines and the Association's regulations, rules or guidelines. Such rights may also be suspended after notice for infraction of the ARO Guidelines or the Association's regulations, rules or guidelines;

(c) Exercise for the Association of all of the powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the Chairman of the Board of Directors or other person(s) authorized to do so;

(e) Employ a manager, an independent contractor, treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties and;

(f) Levy Assessments and to collect from the members all costs of collection, including but not limited to court costs and reasonable attorney fees, after required notice and hearing, for all infractions of the Association's Regulations, the ARO Guidelines, the Declaration, Articles of Incorporation or these By-Laws.

(g) Delegate, in part or in total, to any employee, agent, director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these By-Laws.

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(h) To perform the following discretionary services the cost of which may be made a part of the Assessment, unless two-thirds (2/3) of the members' vote otherwise at duly called meeting:

- Provide police protection and security to Property including the employment of policy and security guards.
- (ii) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.
- (iii) Maintain a security system for the Property and for each Structure. The maintenance of the equipment in each Structure shall be the obligation of the Owner of the Structure.
- (iv) Maintenance and upkeep of the landscaping and shrubbery, including cutting grass, in the front and side yard of each Lot.
- (v) Provide for pressure washing each Structure on the Lot.
- (vi) Provide for the painting of each Structure on the Lot.
- (vii) Maintain, repair and replace the walls and fences surrounding the back yard of each Lot.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement hereof to the members at the annual meeting of the members, or at any special meeting;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) Perform such other duties as required by the Declaration, the Articles of Incorporation or the By-Laws.

(d) Foreclose, where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same as provided in the Declaration, or both;

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;

(f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with a Best rating of AA or better;

(g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate by the Board of Directors;

(h) Cause the Common Area to be maintained.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors from time to time by resolution create. Compensation for the officers and the employees of the Association shall be fixed by the Board of Directors of the Association. The Board of Directors may employ a Director as an employee of the Association, and may contract with and thereafter compensate that Director for the management of the Association. Section 2. Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 3. Term. Officers of this Association shall be appointed annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or other wise disqualified to serve.

<u>Section 4.</u> Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by a majority (51%) vote of the Board of Directors. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

<u>Section 7. Multiple Offices.</u> The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) <u>President.</u> The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, along with the Treasurer and other authorized partied, to sign on all checking accounts.

(b) <u>Vice President.</u> The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) <u>Secretary</u>. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.

(d) <u>Treasurer</u>. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause a reconciliation of the Association books to be made by a Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership.

ARTICLE X COMMITTEES AND ARCHITECTURAL REVIEW AUTHORITY

After transfer of ARO functions from the Declarant to the Association, the Association's Board of Directors by majority vote shall elect an Architectural Review Officer as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as required herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors of the Association.

ARTICLE XI

BOOKS, RECORDS, AND PUBLICATIONS

The books, records, publications, and papers of the Association shall at all times, during

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reasonable business hours, or other reasonable circumstances, be subject to inspection by any member and by any holder, insurer, or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member, lender, holder, insurer, or guarantor of any first mortgage at the principal office of the Association, where copies of any of the documents addressed in this paragraph may be purchased at a reasonable cost.

Upon request, any Owner or the holder, insurer, or guarantor of any first mortgage on any Lot, shall be entitled to a copy of the reconciliation statement of the financial condition of the Association and copy of the tax return of the Association for the immediately preceding fiscal year. A reasonable fee may be charged by the Association for copies of these documents.

ARTICLE XII FUNDS AND BONDS

Section 1. Payments and Depositories All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expense of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these By-Laws, the Articles of Incorporation and the Declaration. As the moneys for any Assessment is paid unto the Association by any Owner of a Lot the same may be commingled with the monies paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the members of the Association.

The depository of the Association shall be such bank or other Federally Insured depository as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors. Section 2. Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid as an expense of the Association.

ARTICLE XIII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Ashworth Place Property Owners Association

ARTICLE XIV AMENDMENTS

Section 1. Except as otherwise required herein, by law, by this Declaration or by the Articles of Incorporation of the Association, these By-Laws may be amended, by mail or at a regular or special meeting of the members, by the affirmative casting of a majority (51%) of all of the votes of the Association present in person or by proxy and the vote of the Declarant, until the Declarant transfers the last Lot. Without limiting the foregoing, the Association, and for so long as the Declarant owns at least one (1) Lot in the development, the Declarant, shall, at any time and from time to time as they see fit, have the right to cause this document to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time. Provided, further, Declarant reserves the right to amend these By-Laws as it shall determine in its sole discretion, from time to time, without a vote of or consent of the Lot Owners.

<u>Section 2.</u> In the case of any conflict of any Articles of Incorporation and these By-Laws or the regulations of the Association, the Articles shall control; and in the case of any conflict between the Declaration, the regulations, and these By-Laws, the Declaration shall control.

ARTICLE XV MISCELLANEOUS

Section 1. In case of any conflict with the provisions of the South Carolina Non-profit Corporation laws, such laws shall control. Such laws are incorporated herein by reference as if fully set out herein.

Section 2. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. The Association shall indemnify an individual made a party to a proceeding because the individual is or was a director, or officer against liability incurred in the proceeding if the individual complies with the requirements of the South Carolina Non-Profit Corporation Act Section 33-31-851 and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the director complies with the

IN WITNESS WHEREOF we, being all of the Directors of the AshWorth Place Property Owners Association have hereunto set our hands and seals on $\frac{g}{4}$, 2001.

WITNESSETH:

Sandra L. Cain Detral D. C.K

IRECTOR

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, on oath, deposes and says that (s)he saw the within named members of the BOARD OF DIRECTORS sign, seal and as their act and deed deliver the within written By-Laws for the uses and purposes therein mentioned, and that (s)he with the other witness whose names appear above, witnessed the execution thereof.

)))

- Sancha L. Cain WITNESS

SWORN TO BEFORE ME ON

816 , 2001.

NOTARY PUBLIC FOR SOUTH CAROLINA

NOTARY PUBLIC FOR SOUTH CAROLINA MY COMMISSION EXPIRES: <u>Joi/2010</u>

Ashworth Place BY LAWS 6.27.01

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STATE OF SOUTH CAROLINA SECRETARY OF STATE JIM MILES NONPROFIT CORPORATION **ARTICLES OF INCORPORATION**

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- The name of the nonprofit corporation is Ashworth Place Property Owners Association. 1.
- The initial registered office of the nonprofit corporation is Ashworth Place Property Owners Association, c/o 2. Drake Development, 1813 Hampton Street, Columbia, SC 29201

The name of the registered agent of the nonprofit corporation at that office is W. Russell Drake.

Check (a), (b), or (c) whichever is applicable. Check only one box. З.

> The nonprofit corporation is a public benefit corporation. a. 11

- 11 The nonprofit corporation is a religious corporation. Ь.
- {×} The nonprofit corporation is a mutual benefit corporation. C.
- 4. Check (a) or (b), whichever is applicable:
 - This corporation will have members. a. [x]
- The address of the principal office of the nonprofit corporation is c/o Drake Development, 1813 Hampton 5. Street, Columbia, SC 29201.
- 6. If this nonprofit corporation is either a public benefit or religious corporation (box a. or b. of 13. is checked), complete either (a) or (b), whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.
 - Upon dissolution of the corporation, assets shall be distributed for one or more exempt 1 purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of a by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
 - Upon dissolution of the corporation, consistent with law, the remaining assets of the b [] corporation shall be distributed to: _
- If the corporation is a mutual benefit corporation (box "c" of ¶ 3. is checked), complete either (a) or (b), 7. whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.
 - Upon dissolution of the mutual benefit corporation the [remaining] assets shall be [×] distributed to its members, or if it has no members, to those persons to whom the

a

а

corporation holds itself out as benefiting or serving.

b. [] Upon

Upon dissolution of the mutual benefit corporation the (remaining) assets, consistent with law, shall be distributed to:

8.

The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See § 33-31-202(c) of the 1976 South Carolina Code, the applicable comments thereto, and the instructions to this form:

I. MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

A. The Owner of each of the Lots in Ashworth Place shall be a member of the Association, and no other persons or entities shall be entitled to membership. The Association shall have only so many memberships as there are Lots in Ashworth Place, with each member having one yote.

B. Change of membership in the Association shall be established by the recording in the Office of the RMC of Richland County, South Carolina, of a deed or other instruments establishing a change of record title to a Lot in Ashworth Place and the delivery to the Association of a certified copy of such instrument, the new co-owner designated by such instrument thereby becoming a member of the Association. The membership of the prior co-owner shall be thereby terminated.

II. INDEMNIFICATION

Every director, officer, employee or agent of the Association shall be indemnified by the Association to the fullest extent permitted by law, for NonProfit Corporations, against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is of was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit, or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this Charter including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this Charter.

The Board of Directors of the Association shall have the power to purchase and maintain insurance on behalf of any such person who has or is such a director, officer, employee or agent against any liability asserted against him in any such capacity, arising out of his status as such.

9.	The name and address	(with zip code) of each incorporator is	s as follows (on	ly one is required):
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W. Russell Drake 1813 Hampton Street, Columbia, SC 29201

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10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

(only if named in articles)

Signature of director

(only if named in articles)

Signature of director

Signature of director

(only if named in articles)

11. Each incorporator must sign the articles.

Signature of incorporator

Signature of Incorporator

Signature of Incorporator

FILING INSTRUCTIONS

- 1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- 2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
- 3. This form must be accompanied by the filing fee of \$25.00 payable to the Secretary of State.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

DEED (Limited Warranty)

WHEREAS, Drake Development & Realty Co., (hereinafter referred to "Drake") purchased, subdivided and marketed the real property now known as the AshWorth Place Subdivision; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHWORTH PLACE is recorded in the Office of the Register of Deeds for Richland County in Deed Book D-1363 at Page 25; the Amended and Restated Declaration of Covenants, Conditions and Restrictions for AshWorth Place Subdivision filed in Record Book 345 at Page 511; First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for AshWorth Place Subdivision filed in Record Book 348 at Page 1119; Second Amendment filed in Record Book <u>459</u> at Page <u>231</u>; and Third Amendment filed in Record Book <u>459</u>; at page <u>2312</u> (the "Restrictions"); and

WHEREAS, the Restrictions provide for Common Areas; known as the "lake" ("Pond"), the 25' Pedestrian Pond Access Easement for Homeowners Association, the storm drainage easements, the road right of way and roadway known as "Ashworth Lane", the chain link fence, Brick Wall, as more particularly shown on a plat prepared for Drake Development & Realty Co. dated February 12, 1999 and recorded in Record Book 345 at Page 527 to be conveyed to Grantee . (hereinafter defined), and other common property in the subdivision, including, but not limited to wooden fences, Brick and Wrought Iron entrance gates, gas lanterns, lights and park benches.

WHEREAS, Drake, ("Grantor") desires to transfer title and ownership of the above described Common Area unto ASHWORTH PLACE PROPERTY OWNERS ASSOCIATION ("Grantee");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Drake Development & Realty Co., for and in consideration of the mutual benefits derived by virtue of the Restrictions and Five and 00/100 Dollars (\$5.00) paid at or before the sealing of these presents by AshWorth Place Property Owners Association of Columbia, South Carolina, in the State and County aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee its, successors and assigns:

All those easements, pieces or parcels of land together with all improvements thereon, situate, lying and being in the Town of Arcadia Lakes, in the County of Richland, State of South Carolina and being shown and delineated as the "lake" ("Pond"), the 25' Pedestrian Pond Access Easement for Homeowners Association, the storm drainage easements, the road right of way and roadway known as "Ashworth Lane", the chain link fence, Brick Wall, as more particularly shown on a plat prepared for Drake Development & Realty Co. dated February 12, 1999 and recorded in Record Book 345 at Page 527, and other common property in the subdivision, including, but not limited to wooden fences, Brick and Wrought Iron entrance gates, gas lanterns, lights and park benches. of convey all of the property not contained in the Lots. It is the Grantor's intent to convey all of the property in AshWorth

BOOK 00469-1388 Warranty Deed 2000094209 12/22/2000 14 27 49 32 Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



* Place not contained in the Lots.

The Grantor reserves the right to add the fountain in the pond which will become a common element when it is installed. At such time the maintenance of said fountain will become a common expense.

This being a portion of the identical property conveyed to the Grantor herein by Deed of H. Donald McElveen dated January 30, 1997 and recorded in the Register of Deeds Office on January 31, 1997 in Deed Book D-1363 at Page 20; Deed of Gregory M. Torre and Cornelia Self Torre dated June 9, 1997 and recorded in said Register of Deeds Office in Deed Book D-1388 at Page 330; and by Deed of Lester T. Worth and Vicki Worth Drake dated September 21, 1999 and recorded in said Register of Deeds Office in Record Book 348 at Page 1114.

Tax Map Number: portion of 16906-01-08; portion of 16906-01-01; portion of 16906-01-10; and portion of 16906-01-02.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, its Successors and Assigns forever.

The Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, its Successors and Assigns against itself and its successors or assigns lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

\$ IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal.

Date: December <u>21</u>, 2000

Signed, Sealed and Delivered In the Presence of:

 $t \pi$

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

GRANTOR Drake Development & Realty Co. By: Its:

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that Drake Development & Realty Co., W. Russell Drake its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 2lst day of December, 2000. Notary Public for South Carolina My Commission Expires: 9-21-04



ARCHITECTURAL CONTROL CHECKLIST FEE SCHEDULE

SECTION II



Owners' Names:	Telephone:
Mailing Address:	
Property Address:	Lot – Block:

New home construction in *AshWorth Place* is subject to stringent architectural control. Prior to lot clearing activity, the **Architectural Review Officer** must approve the overall plan for construction.

Required information, as well as certain minimum standards, is outlined in the following pages. This checklist should be attached with your package along with two (2) sets of plans when submitted.

Your request may be submitted by you, or your representative, to **ARO** c/o C. Jeff Stroud, AIA at 1711 WoodCreek Farms Road, Elgin, SC 29045. The review fee of \$500.00 is due with your submission. You should be notified of the results within one (1) week.

If changes are required, they will be noted on your plans. One set of plans along with a letter outlining any required changes will be returned to you. The second set of plans will be retained by the **ARO**. Any required changes must be incorporated on the plans prior to being re-submitted.

If there are no changes required, the Architectural Control Check List will be signed and returned to you as final approval for construction. The **ARO** will retain the final approved set of plans for field verification use.

CONSTRUCTION CANNOT COMMENCE PRIOR TO FINAL APPROVAL.

It is the recommendation of the **ARO** that you use a qualified designer, draftsman or architect to prepare your plans.

Architectural Control Check List

The Submitted Plans for Construction are:

Approved	Disapproved	ť	k	Pending	*

Signature For the AshWorth Place ARO

Date

*See attachment for comments.

Note: The Architectural Review Board reserves the right to amend these guidelines when deemed necessary.

Important Notice

Prior to commencement of any clearing activity on your lot, make certain that you and your contractor have thoroughly reviewed the Landscape Guidelines of the AshWorth Place Design Standards. Violation of these guidelines may require replacement of shrubbery and/or trees.

Architectural Control Check List

1. **Site Plan:** (1" = 20' scale) Plan is to show boundary lines of lot, footprint of house, porches, decks, accessory structures, etc., driveways, walks and patios, and dimensions showing front, side and rear set backs from structures. Indicate and dimension any required "no-clear" and natural buffer areas and depict any hardwood trees (including all dogwoods) that are 8 inches in caliper at 3 feet in height.

Site Plan Approved/Disapproved/Pending

2. **Floor Plan**: Plans are to be dimensioned working drawings for construction and are to include heated and gross square footage.

Floor Plans _____ Approved/Disapproved/Pending

3. **Elevations:** Front, rear and both side elevations depicting exterior design, material designations, roof pitches, cornice details, column sizes and details, jack arches, window and door surround details, decks, terraces and railing, etc. with appropriate dimensions and notes.

Elevations Approved/Disapproved/Pending

4. **Wall Sections:** 3/4' scale sections showing ceiling heights, window header heights, elevations details, cornice details, roof jacks, etc. with appropriate dimensions and notes. *(See Standard Details package)*

Wall Sections _____ Approved/Disapproved/Pending

5. **Roof Plan:** Illustrating plan view of roof design.

——— Roof Plan Approved/Disapproved/Pending

6. **Exterior Color Scheme**: Provide proposed colors or manufacturer's designation for exterior wall material, trim, windows, doors, shutters, accents and shingles. (Exteriors are to be brick, stucco, or approved exterior materials.)

Color Scheme Approved/Disapproved/Pending

Architectural Review Fee Schedule

House Plans: \$500.00

Submissions for approval are to include Application for Design Review and Architectural Control checklist to include two (2) sets of construction drawings and all other enumerated exhibits.

Fences and Pools: \$75.00

All proposed fences and pools must be submitted on a site plan drawn to scale and showing the location of the house, boundaries of the property and details of the improvement. Several preapproved fencing details are included in this package.

Additions and Alterations: \$150.00

Submissions for approval are to include plan elevations, exterior details and colors and a site plan drawn to scale showing the location of existing structures, proposed additions and boundaries of the property.

All submissions must include a check payable to:

C. Jeff Stroud, AIA 1711 WoodCreek Farms Road Elgin, SC 29045 Phone: (803) 736-1624

Landscape plans: \$100.00

Plans for approval are to be submitted no later than 30 days prior to occupancy. Plans shall include all items enumerated in the *Ashworth Place Design Standards*.

All submissions must include a check payable to:

Mark Cotterill c/o Grimball Cotterill & Associates, Landscape Architects 600 Beltline Blvd. Columbia, SC 29205 Phone: (803) 738-9525



DESIGN STANDARDS

SECTION III



Great care has been taken in the planning and design of *AshWorth Place* to insure aesthetic harmony. To this end it is of the utmost importance that this special character not be compromised by housing designs that are improperly conceived, unresolved or poorly executed.

For this reason an Architectural Control Officer (ARO) will review all construction, designs and plans for:

Consideration of primary site design issues Sensitivity to the special landscape potential of this area Excellence in architectural design

The *Architectural Design Standards* have been established by the Developer, as provided in the Declaration of Covenants, Conditions and Restrictions of *AshWorth Place* to provide property owners, architects and contractors with guidelines for the preparation of their drawings and specifications.

ARCHITECURAL CONTROL OFFICER

The Architectural Control Officer (ARO) has the responsibility of reviewing, approving or disapproving, all plans for any alteration of any lot or improvement to be place thereon before the lot is disturbed in any way. It is the goal of the ARO to maintain within the overall community pleasing aesthetic relationships of building to site and building to building. The ARO will use the design standards contained herein for the purpose of reviewing plans proposed for each lot but may consider individually the merits of each proposal due to special site considerations, architectural excellence or otherwise.

Design Review Procedure The necessary procedures for design approval and construction are as follows:

Preliminary Residence and Site Plan Approval

Changes/Additions

Final Residence and Site Plan Approval

Begin Construction

Submittal of Landscaping Plan

Changes/Additions

Landscaping Plan Approval

Final Inspection and Approval

Siting

The **ARO** shall consider each site independently but shall give extensive consideration to each individual plan's impact upon adjacent home-site and view corridors and compatibility with existing structures. Care should be taken to locate each structure, whenever possible, so as not to infringe upon adjacent structures and home-sites, view corridors and natural amenities of the area.

Consideration in this regard includes the following:

- 1. Topography of the site and surrounding home-sites, common areas and the like.
- 2. Distant and intimate views from the home-site.
- 3. Distant and intimate view of the home-site from adjacent lots and common areas.
- 4. Existing vegetation type and quality.
- 5. Existing water and drainage patterns.
- 6. Driveway access.
- 7. Height of proposed and adjacent structures

Preliminary Review Drawings

Preliminary Review Drawings shall contain all, or as many as deemed desirable, of the elements of the Final Review Drawings.

Miscellaneous Provisions

All plans and other documents will be made in duplicate. Upon approval or rejection one copy will be returned to the applicant and the other copy will be retained by the ARO. The first submittal for review shall be accompanied by the required design fee. Until changed, the design fee shall be Five Hundred (\$500.00) Dollars.

Any approval granted by the ARO shall terminate if construction has not commenced within one (1) year of the date of the ARO approval and all plans must be resubmitted to the ARO for full consideration as if they were a new application.

Final Design Review

The final design should incorporate all of the requirements of the **Design Review Procedures** and other portions of the **Design Standards** as well as comments from previous meetings and design reviews. Upon final agreement of the items required to be modified as indicated on the final submittal all parties shall affix signatures in the actual plans attesting to the agreement. One set of document will then be returned to the property owner marked "Approved for Construction", or "Resubmit". Only items requiring extensive modifications will necessitate re-submittal.

To insure compliance with all comments noted on the drawings during the ARO preliminary and final reviews, no approval for clearing will be granted until the property owner or owner's agent has signed for and picked up the drawings from the ARO's office. Any re-submittal of plans resulting from the ARO's review must be in process of being completed before clearing can be approved

Final inspection

The ARO will make a final inspection of the job site. The owner will be notified if there are any violations. If violations have occurred, the owner will be expected to correct the violations immediately.

Final Review Drawings

The Final Review Drawings must contain the following:

- 1. Site Plan (preferred scale one inch equals ten feet)
 - (a) Show water service
 - (b) Show sewer service
 - (c) Location, dimension and materials for walks and drives
 - (d) Limits of construction activity (no grading, construction traffic or storage of materials will be permitted beyond these limits until final landscaping plans are approved)
 - (e) Exterior light location and type
 - (f) Location of HVAC units and trash enclosures with screening locations for each
 - (g) Electric and gas meter locations
 - (h) Any other service locations
 - (i) Location of any pool, spa or the like (screening if appropriate)
 - (j) Location of any fixed recreational equipment (screening if appropriate)
- 2. Floor plan of all structures to be placed upon the lot (preferred scale one quarter inch equals one foot)
 - (a) Wall, window and door openings dimensioned
 - (b) Window and exterior door schedules
- 3. Elevations (preferred scale one quarter inch equals one foot)
 - (a) Exterior building materials and colors to be shown on separate color board
- 4. Sections
 - (a) Typical wall from grade to ridge at minimum scale three quarters inch equals one foot
 - (b) Typical deck and railings
 - (c) Typical screened porch
 - (d) Major sections through building showing exterior and interior stairs

Disclaimer

No approval of plans, location or specifications by the Architectural Review Officer and no publication of architectural standards or guidelines shall be construed as representing or implying that such plans, specifications will, if followed, result in properly designed or constructed residence. All plans submitted shall meet local government building code and zoning ordinances. The ARO assumes no responsibility for reviewing for compliance with these codes. When local government ordinances are in conflict with these requirements, the stricter shall apply.

Design Details

<u>Set Backs</u>

In no event shall the set backs be less than those required by or approved by the Town of Arcadia Lakes Subdivision Regulations. The ARO shall approve site location prior to construction. Any request to the Town of Arcadia Lakes Zoning Board of Appeals for alteration of set back line must first be approved by the ARO prior to making a request for variance.

<u>Garages</u>

Side entry garages are to be required where possible. The ARO shall have the option of approving a front entry garage where a side entry is impractical or impossible, subject to certain guidelines such as a divider between the two doors if a two- car garage.

Windows and Doors

Silver-finish/brown anodized aluminum doors (including sliding doors), windows, storm windows, screens, screen frames and storm doors are not permitted. Pre-finished white aluminum may be used.

Awnings and Shutters

Awnings, canopies and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the ARO.

Exterior Colors and Materials

All exterior colors and materials of all structures shall be submitted to the ARO for approval in order to achieve a well coordinate color scheme throughout the community. Exteriors are to be of brick, stucco or approved materials. Samples of all brick and mortar must be submitted for approval. To be valid, approvals must be recorded with the ARO.

Exterior Re-Painting of Existing Homes

Re-painting of any existing dwelling or property thereon with a color other than previously approved shall require the approval of the ARO. Color chips or samples coded to exterior elevations shall be submitted to the ARO for color change approval. All structures located on the lot must be maintained by the homeowner and shall upon notice, from the ARO, repair and maintain said structure.

Fireplace and Chimneys

Fireplaces may be full masonry or with U.L. approved pre-fabricated firebox and metal flue. Exterior of all chimneys, including gas log fireplace must be compatible with exterior masonry/stucco material used on front and foundations. Fireplace chimneys, if cantilevered, must extend down to grade or be included within wall lines of house. All chimneys are to have detailed top. Painted metal caps may be required to conceal circular pre-fabricated flue top.

<u>Roof</u>

Roofing materials and color shall be requested in the plans and specification submitted to the_ARO for approval, and shall be subject to the color and material guidelines set from time to time by the ARO. Cedar shakes, shingles or other simulated roofing samples are to be approved by the ARO. Asphalt shingles that are black, shadow-black or gray are encouraged. No plumbing or heating vent shall penetrate roof surfaces that face the street or street adjacent to the lot. <u>All plumbing or heating vents that penetrate the roof surface shall be painted to blend with the roof color.</u>

Driveways

Driveways shall be constructed with concrete; however, other hard surface materials such as brick, stamped, patterned, or colored concrete surfaces may be used if approved by the ARO. Specifications are to be submitted to the ARO for approval. Driveways are to be curved when possible, taking into consideration existing trees and landscaping plantings, and may include a paved turn-around area where possible. All driveways are to make a smooth transition to street with no abrupt elevation change. Driveways to be gravel during construction in accordance with DHEC requirements as to prevent storm water runoff contamination.

Screening Guidelines

Screening shall be used within the Development to define private spaces or to attract or divert attention to or from particular views.

Objects to be screened. Unsightly conditions such as:

- 1. exterior ground-level equipment such as air conditioning and/or heating equipment, electrical transformers located on lot, swimming pool equipment, spas, or other equipment;
- 2. outside storage of refuse containers, garbage cans, woodpiles or building supplies;
- 3. trampolines, play equipment, or like equipment seen from street or common areas
- **Note:** As unsightly conditions can be a matter of opinion, the ARO recommendations are final.

<u>Utilities/Service Areas/Accessory Structures</u>

- 1. No temporary or permanent accessory structures, such as playhouses, tool shed, doghouses or pens, etc. shall be permitted unless specific written approval of the ARO is obtained.
- 2. All playground equipment shall be placed to the rear of the residence and properly screened and only with approval of the ARO.

Pool Surrounds and Dog Pens Only

- 1. A plat denoting the placement of the fence shall be submitted to the ARO for approval.
- 2. The height of the fence is to be 4'.
- 3. $16'' \times 16'''$ columns with two corbels may be required by the ARO.
- 4. All gate(s) shall be compatible to that of the fence.
- 5. Landscaping will be required on the exterior portion of the fence when visible from the street or waterfront lots.
- 6. Owner accepts all responsibility and maintenance of fencing. <u>ALL POOL SURROUNDS AND DOG PEN FENCING ARE TO BE APPROVED BY THE ARO.</u>

Fence Requirements (Enclosing of Entire Back Yard)

- Several approved plans for fencing are illustrated in this booklet.
- 1. A plat denoting the placement of the fence shall be submitted to the ARO for approval.
- 2. The height of the fence is to be 4' 6'.
- 3. All fencing is to be wrought iron or equivalent, stucco or brick. (No wood fencing.)
- 4. Black cyclone fencing with adequate vegetation may only be used on rear perimeter.
- 5. 16" by 16" columns with two corbels shall be positioned on the lot corners. Intermittent columns may also be required. Column spacing shall be determined by the Architectural Review Officer. The facade of the columns shall match the home (i.e., stucco or brick)
- 6. All gate(s) shall be compatible to that of the fence.
- 7. Owner accepts all responsibility and perpetual maintenance of fence.

LANDSCAPING

Plans for landscaping approval, along with a One Hundred (\$100.00) Dollar fee, must be submitted to

Mark Cotterill Grimball Cotterill & Associates, Landscape Architects 600 Beltline Blvd. Columbia South Carolina 29205 Phone: 803-738-9525

A written plan of landscaping will be required PRIOR to installation of any materials: this plan should include a drawing to show location, variety and size of all plant materials, as well as requested location and description of all "hardscapes" items such as fences, walls, fountains, statuary and so forth.

All grass used in landscape plan from street to frontline of house shall include sod. Corner lots require sod on street side of house and to include disturbed areas along curb. Corner lots with visible rear yards require that rear lot be landscaped the same as front requirements.

Appropriate landscape materials or other approved devices shall be used in the screening of all exterior air conditioning boxes that could otherwise be seen from the street.

A basic landscaping plan for each home site shall be designed by a Landscape Architect or person of similar competence and experience and shall be submitted for approval. Landscaping plans must be submitted 30 days prior to occupancy of the home and be in place within 45 days after occupancy. The plan shall indicate landscape improvements that meet the minimum requirements established from time to time, including sod and irrigation. Trees and natural areas or no-clear areas left in good condition on a site will be considered in the approval process and will lessen the requirement for planted material. Landscaping shall be required on the exterior portion of fencing when visible from the street.

Landscape plans should include the following information:

- 1. Scaled at 1/8"=1'0" or 1/10"=1'0"
- 2. Tree Survey
- 3. Building, driveway, walls, fence, HVAC equipment, electrical boxes, retaining wall locations and trash containers.
- 4. Drainage patterns (all drainage swales to be sodden).
- 5. Plant material, indicating size and quantity.
- 6. Surface material
- 7. Lawn and mulch areas
- 8. Pool, decks, patios and pool equipment
- 9. Natural areas and no-clear areas where appropriate

Trees-In order to preserve the beauty of each home site, every effort should be made to protect and save any hardwood tree of six (6") inch diameter or more or any large or unusual pine or other type tree. Natural areas left basically undisturbed are encouraged where practical for screening.

Islands-Mulched islands around existing trees are desirable and recommended.

Lawns-All front lawns from street curb to house line shall be sodden with approved type grass such as centipede or Bermuda

Mailboxes-Approved mailboxes must be purchased through Drake Development and Realty Co. Owner accepts all responsibility and maintenance of landscaping.

ASHWORTH PLACE CONSTRUCTION RULES

In no event shall the owner allow any grading or cutting of trees on the lot prior to approval of the proposed house location by the ARO.

All vehicles connected with construction shall enter only the lot under construction on #57 stone driveway provided by the builder – owner. All vehicles shall be parked at the lot to avoid damage to trees, paving, curbs, gutters and any others improvements on the lot. There will be no parking on lots not under construction without prior approval. All concrete trucks are to be washed out onto the lot where delivery is made or taken back to the concrete plant. There will be no parking on sidewalks. It is the builder's responsibility to see that subs adhere to these guidelines. All parking shall be limited to one side of the street to allow traffic to pass.

All stumps and brush are to be removed from the surface of the lot prior to foundation construction. Construction debris shall be removed as often as necessary to keep the lot and structure attractive. Construction debris shall not be dumped or buried in any area of the community. Approved trash containers shall be place on each lot during construction, with all paper and other debris placed in said container to prevent it from being blown or scattered on other property. A wire enclosure generally is an acceptable way of containing trash on the site.

It is the builder's responsibility to grade lots in such a manner so as not to block any natural or manmade swales or drainage structures. Earth berms, hay bales, silt fence, mulch, boards, grassing, gravel blankets and any other approved erosion control measures shall be installed prior to grading of **ALL** lots to prevent mud and silt from running off the lot onto the street and adjoining property.

Downspouts are to be piped or directed to front or rear of lot. Immediate removal by the builder is required of any mud or silt in the street as a result of construction equipment, lack of silt control or delivery of materials. (#57 stone is required at each access point of the lot where truck or construction traffic will be entering or exiting – this is a DHEC requirement). It is the responsibility of each builder to keep the street clean in front of the property on which he or she is building.

Confine building activity to lot on which house is under construction. Landscaping shall be confined to building lot only. No trash, building material, landscape materials or any other debris shall be placed on any adjacent or vacant lot. It is the responsibility of the builder to protect any landscaping, equipment or structure on adjacent property and shall be responsible for cost of repairs or replacement as required.

Silt fencing is to be installed and maintained in accordance with DHEC requirements to a depth of 6" so as to protect runoff from the lot. Owner and contractor shall pay any fines levied against the developer by any federal, state or local authority, as a result of storm water runoff contamination from the lot.

No signage may be placed on the property without approval of the ARO.

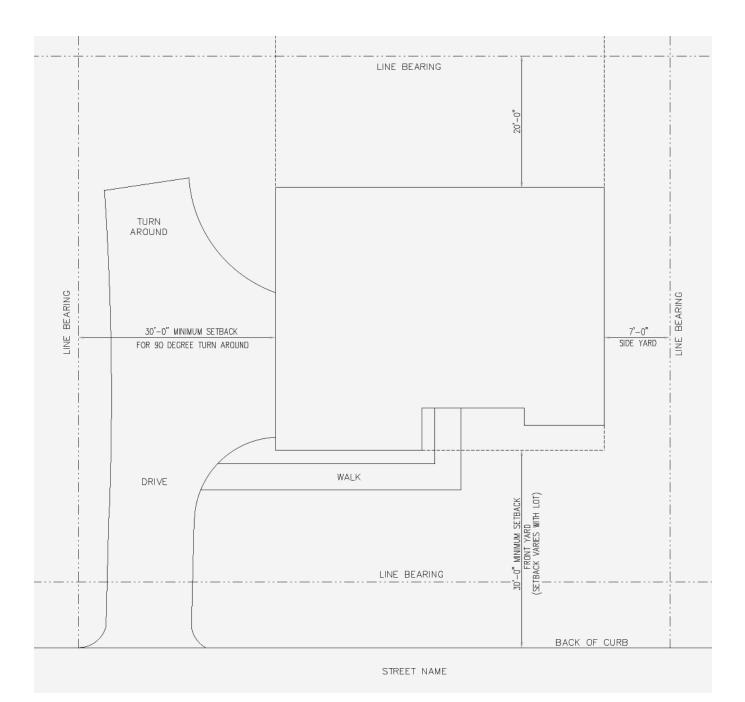
Contractor shall replace any sidewalks damaged during construction.

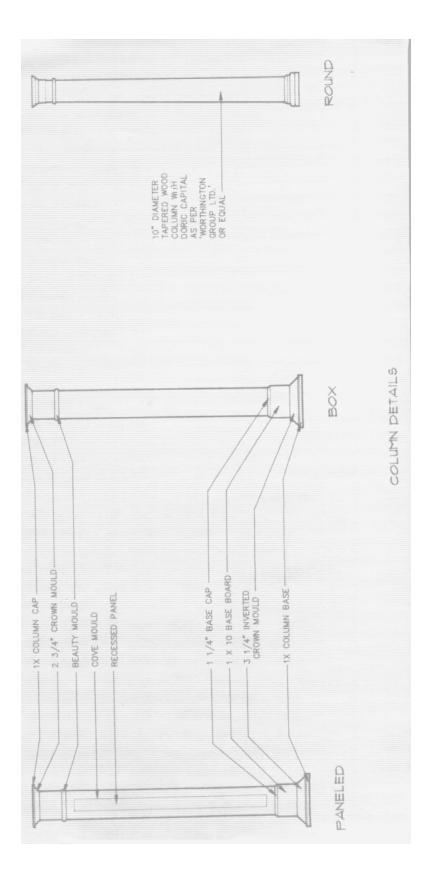


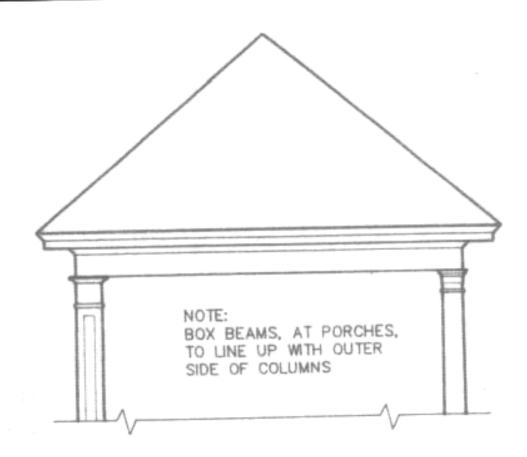
STANDARD DETAIL ILLUSTRATIONS

SECTION IV

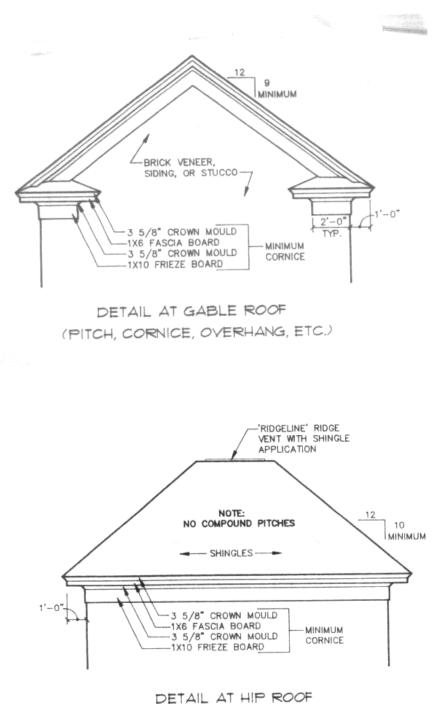
The Standard Detail Illustrations are for illustration purposes only. Plans conforming to the Standard Detail Illustrations must still be approved by the ARO and the ARO may approve or disapprove any plans.



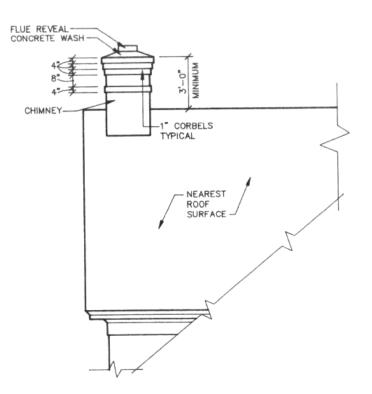




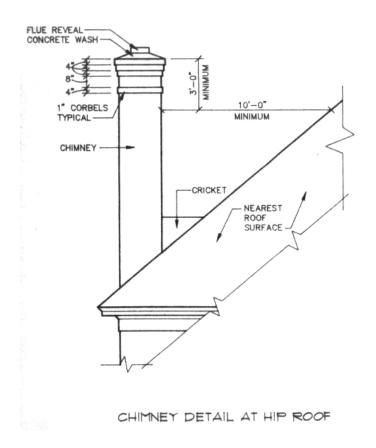
COLUMN DETAIL AT PORCH (COLUMN / BEAM RELEATIONSHIP)

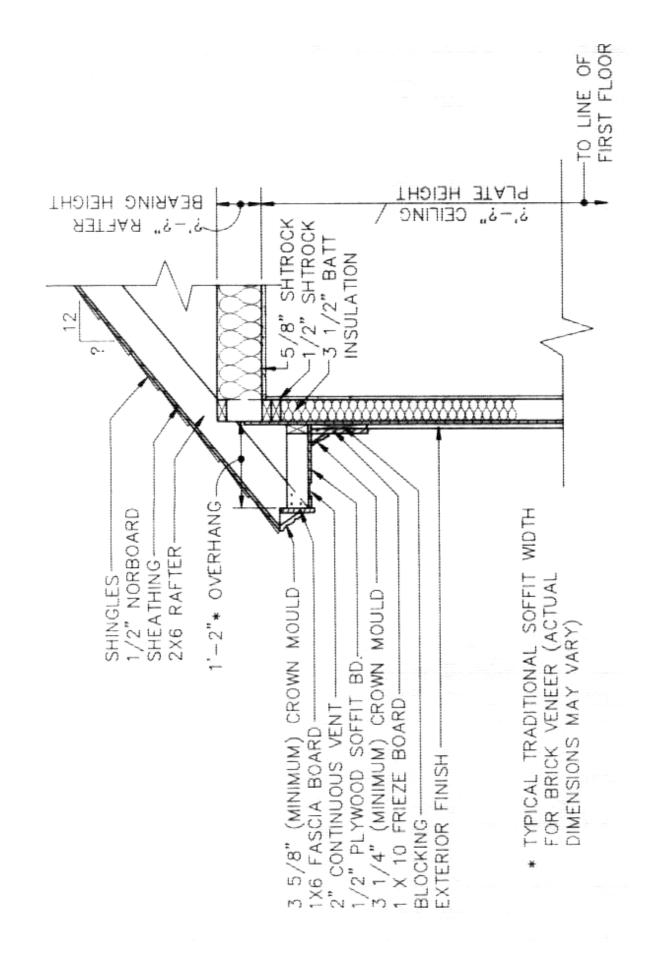


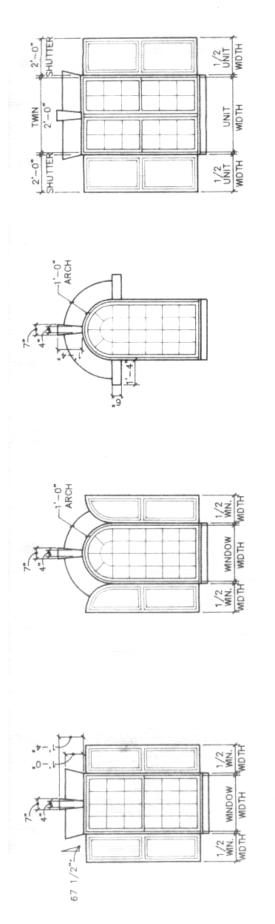
(PITCH, CORNICE, OVERHANG, ETC.)



CHIMNEY DETAIL AT GABLE ROOF









JACKARCH / SHUTTER DETAILS

