

THIS DECLARATION PROVIDES FOR ASSESSMENTS WHICH ARE LIENS ON LOTS. BEFORE PURCHASING A HOME IN EAGLES NEST, A PURCHASER SHOULD VERIFY WITH THE HOMEOWNERS ASSOCIATION THAT THERE ARE NO UNPAID ASSESSMENTS.

**EAGLES NEST
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

This Declaration of Covenants, Restrictions and Easements for Eagles Nest is made this ____ day of _____, 2008, by EAGLES NEST DEVELOPMENT, LLC, a South Carolina limited liability company (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and made a part hereof, and desires to develop therein the Community; and

WHEREAS, Declarant desires to impose certain covenants, conditions, restrictions and easements to be binding on Lots in the Community and the Owners thereof; and

WHEREAS, Declarant desires to maintain control of the architectural design of all Structures constructed within the Community and all landscaping and other exterior values within the Community; and

WHEREAS, Declarant desires to reserve the option, as provided in this Declaration, to contribute certain Common Area to the Association; and

WHEREAS, Declarant desires to provide for the establishment of a homeowners association for the Community; and

WHEREAS, Declarant desires to reserve the option from time to time in its sole discretion to annex additional property to the Community, to be subject to this Declaration;

NOW, THEREFORE, Declarant hereby executes and records this Declaration, thereby subjecting the property described in Exhibit A, and any other property annexed into the Community in accordance with the terms hereof, to the covenants, restrictions, easements, provisions concerning assessment of liens and other provisions of this Declaration.

**ARTICLE 1
USES OF PROPERTY AND EASEMENTS**

Section 1.1. DEFINITIONS. All capitalized terms used herein or in any amendment or addendum to this Declaration, unless otherwise defined herein or therein, shall have the meaning set forth in Exhibit B attached hereto and made a part hereof.

Section 1.2. RESIDENTIAL USE OF PROPERTY. Unless otherwise designated in a supplemental Declaration filed by Declarant for additional land annexed to the Community, all Lots shall be used for residential purposes only and no commercial, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of Declarant, its designee(s), or the Association, When Empowered; provided, however, that nothing herein shall

prevent Declarant, its agents, representatives, employees, or any builder of homes in the Community, when approved by Declarant, from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the Community or related to the improvement and sale of Lots or Dwellings in the Community, operating a construction office, business office, or model home, and displaying sign, and from using any Lot for such other facilities as in the sole opinion of Declarant may be required, convenient, or incidental to the completion, improvement, and sale of the Lots, Dwellings, or the Community; and provided, further that, to the extent allowed by applicable zoning laws, "home occupation," as such term (or some similar term) is defined in the Architectural Guidelines or in the zoning ordinances of the governmental authority having jurisdiction over the Lot, may be maintained in a Dwelling located on any of the Lots as approved in writing by Declarant or the Architectural Review Authority, When Empowered, and the governmental authority having jurisdiction over the Lot, so long as the "home occupation" complies with any and all conditions of such approvals.

Section 1.3. SETBACK LINES; MINIMUM SQUARE FOOTAGE; EASEMENTS ON LOTS. Construction on all Lots will be limited to single family detached Dwellings. Any auxiliary structures will be subject to prior written approval by the Declarant or by the Architectural Review Authority, When Empowered. Minimum Square Footage and reserved easements applicable to the Lots shall be as follows:

(a) Minimum Square Footage for any Dwelling is 2000 square feet, inclusive of both heated and unheated areas. Garage parking area is not included in meeting the square footage requirement. Space over the garage is included in meeting the square footage requirement.

(b) Easements reserved in Section 1.14 are 7.5 feet on non-street side property lines, 10 feet on street property lines and 10 feet on rear property line.

The above-described reserved easements are in addition to, and not in lieu of, any separately recorded easements and any easements shown on a recorded plat, including without limitation the Master Plat.

Notwithstanding the foregoing, Declarant may at its option in its sole discretion, by Supplemental Declaration, revise any of the above provisions concerning the Minimum Square Footage applicable to each Lot, the reserved easements for each Lot, or any other matters concerning such Lots.

The referencing of the Master Plat herein is not intended to establish a subdivision of the Property into Lots or Common Area. Lots and Common Area shall be established only by recording of Subdivision Plats from time to time and, in the case of Common Area, conveyance of the Common Area by Declarant to the Association.

Section 1.4. CONSTRUCTION IN ACCORDANCE WITH PLANS. Except as prohibited by law, including applicable FCC rules and regulations (which limit, but do not entirely prohibit, control by the Association of the size and location of antennas and satellite dishes), no Structure shall be constructed, erected, maintained, stored, placed, replaced, changed, modified, altered or improved on any lot unless approved by the Declarant or Architectural Review Authority, When Empowered, and other appropriate or applicable governmental entity and use of approved structures shall comply with the regulations issued by the Declarant or Architectural Review Authority, When Empowered, from time to time. No construction, reconstruction, erection, repair, change or modification shall vary from the approved plans. Declarant and the Architectural Review Authority, When Empowered, shall have complete discretion to approve or disapprove any Structure. Declarant and the Architectural Review Authority, When Empowered, may issue from

time to time Architectural Guidelines and Regulations to assist it in the approving of Structures and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. Notwithstanding anything herein to the contrary, until one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, Declarant may, at its sole option, approve or disapprove any Plans approved or rejected by the Architectural Review Authority appointed by Declarant or overturn any other action of such Architectural Review Authority. Such action by Declarant shall supersede and nullify the action taken by such Architectural Review Authority. Unless otherwise approved by Declarant or the Association, When Empowered, a Dwelling's attached garage shall not be converted, renovated, or otherwise changed into enclosed living area.

Section 1.5. SUBDIVISION OF LOTS OR COMBINATION OF LOTS. One or more Lots or parts thereof may be subdivided or combined only if approved by Declarant.

Section 1.6. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept, subject to applicable leash laws and subject to Regulations established and amended by Declarant or by the Board of Directors of the Association, When Empowered, from time to time, provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions within the Community. While not in a fully confined area, all pets shall be restrained by leashes and no pet shall enter upon any Lot without the express permission of that Owner or on the Common Area without express permission of Declarant, or of the Association, When Empowered. The pet owner will be responsible for clean up and removal of fecal matter deposited by such pet and shall be liable for, indemnify and hold harmless any other Owner, Declarant and the Association from any loss, cost, damage or expense incurred by such Owner, Declarant, the Association as a result of any violation of this provision. The provisions of this Section may be modified by Regulations as deemed necessary or desirable by the Board. The Board may issue reasonable Regulations prohibiting or restricting specific activities which the Board reasonably determines to be an annoyance or nuisance.

Section 1.7. OFFENSIVE ACTIVITIES. No noxious, offensive or illegal activities, as determined by Declarant or the Board of Directors, When Empowered, shall be carried on upon any Lot, Common Area or street, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner in the Community. The provisions of this Section may be modified by Regulations as deemed necessary or desirable by the Board. The Board may issue reasonable Regulations prohibiting or restricting specific activities which the Board reasonably determines to be an annoyance or nuisance.

Section 1.8. TRAILERS, TRUCKS, BUSES, BOATS, PARKING, ETC. No buses, trailers (other than boat trailers as permitted below), mobile homes, all terrain vehicles, go-carts, campers, full size vans, vehicles on blocks, unlicensed vehicles, or like vehicles shall be kept, stored, used, or parked overnight on any street, in the Common Area or on any Lot (except in an enclosed garage), without the approval of Declarant or the Association, When Empowered. No parking shall be allowed on any sidewalks at any time. No unsafe parking shall be allowed on any streets in the Community. Declarant or the Association, When Empowered, may in its sole discretion determine what is unsafe and issue Regulations to control on and off street parking. Boats and boat trailers may be stored only in garages with the garage doors closed or in backyard areas when sufficiently screened from the view of neighbors, as determined on a case by case basis by Declarant or the Architectural Review Authority, When Empowered, and in compliance with such Regulations, if any, as may be issued concerning appropriate areas of storage and screening requirements. The provisions of this Section may be modified by Regulations as deemed necessary

or desirable by the Board. The Board may issue reasonable Regulations prohibiting or restricting specific activities which the Board reasonably determines to be an annoyance or nuisance.

Section 1.9. EXCAVATIONS OR CHANGING ELEVATIONS. No Owner shall excavate or extract earth for any business or commercial purpose.

Section 1.10. SEWAGE SYSTEM. The Community shall be provided with municipal sewer service (the "Sewage System") by the Town of Chapin, the regional sewer service provider, pursuant to agreement between the Town of Chapin and the Declarant, as authorized by Lexington County Ordinance 87-12. No individual septic tanks or drain fields shall be permitted on any Lot. The Sewage System shall be owned and operated by the Town of Chapin. The Town of Chapin, its agents, successors, or assigns, shall have a right of access to all portions of the Sewage System located within the Property, in accordance with those easements reserved by the Declarant herein, and as shown on recorded plats of the Property. Each Lot Owner shall be subject to all sewer charges assessed on the Community's Sewage System by applicable Town Ordinance and by the agreement between the Declarant and Chapin, including uniform "Sewer Availability Fees" assessed on each unimproved Lot, and "Sewer User Fees" assessed on each improved Lot, upon issuance of a building permit. Such Sewer Availability Fees and Sewer User Fees shall constitute liens upon the Lots assessed, and such liens shall be superior to all other liens except liens for unpaid property taxes, as authorized by applicable law. The Town of Chapin reserves the right to refuse or terminate sewer service to a Lot for failure of the Lot Owner to pay any fees and charges assessed on the Lot as authorized and set by applicable Town Ordinance.

Section 1.11. WATER SYSTEM. Water shall be supplied through a public system approved by appropriate State and local agencies. If there is a public system serving the Community, the Owner shall be obligated to use the system unless otherwise authorized by Declarant.

Section 1.12. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to telephone, cable T.V., electricity, gas, water and sewage systems, which may be in variance with these restrictions.

Section 1.13. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS. Declarant, and Architectural Review Authority, When Empowered, may waive violations of the setbacks and building lines shown on any plat of the Community or required in an approval of siting pursuant Section 1.21. Such waiver shall be in writing and, at Declarant's request, shall be recorded by the Owner in the County Register of Deeds. A document executed by Declarant or the Architectural Review Authority, When Empowered, shall be, when recorded, conclusive evidence that the requirements hereof have been complied with. Declarant and Architectural Review Authority, When Empowered, may also, from time to time as they see fit, eliminate violations of setbacks and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow Declarant or the Architectural Review Authority, When Empowered, to waive violations which must be waived by an appropriate governmental authority without the Owner obtaining a waiver from such authority.

Section 1.14. EASEMENT FOR UTILITIES AND COMMON FACILITIES. Declarant reserves unto itself, its permittees, its successors and assigns, a perpetual, alienable, easement and right of ingress and egress, over, upon, across and under each Lot and all Common Area, if any, as are necessary or convenient for the erection, maintenance, installation, and use of electrical systems, irrigation systems, landscaping, telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer,

water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and Declarant may further cut drainways for surface water when such action may appear by Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance, or to correct deviations from approved development drainage Plans, provided such easement shall not encroach on or cross under existing buildings or Dwellings on the Lot or Common Area. Declarant further reserves an easement on behalf of itself, its permittees, its successors and assigns, over along each side Lot line, the rear Lot line, and street front Lot line in the widths specified in Section 1.3, and over such other areas of each Lot as may be shown on recorded plats of the Community, for construction, ownership and maintenance of utility installations, utility rights of way, drainage installations and drainage rights of ways. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate signs, entrances, landscaping, sprinklers and other improvements related to the Common Area or common facilities of the Community including, but not limited to, entrances, wells, pumping stations, and tanks, within residential areas on any walkway or any residential Lot in the area designated for such use on any applicable plat of the residential subdivision, or locate the same on the adjacent Lot with the permission of the Owner of such adjacent Lot. Such rights may be exercised by a licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility service. No Structures, including, but not limited to, walls, fences, paving or planting shall be erected upon any part of the Property which will interfere with the rights of ingress and egress provided for in this paragraph and no Owner shall take any action to prevent the Association, Declarant, or any public or private utility service providers, or any of their employees, agents or contractors, from utilizing the easements reserved herein. Declarant, the Association, its Board of Directors, the Architectural Review Authority, and their officers, employees, agents and contractors shall not bear responsibility for the repair or replacement of any landscaping planted, special grading established, or Structure constructed within an easement, whether planted, established or constructed intentionally or inadvertently and whether approved or not by Declarant, the Association, its Board of Directors, or the Architectural Review Authority, When Empowered. Declarant, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and Structure to convey marketable title. The rights and easements conferred and reserved herein shall be easements in gross of a commercial nature for the benefit of Declarant, its permittees, successors and assigns to serve any property whether or not subject to this Declaration. Such easement rights shall also be for the direct benefit of utility service providers as designated by Declarant, and Declarant may by recorded instrument assign and convey such easement rights, together with title to utility installations, to utility service providers.

Section 1.15. YARD AND LANDSCAPING MAINTENANCE.

(a) In the event that the Owner of any Lot fails to maintain their yard and overall landscaping in a manner in keeping with the Declaration, as determined by Declarant or an Architectural Review Authority, When Empowered, from time to time as they see fit, Declarant or the Architectural Review Authority, When Empowered, may issue a compliance demand requiring the Owner of the Lot to bring the Lot into keeping with the Declaration, as determined by Declarant or the Architectural Review Authority, When Empowered. If the Owner of the Lot fails to comply within the time required by the notice, Declarant or the Association may, in addition to all other remedies provided herein, enter upon the Lot, bring the Lot into keeping with the Community, as provided above, and levy against the Owner of the Lot an Assessment for Non-Compliance and such Assessment shall be a lien upon the Lot.

(b) The responsibility of an Owner of a Lot to properly maintain their yard and overall landscaping includes, but is not limited to, the following:

- (i) preventing any underbrush, weeds, or other unsightly plants to grow upon the Lot and Area of Extended Lot Owner Responsibility;
- (ii) providing permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot and Area of Extended Lot Owner Responsibility;
- (iii) unless approved otherwise by the Declarant or the Architectural Review Authority, When Empowered, maintaining and (if they are determined to be unhealthy by the Declarant or the Architectural Review Authority, When Empowered) replacing, any tree(s) or portions thereof and/or other vegetation upon the Lot or Area of Extended Lot Owner Responsibility or located within the road right-of-way, that (1) are specifically required to be removed or replaced by the Declarant or the Architectural Review Authority, When Empowered, (2) were required by the Declarant or the Architectural Review Authority, When Empowered, to have been protected during construction, or (3) were placed in this area in accordance with an approved landscape plan;
- (iv) providing proper grading, drainage and erosion control elements on the Lot and Area of Extended Lot Owner Responsibility, in accordance with Article 9 of this Declaration;
- (v) preventing and repairing any erosion on the Owner's Lot, Area of Extended Lot Owner Responsibility, any other Lot, or any street in the Community caused by surface run-off from the Owner's Lot, in accordance with Article 9 of this Declaration; and
- (vi) providing, at the Owner's expense, general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, regular replacement of straws and mulch, proper drainage control, edging of curbs, sidewalks, and driveways and other types of normal maintenance not provided by the Association, of the overall landscaping and grass for their Lot and Area of Extended Lot Owner Responsibility in compliance with the Regulations and Architectural Guidelines established by the Declarant, the Board of Directors or the Architectural Review Authority, When Empowered. Any entry by the Association or Declarant or by their agents, employees, officers or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to Declarant and to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of Declarant, the Association or their assigns to provide garbage or trash removal services. As provided herein, these rights may be assigned by Declarant to the Association or other appropriate entities. The Owner shall hold harmless Declarant, the Association, the Board of Directors of the Association, and the Architectural Review Authority, When Empowered, and their agents, employees, officers and contractors, from any liability incurred arising out of correcting the Owner's breach of this Section.

Section 1.16. ACCESS BY DECLARANT OR ASSOCIATION, WHEN EMPOWERED.

For the purpose of performing its function under this or any other Article of the Declaration, to correct any violation of this Declaration, the Architectural Guidelines or the Regulations, and to make necessary surveys in connection therewith, Declarant, the Association, and their duly authorized employees, officers, agents and contractors shall have the right to enter upon any Lot.

Section 1.17. EMERGENCY ACCESS. There is hereby reserved and granted to Declarant, the Association, When Empowered, their directors, officers, agents, employees, and managers and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Property, any part thereof or Lot 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 affected thereby. The rights granted herein to the Association include reasonable right of entry upon any Lot or Dwelling to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Community.

Section 1.18. CONSTRUCTION EASEMENT FOR DECLARANT. During the period that Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Property, Declarant and its duly authorized representative, agents, and employees shall have a transferable right and easement on, over, through, under and across the Property for the purpose of constructing Dwellings on the Lots and making such other improvements to the Property as are contemplated by this Declaration and to the Property as Declarant, in its sole discretion, desires, and for the purposes of installing, replacing, and maintaining all Dwellings and other improvements within the Community, as well as utilities servicing the Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

Section 1.19. LEASES OF DWELLINGS. Any lease agreement between an Owner and a tenant for the lease of such Owner's Dwelling on the Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any Regulations promulgated by the Association. The Owner shall incorporate in any lease of any Lot or Dwelling a provision stating that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots shall be in writing and a copy of the executed lease upon, written demand, must be provided to Declarant or the Board of Directors, When Empowered.

Section 1.20. STREET LIGHTING CHARGE. Each Owner shall pay a proportional share of the monthly charge for street lighting service as charged by the electric utility provider. The electric utility provider shall either bill the Owner for this charge as part of the Owner's monthly electric utility bill, or it may bill the Association directly for the total number of street lights in the Community, in which case each Owner's proportional share of such charge shall be treated as an Assessment.

Section 1.21. SITING REQUIREMENTS. Declarant, or the Architectural Review Authority, When Empowered, must approve the location on a Lot of all Structures, including but not limited to, buildings, dwellings, garages, porches, sheds, greenhouses, bathhouses, terraces, patios, decks, stoops, wing-walls, swimming pools (if allowed, and in any event in-ground only) and storage buildings for related equipment (including but not limited to filters and water pumps).

Section 1.22. TREE REMOVAL. Removal of trees more than four (4) inches in width at one foot above diameter breast height and more than ten (10) feet outside the footprint of the approved house plan shall be subject to approval of Declarant or the Architectural Review Authority, When Empowered.

Section 1.23. CONTINUITY OF CONSTRUCTION. All improvements commenced on any Lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, or such other period as may be required by Declarant or the Architectural Review Authority, When Empowered. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required period, then the Association may impose an Assessment for Non-Compliance on the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of Declarant or the Architectural Review Authority, When Empowered, that such abandonment is for circumstances beyond the Owner's control. If landscaping is not completed within thirty (30) days after the completion of a Dwelling on a Lot, Declarant or the Architectural Review Authority, When Empowered, may impose an Assessment for Non-Compliance.

Section 1.24. WATERFRONT AREAS AND WATERWAYS. Any Lot which shall abut upon a lake, stream, pond, wetland or other waterway shall be subject to the following additional restrictions:

(a) No revetment, rip-rap or any other structure or material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Property or adjacent thereto except with the specific written approval of Declarant or the Architectural Review Authority, When Empowered.

(b) Except with the prior written approval of Declarant or the Architectural Review Authority, When Empowered, no device or material may be constructed, placed or installed upon any Lot which shall in any way alter the course of natural boundaries of any water way or which shall involve or result in the removal of water from any waterway.

(c) Declarant, the Association, Drake Development & Realty Co. and its agents, the Town of Chapin, and the County of Lexington are hereby released and discharged from any and all claims for damages to an Owner's property or person heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of any waterways by any other party.

Section 1.25. REGULATIONS. The use of the Property shall be subject to the Regulations promulgated from time to time by the Declarant and the Association, When Empowered. The Declarant and the Association, When Empowered, may from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, without notice to the Owners. The Regulations may apply to the entire Property, to portions of the Property, to Common Area, or exclusively to a Specific Purpose Areas, if and when designated. Until one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Declarant may, in its sole discretion: delegate, temporarily or for the period that these rights and authority are reserved to the Declarant, the rights set out herein; amend the Regulations of the Association; waive the violation of any Regulation issued by the Association; grant variances to the Regulations of the Association; veto any modification to the Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Regulations; and require the Association to enforce and implement any provision of the Regulations.

Section 1.26. VARIANCES. Any provision of this Declaration to the contrary notwithstanding, the Declarant, or the Association or the Architectural Review Authority, When Empowered, as applicable, may approve on a case by case basis variances from any of the building,

landscaping, use and other restrictions set forth herein (such as, by way of example, failure to comply with a setback requirement or the minimum square footage for a Dwelling).

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1. MEMBERSHIP. It is mandatory that every person or entity who is an Owner of any Lot shall be a Member of the Association. Membership shall be mandatory to and may not be separated from ownership of any Lot.

Section 2.2. VOTING RIGHTS. The Association shall have the following classes of Membership.

(a) CLASS "A". Class "A" Members shall be all Owners excepting Declarant. Class "A" Members shall be entitled to one (1) vote for each Lot they own. When more than one (1) person holds such interest or interests in any Lot, the entire vote attributable to such Lot shall be exercised by one (1) individual who is duly authorized in writing by all of the Owners of that Lot. In no event shall more than one (1) vote or a partial vote be cast with respect to any such Lot. When more than one person holds such an interest or interests in a Lot, it shall be the responsibility of those Owners to provide Declarant or the Association with written notification, with the signatures of all of those persons owning an interest in the Lot affixed, of the name and mailing address of that person authorized to receive notification from the Association and to cast said vote.

(b) CLASS "B". The sole Class "B" Member shall be Declarant. The Class "B" Member shall be entitled to cast the greater of four (4) votes for each Lot for which it holds title or one more vote than the total votes of the Class "A" Members. Class "B" Membership shall end when one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, or at such earlier time as Declarant voluntarily relinquishes these voting rights; provided, however, that the one hundred (100%) percent requirement may be reduced at the option of Declarant.

Section 2.3. COUNTING OF VOTES. Any provision of this Declaration requiring a counting of votes of the Members shall mean a counting of the total votes cast by Class A Members and Class B Members. For example, a "majority" of votes cast means more than 50% of the votes cast by all Members collectively, inclusive of all votes cast by Class A Members and Class B Members.

ARTICLE 3

PROPERTY RIGHTS IN THE COMMON AREA

Section 3.1. MEMBER'S EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 4.3, the right of the Association to suspend the right to use a Common Area as set out in Article 10, and the Regulations established and amended from time to time, every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3.2. TITLE TO COMMON AREA. Declarant, at such time as it may elect, will convey to the Association, by limited warranty deed, fee simple title to the Common Area, subject to this Declaration and easements and restrictions of record.

Section 3.3. EXTENT OF MEMBER'S EASEMENTS. The rights and easements created hereby shall be subject to the following rights which are hereby reserved to Declarant or the Association's Board of Directors, When Empowered:

(a) The right of Declarant, and of the Association, When Empowered, to dedicate, transfer, or convey all or any part of the Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, and the right of Declarant and of the Association, When Empowered, to convey with consideration to any other party all or any part of the Common Area upon affirmative vote of more than fifty (50%) percent of the total votes of the Members, cast at a duly called meeting of the Members or a recorded resolution signed by the Members holding more than fifty (50%) percent of the vote of the Members.

(b) The right of Declarant, and of the Association, When Empowered, to grant and reserve easements and rights of way through, under, over, and across Common Area, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of Declarant to grant and reserve easements and rights of way through, over and upon and across the Common Area for the operation and maintenance of the Common Area. Declarant and the Association, When Empowered, may assign and convey such easement rights, together with title to utility installations, to the utility service provider.

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

(d) The right of the Association, in accordance with the law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and, in pursuance thereof, to mortgage or encumber the Common Area.

Section 3.4. DELEGATION OF RIGHTS OF ENJOYMENT. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to his tenants and their guests, invitees, subject to the Regulations established and amended from time to time. Any Owner shall at all times be responsible for and liable for the actions of that Owner's family, tenants, guests and invitees, pets and animals, and shall further be responsible for the paying of any Assessments for Non-compliance levied for their non-compliance with this Declaration, the By-Laws of the Association or the Regulations established and amended from time to time.

Section 3.5. ADDITIONAL STRUCTURES. Neither the Association nor any Owner shall, without the prior written approval of Declarant, so long as Declarant owns one (1) Lot permitted by the Master Plat of the Community, or without written approval of the Board of Directors, When Empowered, erect, construct, or otherwise locate any Structure or other improvement in the Common Area. Declarant, so long as Declarant owns one (1) Lot permitted by the Master Plat of the Community, reserves the right to erect, construct, or otherwise locate any additional Structure or other improvement in the Common Area.

ARTICLE 4
COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREA
AND FACILITIES

Section 4.1. MAINTENANCE AND OPERATION OF COMMON AREA.

(a) The Association at its sole cost and expense shall operate and maintain the Common Area and provide the requisite services in connection therewith. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of such entrance ways. Until one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, if the Association fails to operate, maintain or repair the Common Area to the satisfaction of Declarant or fails to employ contractors which Declarant, in its sole discretion, determines to be able to properly operate or maintain the Common Area, Declarant may, but is not required to, notify the Association to correct the maintenance problem or remove the contractor. If the Association fails to do so within the time set forth in the notice, Declarant may, but is not required to, correct said maintenance problem or remove and replace such contractor. The Association shall reimburse Declarant for any and all costs incurred by Declarant and the cost including collection costs incurred by Declarant shall be a lien on the Common Area. This Section shall not be amended or removed without the written consent of Declarant. Any entry by Declarant under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to Declarant for the purpose of entry onto the Common Area for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of Declarant or its assigns to provide garbage or trash removal services. As provided herein, these rights may be assigned by Declarant. The Association shall hold harmless Declarant, its agents, officers, directors, and employees from any liability arising out of correcting the Association's breach of this Section. The maintenance, operation, and repair of the Common Area shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except when such responsibilities are accepted by responsible parties, including public bodies, governmental bodies, districts, agencies or authorities and only for so long as they properly perform. This section shall not be amended, as provided for in Article 10, to eliminate or substantially impair the obligation of the Association for the maintenance and repair of the Common Area.

(b) Declarant and all Owners shall reference and incorporate the provisions of this Declaration in every contract and deed of conveyance of property within the Community.

Section 4.2. COMMON AREA AMENITIES. Declarant intends to provide certain recreational amenities as part of the Common Area. Such amenities will consist of a cabana or clubhouse and a swimming pool. Declarant may elect in its sole discretion to add other amenities. Declarant makes no representation or warranty as to when such improvements will be completed. Declarant will eventually convey such improvements to the Association as Common Area. The Association shall thereafter be responsible for all expenses of insurance, maintenance, upkeep and property taxes for such improvements. In addition, should Declarant make such improvements available for use by Owners prior to conveyance of such improvements to the Association, from the date any of such improvements are first available for use by Owners the Association shall be responsible for the insurance, maintenance, upkeep and property taxes for such improvements. Declarant makes no representation or warranty as to the size, design or quality of any such improvements, which shall be determined by Declarant in its sole discretion. Declarant reserves the

right to use the clubhouse as a sales center until all Lots, and all Dwellings constructed on Lots, have been sold.

Section 4.3. ENTRANCE FEATURE, AREA ADJACENT TO COMMUNITY.

(a) Declarant intends to construct entrance improvements, including an entrance sign and landscaping, at the entrance to the Community. Declarant makes no representation or warranty as to the design of such improvements or as to when the such improvements will be completed. Declarant shall convey such improvements to the Association as a Common Area. Such conveyance may be accomplished either by a deed in fee simple or by an easement agreement for the use thereof. After such conveyance by deed or easement, the Association shall be responsible for the insurance, maintenance, upkeep and property taxes with respect to such improvements. The Association shall have authority in its discretion to expend funds to landscape and maintain areas outside and around the entrance feature as well as areas outside the boundary of Eagles Nest, even if not part of the Common Area and if owned by third parties.

(b) Declarant or the Association may determine that it will be beneficial to the Community to obtain rights from landowners adjoining the Community in order to maintain areas outside but adjacent to the Community. For example, the Declarant or the Association might find it beneficial to the Community to obtain the right to maintain and possibly landscape areas adjoining walls which separate the Community from adjoining landowners, or to maintain and landscape areas along the road leading into the Community. Declarant and the Association shall have the authority to enter into agreements with adjoining landowners and governmental entities with respect thereto, and all expenses related to (i) the Association's responsibility for the establishment of such agreements, (ii) the Association's obligations under such agreements and (iii) the Association's maintenance of such areas, shall be expenses of the Association.

Section 4.4. LIMITATION OF LIABILITY WITH RESPECT TO CONSTRUCTION OF IMPROVEMENTS IN COMMON AREAS. All Owners, by accepting a deed to a Lot, acknowledge and agree that Declarant is not a builder and shall have no liability to the Association or any Owner for any defects in design, construction or materials with respect to any improvements constructed on any Common Area.

**ARTICLE 5
ASSESSMENTS**

Section 5.1. ASSESSMENTS.

(a) Each and every Owner of any Lot or Lots within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association, the Assessments, and the Association's collection fees, attorneys fees and court cost incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By-Laws and the Architectural Guidelines and Regulations established or amended by Declarant or the Board of Directors, When Empowered. Notwithstanding the foregoing, except for Assessments for Non-Compliance, no builder of any Dwelling on any Lot shall be obligated to pay any Assessments imposed on the Lot as long as the Dwelling is under construction, the builder is diligently pursuing same to completion, and no certificate of occupancy for such Dwelling has been issued.

(b) Assessments, together with such interest thereon, and other costs of collection, including the Association collection fees, attorney fees and court costs, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such Assessments are levied.

Owners of any Lot shall share in the obligation of any other Owner of that Lot and shall be jointly and severally liable for any Assessments, the cost of collection, attorney fees and court costs that are attributable to that Lot.

(c) The Association shall, upon demand at any time, furnish to any Owner or attorney representing the prospective purchaser of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid. At all times the Association's records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced.

(d) This Article shall not be amended as provided in Section 10.6 to eliminate or substantially impair the obligation to fix the Assessments at an amount sufficient to properly operate the Association, maintain and operate the Common Area and perform the maintenance required to be performed by the Association under this Declaration without the written consent of Declarant.

(e) There shall be six types of Assessments: (1) Regular Assessments; (2) Assessments for non-compliance with this Declaration, the By-Laws of the Association, and the Regulations, as established and amended from time to time; (3) Assessments for Capital Improvements as described in Section 5.4 below; (4) Assessments for Working Capital Fund as described in Section 5.5 below; (5) Assessments for Budgetary Shortfall as described in Section 5.6 below; and (6) Specific Purpose Assessments, if and when Specific Purpose Areas are designated, as described in Section 5.7 below. Such Assessments to be fixed, established, and collected from time to time as herein after provided. (See Article 9 for Remedies of the Association for Violation.)

Section 5.2. REGULAR ASSESSMENTS.

(a) The Regular Assessments levied by the Association shall be used exclusively for the purposes of the general operation of the Association, reserves and the promotion of the health, safety, and welfare of the residents of the Community, and in particular for the improvement and maintenance of the Common Area, including but not limited to, the payment of mortgages, taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, Treasurer fees, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, reserves for the replacement of the Association property and improvements to the Common Area; costs and expenses incurred by the Association in connection with the Road Maintenance Agreement; and all other obligations or debts incurred by the Association.

(b) Declarant or the Board of Directors of the Association, When Empowered, shall at all times fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as set forth herein and shall be assessed against all Lots at the time of the Assessment. Declarant or Board of Directors, When Empowered, shall once each year create a budget and fix the date of commencement, the size and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot, and shall, at that time, prepare a roster of the Owners and the Assessments applicable thereto. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. If Declarant or the Board of Directors, When Empowered, fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. A copy of the budget or any amended budget and written notice of the Regular Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the

address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Regular Assessment. Until one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, Declarant shall have the option of approval of any portion of the budget.

(c) Declarant or the Board of Directors, When Empowered, shall have the right to adjust the amount and installment schedule of the Regular Assessment without Membership approval for the purpose of meeting the budgetary obligations of the Association and in times of an unexpected cashflow shortfall. Declarant or the Board of Directors, When Empowered, may, at its sole discretion, set estimated Regular Assessments until the Regular Assessment is set and the budget completed, or may delay the billing of Regular Assessments until the budget is complete and then bill the Owners for the Regular Assessment for the entire budget period.

(d) Until one hundred (100%) percent of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, Declarant may also choose the option of either (1) paying the Regular Assessments attributable to the Lots owned by Declarant at the time that the Regular Assessments are due and paying a prorated Regular Assessment for the incorporation of additional Lots in the Community during the budget period or (2) paying the deficits in the expenses (but not capital reserves or contingencies) of the Association not paid by the Regular Assessments due from Lot Owners other than Declarant, so long as the responsibilities of the Association within the approved budget are properly met. Any expenses of the Association paid by and any advances paid to the Association by Declarant which are in excess of the amount due from Declarant for Regular Assessments for Lots owned by Declarant, or if Declarant chooses to pay deficit expense, the amount paid by Declarant to or for the Association which exceeds the actual deficit, at the option of Declarant, shall be considered a loan to the Association, repayable under terms established by Declarant, and which are reasonably acceptable to the Board of Directors of the Association.

(e) Any Regular Assessment against Lots owned by Declarant (including those Lots added to the Community after the date of the Assessment) shall not be due until the end of the period for which the Regular Assessment is established, provided, however, if Declarant has elected not to pay Regular Assessments and instead to pay the deficits in the expenses and capital reserves of the Association and fails to pay such deficits within thirty (30) days after the end of the budget period, the Regular Assessment for Lots owned by Declarant shall be due in thirty (30) days after the Association notifies Declarant of its failure to pay the deficits at the end of the budget period.

(f) At the time of the closing of a Lot owned by Declarant, if the Regular Assessment for that period has been paid by Declarant, that portion of the Regular Assessment that is attributable to the balance of the period shall be collected and paid to Declarant by the purchaser of the Lot. Any sums not reimbursed to Declarant shall also be a lien on the Lot in the same manner as an Assessment. All other Assessments, when levied, shall be the responsibility of the Owner of record on the date that the Assessment is authorized by Declarant or by the Board of Directors of the Association, When Empowered.

Section 5.3. ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, its guest or invitee fails to comply with any of the provisions of the Declaration, the By-Laws of the Association, the Architectural Guidelines and Regulations established and amended by Declarant or the Board of Directors, When Empowered, from time to time, Declarant, or the Board of Directors, When Empowered, may issue Assessments in amounts as it determines in its sole discretion, each of which shall be an Assessment for Non-Compliance and shall be a lien on the Lot or Lots of that

Owner. An Assessment for Non-Compliance may be for (i) the expenses incurred by the Association in connection with the non-compliance by the Owner and/or (ii) a fine, which may be set at a daily or other periodic rate, in an amount determined by Declarant or the Association or Architectural Review Authority, When Empowered, for the purpose of inducing the Owner to promptly cure such non-compliance.

Section 5.4. ASSESSMENTS FOR CAPITAL REPAIR OR IMPROVEMENTS. In addition to the Regular Assessments, the Association may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots) for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures, equipment and personal property relating thereto, provided that such Assessment shall have the assent of more than fifty (50%) percent of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting provided, however, these periods for notice may be shorter as necessary to obtain funds for emergency repairs to the Structures on the Common Area. Subject to the provisions of Section 5.2, the due date or due dates of any installment of any such Assessment shall be fixed in the resolution authorizing such Assessment.

Section 5.5. ASSESSMENT FOR WORKING CAPITAL FUND. At the time of acquiring title to a Lot from Declarant or from a contractor who purchased the Lot from Declarant and completed the Dwelling and Structures on the Lot, the Owner acquiring title to the Lot shall, at the option of Declarant or the Board of Directors, When Empowered, deposit with the Association a reserve fund payment in a sum to be determined from time to time by Declarant or Board of Directors, When Empowered, to provide for a working capital fund for the obligations of the Association. Such working capital fund payment shall in no way be considered a prepayment of the Regular Assessment. Such working capital fund payments shall be used for the purposes as determined from time to time by Declarant or the Board of Directors of the Association, When Empowered.

Section 5.6. ASSESSMENTS FOR BUDGETARY SHORTFALL. In addition to the Regular Assessment, Declarant or the Board of Directors, When Empowered, may, at its option, draw from the appropriate reserve funding or working capital funds or may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots), subject to the provisions of Section 5.2, applicable to that period only, to cover any unexpected shortfall in the cashflow of the Association. Said Assessment shall not require the approval of the Membership.

Section 5.7. SPECIFIC PURPOSE ASSESSMENTS.

(a) In addition to the Regular Assessment charged each Owner of a Lot, should additional services or maintenance be provided by the Association for Owners of Lots in a Specific Purpose Area within the Community, if and when designated, the Declarant or the Board of Directors of the Association, When Empowered, shall have the authority to levy an Assessment applicable only to such Lots in the Specific Purpose Area ("Specific Purpose Assessment"), based upon a budget approved by the Board of Directors to fund these special services or maintenance and the Association's cost of implementing and administering these services or maintenance, as well as to fund reserves and contingencies needed to assure that these services or maintenance can be provided. Provided, however, until one hundred percent (100%) of the Dwellings shown on the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Declarant shall have the authority to determine and to approve or disapprove any increase or decrease to the services or maintenance to be provided to any Specific Purpose Area and the appropriate increase or decrease to the Specific Purpose Assessment for those services or maintenance. Subject to the Declarant's

rights, the Board of Directors, when empowered, may increase or decrease the services or maintenance to be provided to a Specific Purpose Area and increase or decrease the Specific Purpose Assessment for these services or maintenance, provided, however, the Members of the Specific Purpose Area may repeal such action of the Board of Directors by vote of at least 51% of the Members subjected to the Specific Purpose Assessment.

Notwithstanding their responsibility when asked by the Board of Directors to create a budget for approval by the Board of Directors to include the cost of existing services or maintenance being provided to a Specific Purpose Area and subject to the Declarant's rights, the Specific Purpose Committee (or the Association if there is no Specific Purpose Committee), with the affirmative vote of 2/3 of the Members in the Specific Purpose Area, may increase or decrease the services or maintenance to be provided to a Specific Purpose Area and increase or decrease the Specific Purpose Assessment as it deems appropriate.

(b) If and when a Specific Purpose Area is designated, the Declarant or the Board of Directors of the Association, When Empowered, shall at all times fix the Specific Purpose Assessment based on the budget prepared by the Board of Directors or its designee in accordance with the By-Laws for the period of the Specific Purpose Assessment. The Board of Directors, When Empowered, may at its sole option, appoint or cause to be elected by the Members subject to the Specific Purpose Assessment, a Specific Purpose Committee created for the purpose of being its designee with respect to the creation of a Specific Purpose Area budget and for other purposes that the Board of Directors may determine, including the management and administration of the services or maintenance to be provided for the Members subject to the Specific Purpose Assessment. Should a Specific Purpose Committee, after being directed to manage and administer these services or maintenance by the Board of Directors, refuse to accept any portion of the responsibility required of them by the Board of Directors or fail to perform the duties set out by the Board of Directors, the Board of Directors shall at its option, continue or discontinue these services or maintenance, and adjust the Specific Purpose Assessment as the Board of Directors deems appropriate. The amount of the Specific Purpose Assessment that is approved by the Board of Directors shall be uniform for each Lot in the Specific Purpose Area, except as set forth herein, and shall be assessed against all Lots in the Specific Purpose Area at the time of Assessment; provided, however, that the Declarant or the Board of Directors, When Empowered, may vary the amount of the Specific Purpose Assessment among Lots within a Specific Purpose Area based on the benefit(s) provided to, or received by, some but not all Lots in the Specific Purpose Area. The Board of Directors or its designee shall, in accordance with the By-Laws, once each year create a budget, fix the date of commencement, the size and number of installments, the method of determining the amount of all Specific Purpose Assessments against each Owner of a Lot, and shall, at that time, prepare a roster of the Owners and the Specific Purpose Assessments applicable thereto, all of which shall be submitted to the Board of Directors for approval as required by the By-Laws. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. A copy of the budget, or any amended budget and written notice of the Specific Purpose Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Specific Purpose Assessment. Until one hundred percent (100%) of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Declarant shall have the option of approval of any portion of a budget or the amount of a Specific Purpose Assessment.

(c) If and when a Specific Purpose Area is designated, the Declarant or the Board of Directors, When Empowered (by a two-thirds vote of a three-member appointed Board of Directors or a four-fifths vote of a five-member elected Board of Directors), shall have the right to adjust the

amount and installment schedule of the Specific Purpose Assessment without Membership approval for the purpose of meeting the budgetary obligations of the Specific Purpose Area and in times of an unexpected cash flow shortfall. The Declarant or the Board of Directors, When Empowered (by a two-thirds vote of a three-member appointed Board of Directors or a four-fifths vote of a five-member elected Board of Directors), may, at its sole discretion, set estimated Specific Purpose Assessments until the Specific Purpose Assessment is set and the budget completed, or may delay the billing of Specific Purpose Assessments until the budget is complete and then bill the Owners for the Specific Purpose Assessment for the entire budget period.

(d) Until one hundred percent (100%) of the Dwellings permitted by the Master Plat have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, if and when a Specific Purpose Area is designated, the Declarant may also choose the option of either: (1) paying the Specific Purpose Assessments attributable to the Lots owned by the Declarant at the time that the Specific Purpose Assessments are due and paying a prorated Specific Purpose Assessment for the incorporation of additional Lots during the budget period; or (2) paying the deficits in the expenses and capital reserves (but not contingencies) of the Association not paid by the Specific Purpose Assessments due from Lot Owners other than Declarant, so long as the responsibilities of the Association within the approved budget are properly met. Any expenses of the Association paid by and any advances paid to the Association by the Declarant which are in excess of the amount due from the Declarant for Specific Purpose Assessments for Lots owned by the Declarant, or if the Declarant chooses to pay deficit expenses, the amount paid by the Declarant to or for the Association which exceeds the actual deficit, at the option of the Declarant shall be considered a loan to the Association, repayable under terms established by the Declarant and which are reasonably acceptable to the Board of Directors of the Association.

(e) Any Specific Purpose Assessment against Lots owned by the Declarant (including those added to the Community after the date of the Assessment) shall not be due until the end of the period for which the Specific Purpose Assessment is established, provided, however, if the Declarant has elected not to pay the Specific Purpose Assessments and instead pay the deficits in the expenses and capital reserves of the Association, and fails to pay such deficits within thirty (30) days after the end of the budget period, the Specific Purpose Assessment for such Lots owned by the Declarant shall be due in thirty (30) days after the Association notifies the Declarant of its failure to pay the deficits at the end of the budget period.

(f) At the time of the closing of a Lot owned by the Declarant, if the Specific Purpose Assessment for that period has been paid by the Declarant, that portion of the Specific Purpose Assessment that is attributable to the balance of the period shall be collected and paid to the Declarant by the purchaser of the Lot. Any sums not reimbursed to the Declarant shall also be a lien on the Lot. All other Assessments, when levied, shall be the responsibility of the Owner of record on the date that the Assessment is authorized by the Declarant or by the Board of Directors of the Association, When Empowered.

Section 5.8. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first lien, mortgage or deed of trust recorded prior to the recording of the Notice of Lien by the Association or Declarant in the Office of the Register of Deeds for the County in which the Lot is located. Sale or transfer of any Lot shall not affect the liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first lien, mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of Assessments under the Notice of Lien when recorded prior to such mortgage as to the payment thereof which becomes due prior to such sale or transfer but shall not relieve any Owner in possession of a Lot prior to such foreclosure

sale or deed of trust from any personal obligation defined herein for the payment of Assessments. No such sale or transfer shall relieve such Owner from liability for any Assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any subsequent first lien, mortgage or deed of trust, except for liens for Assessment due from subsequent Owners of the Lot if the Notice of Lien is recorded prior to the subsequent first lien mortgage.

Section 5.9. EXEMPT PROPERTY. The following properties subject to this Declaration shall be exempt from the dues, Assessments, charges, and liens created herein: (a) All Common Area, as defined in Article I, Section 1 hereof and (b) streets and road rights-of-way. Notwithstanding any provision herein, no Lots shall be exempt from said liens.

ARTICLE 6 ARCHITECTURAL REVIEW

Section 6.1. ARCHITECTURAL REVIEW AUTHORITIES. The Architectural Review Authority, when established by Declarant or the Board of Directors of the Association, When Empowered, shall be composed of at least three (3) representatives.

Section 6.2. PROCEDURES.

(a) Any person desiring to construct, maintain, place, replace or reconstruct any Structure on any Lot or Common Area or to make any improvements, alteration or changes to any Structure shall submit Plans and any other required documentation required by the Architectural Guidelines to Declarant or the Architectural Review Authority, When Empowered, which shall evaluate, approve or disapprove in writing such Plans in light of the purpose of this Declaration. Any person using any Structure shall comply with the Regulations established and amended from time to time. An aggrieved Owner may appeal the final decision of the Architectural Review Authority to Declarant or the Board of Directors, When Empowered, through the processes set forth in the Architectural Guidelines or the Regulations.

(b) Declarant, or the Architectural Review Authority, When Empowered, may charge a reasonable review fee for its initial review, the amount of which shall be established by Declarant or the Architectural Review Authority, When Empowered, in the Architectural Guidelines from time to time. Declarant or the Architectural Review Authority, When Empowered, may at its option employ outside professional services for initial review and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the Architectural Review Authority must be approved by Declarant or the Board of Directors of the Association, When Empowered. Subsequent reviews may require additional fees.

(c) Approval by the Declarant, or of the Architectural Review Authority, When Empowered, of any plans and specifications or the granting of a variance with respect to any of the architectural guidelines and regulations, When Established, shall not in any way be construed to set a precedent for approval, alter in any way the published architectural guidelines, When Established, or be deemed a waiver of Declarant's or of the Architectural Review Authority's, When Empowered, right in its discretion to disapprove similar plans and specifications, use of any structure or any of the features or elements which are subsequently submitted for use in connection with any other Lot. Except for the right of Declarant or Board of Directors, When Empowered, to approve or disapprove the Plans on appeal, approval of the Plans relating to any Lot shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter by the Architectural Review Authority, When Empowered, provided that there has been adherence to and compliance

with the Plans as approved in writing, and any conditions attached to any such approval and the Regulations.

(d) Declarant or Architectural Review Authority, When Empowered, may at its option require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by Declarant or Architectural Review Authority, When Empowered. If an Owner or Owner's contractor or agent fails to so comply, Declarant or the Architectural Review Authority, When Empowered, at its discretion may impose a fine on the Owner and apply all or part of the deposit to pay the fine and may use all or part of the deposit to remedy the non-compliance. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot shall not in any way act to set a precedent or effect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of Plans which are to be or have been approved within the Architectural Review Authority. The terms for waiver of any deposit and for the determination of the deposit amount, conditions of payment and the release to an Owner of any remaining portion of said compliance deposit, shall be defined in the Architectural Guidelines and Regulations. Nothing herein shall be deemed to waive or limit in any way any other remedies of Declarant, including those to insure compliance with the Architectural Guidelines and Regulations, or of any Owner under this Declaration or at law.

(e) Neither Declarant, the Association, the Board of Directors of the Association, an Architectural Review Authority or their respective members, directors, officers, agents or employees shall be responsible or liable in any way for defects, structural or otherwise, in any plans or specifications approved by Declarant or the Architectural Review Authority, When Empowered, nor for any defects in any work done according to the plans and specifications approved by Declarant or by the Architectural Review Authority, When Empowered. Further, neither Declarant, the Association, the Board of Directors of the Association, the Architectural Review Authority or their respective members, directors, officers, agents or employees shall be liable to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of Declarant, or the Architectural Review Authority provided for in this Declaration. Every person who submits plans and specifications to Declarant or the Architectural Review Authority, When Empowered, for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, the Association, the Board of Directors of the Association, an Architectural Review Authority or their members, directors, officers, agents or employees to recover any damages arising out of such approval or disapproval and, each Owner, by acceptance of the deed to the Lot, releases, remises, quit claims, and covenants not to sue for, all claims, demands, and causes of action arising out of or in connection with such approval or disapproval, notwithstanding any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

ARTICLE 7

OWNER'S MAINTENANCE RESPONSIBILITIES

Section 7.1. OWNER'S MAINTENANCE RESPONSIBILITIES. Unless specifically identified herein or specifically elected by the Declarant or the Board of Directors, When Empowered, as being the responsibility of the Association, all maintenance and repair of a Lot or Area of Extended Lot Owner Responsibility, together with all portions of the Dwelling, and other Structures on the Lot, including without limitation landscaping maintenance, shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include, but not limited to, the painting, maintenance, repair, and replacement of walls or fences, and all siding, exterior doors, fixtures, mailboxes, equipment, and appliances (including, without limitation, the

heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of the Dwelling or Lot or Area of Extended Lot Owner Responsibility, and the lawns, trees, shrubs, fences, grass, driveways, walkways or sidewalks (including those on the road right-of-way) and any other landscaping component on the Lot or Area of Extended Lot Owner Responsibility. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters and downspouts in a good state of repair. The Declarant and the Association, When Empowered, shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

Section 7.2. OWNER MUST PROVIDE INSURANCE ON DWELLING. Each Owner shall, at its own expense, insure the Dwelling and all other insurable improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

Section 7.3. RECONSTRUCTION OR REPAIR OF DAMAGED DWELLING. If any Dwelling shall be damaged by casualty, the Owner of such Dwelling shall promptly repair such Dwelling or reconstruct or replace it. Reconstruction must be either in accordance with the original plans and specifications for the Dwelling, or, if approved by Declarant or the Architectural Review Authority, When Empowered, in accordance with new plans and specifications for a Dwelling on the Lot. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by Declarant or the Architectural Review Authority, When Empowered. Such restoration obligation is mandatory unless Declarant or the Architectural Review Authority, When Empowered, determines in its sole discretion to permit the Owner to clear the Lot and to restore it as a clear, landscaped unimproved Lot in lieu of restoration of the Dwelling.

ARTICLE 8 GRADING, DRAINAGE AND EROSION CONTROL

For purposes of this Article, the responsibilities hereinafter described of an Owner of a Lot shall include the corresponding area of extended Lot Owner responsibility, in addition to the Lot itself. The total responsibility for and cost of compliance with this section of the Declaration shall be that of the Owner of the Lot. The Declarant, or the Association, When Empowered, shall have as remedies for non-compliance, the levying of Assessments for non-compliance against that Lot, the authority to enter the Lot and take appropriate action to remedy the violation, or the authority to bring legal action to force the Owner of the Lot to comply with the terms set forth herein. In the event that the Declarant or the Association takes such action to ensure compliance, as with other violations of the Declaration, all costs incurred by the Declarant or the Association related to bringing the Lot or area of extended Lot Owner responsibility into compliance shall be that of the Lot Owner and collectable by the Declarant from the Lot Owner or by the Association, in which case such incurred costs shall be made a part of the Association's continuing lien on the Lot.

All grading, during and after construction, shall at all times be performed in accordance with (a) any applicable portions of the storm water management plan, or any sediment and erosion control plan, grading and drainage plan, pollution prevention plan or any other applicable plan which

may be on file with the Declarant or the Association or filed with any applicable governmental agency or authority which conforms to regulations promulgated by the South Carolina Department of Health and Environmental Control and/or (b) any other applicable legislation, law, statute or ordinance governing the control of drainage. It shall at all times be the responsibility of the Owner of the Lot to request and review all such applicable plans. Unless such a request is made by said Lot Owner, individual or entity, failure on the part of the Declarant or the Association to supply that Lot Owner, individual or entity with copies of the applicable plans shall not be a defense for non-compliance or release of responsibility on the part of that Lot Owner, builder, individual or entity. Any Lot Owner, including a builder, by acceptance of the deed to a Lot, and at all times thereafter, shall have been deemed to have agreed to and accepted the responsibility established by a "co-permittee agreement" with respect to items described in (a) and (b) above, in accordance with the requirements of DHEC, Lexington County or other applicable governmental or utility authorities, and to have assumed the responsibilities of a co-permittee and be bound to the above mentioned plans and indemnify and hold the Declarant, the Association and the Architectural Review Authority harmless from any and all deviations by the Lot Owner, or its builder, from that plan or from the Lot Owner's, or the builder's failure to comply with this Declaration or any applicable legislation, laws, statutes or ordinances, whether such language is included in that deed, contract, or acceptance or assignment document or whether or not such party has executed a "co-permittee agreement".

All temporary and permanent grading shall be performed in a manner to allow for proper drainage, to properly manage the flow of storm water run-off and to control erosion. During and after construction, Owner (and during construction, Owner's building contractor) shall be responsible for maintaining all grading and drainage to prevent the damming of water, increased runoff, or erosion that results in sediment loss. In no case shall sediment be allowed to wash onto or accumulate on adjacent lots, adjacent properties, into bodies of water, onto the streets of the community or into the storm drainage system; or to adversely affect any of these areas or structures. Lot Owner and Lot Owner's building contractor shall provide rip-rap, gravel exits, water bars, berms, sediment fences, hydroseeding, sod, or other forms of erosion control as may be required by the Declarant, the Association, or the Architectural Review Authority or any governmental agency.

Each Owner and such Owner's builder shall insure that the grade of the Lot and area of extended Lot Owner responsibility, and any adjustment to that grade thereafter, does not cause the depth of any utilities installed upon the Lot or area of extended Lot Owner responsibility to be reduced to less than the standard set forth by the utility provider or any applicable code, statute or law, whichever may be deeper.

ARTICLE 9 REMEDIES

Section 9.1. REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall, at the option of the Board, bear interest from the due date at the rate of sixteen percent (16%) per annum or, if sixteen percent (16%) is higher than allowed by law, then the highest rate allowed by law. Said interest shall be charged at the discretion of the Declarant or the Association's Board of Directors, When Empowered. In addition, the Declarant or the Board of Directors of the Association, When Empowered, shall have the right to charge an Association collection fee or late charge of not less than \$25.00 per month on any Assessment or installment thereof which shall not have been paid by its due date. In the event that the Declarant or the Board of Directors of the Association, When Empowered, chooses an installment schedule for the method of payment for an Assessment or as a method of allowing an Owner to pay past due Assessments, and in the event that any installment becomes delinquent, the Declarant or the Board of Directors of the Association, When Empowered, shall have the right to accelerate and immediately make due all or part of the Assessment due from that Owner of that Lot for that budgeted period. The Declarant

or the Board of Directors of the Association, When Empowered, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages or for the foreclosure of mortgages by judicial proceedings, and may seek a deficiency judgment, and interest, court costs, all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. No disagreement on the part of any Owner with respect to the budget; the amount or installment schedule for any Assessment; any change to the amount or installment schedule for the Assessment; the Regulations established or amended by the Declarant or the Board of Directors of the Association, When Empowered; the actions or lack of action on the part of the Declarant or the Association; the purpose for any Assessment for Capital Repair or Improvements; or the amount or purpose of any Assessment for Budgetary Shortfall shall be reason for any Owner to fail to pay any Assessment at the time that it is due. Also, the Declarant or Board of Directors of the Association, When Empowered, may at any time notify the holders of mortgages of the Lot of the failure of the Owner to pay Assessments or any other violation of the Declaration.

Section 9.2. REMEDIES FOR NONPAYMENT OF AD VALOREM TAXES OR LEVIES FOR PUBLIC IMPROVEMENTS BY THE ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or Assessments levied for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or Assessments in an amount determined by dividing the total taxes and/or Assessments due the governmental authority by the total number of Lots in the Community. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien, subordinate to all mortgages on the Lot of the then Owner, his or their heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 9.3. REMEDIES FOR FAILURE TO MAINTAIN EXTERIOR OF DWELLING AND LOT. In the event that the Owner neglects or fails to maintain his Lot, Area of Extended Lot Owner Responsibility, and/or the exterior of his or her Dwelling, the Declarant or the Association, When Empowered, may in addition to any other remedy, provide such exterior maintenance. The Declarant or the Association, When Empowered, shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in said notice within which to perform such exterior maintenance himself or to satisfy the Association that the required maintenance or repair will be completed in a timely manner. The determination as to whether an Owner has neglected or failed to maintain his Lot, Area of Extended Lot Owner Responsibility, and/or Dwelling in a manner consistent with other Lots, Areas of Extended Lot Owner Responsibility and Dwellings in the Community shall be made by the Declarant or the Board of Directors of the Association, When Empowered, in its sole discretion, or an entity authorized to do so by the Declarant or the Board of Directors of the Association, When Empowered.

In the event the Association performs such exterior maintenance, repair or replacements repair, the costs of such maintenance, repairs or replacement together with all costs of collecting from the Owner the cost of such maintenance, repairs or replacement established herein shall be added to and become a part of the Assessment to which that Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, employees, lessees, or invitee(s) of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents and the Regulations by the family, guests, lessees, employees or invitee(s) of that Owner and shall further be responsible for the payment of any Assessments levied for that non-compliance.

Section 9.4. ADDITIONAL REMEDIES.

(a) Enforcement of the Declaration, By-Laws of the Association, and the Regulations in addition to any other remedy set out herein, may be carried out by the Declarant, the Association, When Empowered, or the Owner through any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, By-Laws, or Regulations established by the Declarant or the Association, When Empowered, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Declarant, the Association, When Empowered, or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or By-Laws or to enforce any of the Regulations shall in no event be deemed a waiver of a right to do so thereafter. In addition to the foregoing, the Declarant or the Board of Directors of the Association, When Empowered, shall have the right wherever there shall have been built on any Lot or Area of Extended Lot Owner Responsibility any Structure which is in violation of the Declaration, Architectural Guidelines or Regulations to enter upon the Lot or Area of Extended Lot Owner Responsibility where such violation exists and summarily abate or remove the same at the expense of the Owner, including without limitation the right to cease current construction and enjoin further construction, if after written notice of such violation, it shall not have been corrected by the Owner within the time required by the notice of violation. Any such entry and abatement or removal shall not be deemed a trespass.

(b) The Declarant or the Association, When Empowered, may, in addition to any other remedy, suspend the Common Area enjoyment rights of any Owner, their family members, lessees, invitees, licensees, employees or guests, or any of their pets or animals, for an appropriate period of time to be determined on a case by case basis by the Declarant or the Board of Directors, When Empowered, for any non-compliance with the provisions of this Declaration, the By-Laws or of the Regulations. The right, however, of a Member to ingress and egress over the roads and/or parking areas shall not be suspended if they provide necessary access to their Lot.

(c) The Owner grants to the Declarant and the Association the right and permission to enter the Lot to remove or correct any violation of the Declaration, By-Laws or Regulations, including but not limited to, the maintenance of Lots, Areas of Extended Lot Owner Responsibility or any Structure (as defined in Article I, Section1) thereon, and the removal of abandoned automobiles from any portion of the Property considered by the Board of Directors to be in violation with the Regulations, Declaration, By-Laws or to be a nuisance.

(d) In addition to the remedies outlined in this Article, the Declarant or the Association, When Empowered, may, but shall not be required to, enter upon any Lot(s), Area of Extended Lot Owner Responsibility or Common Area, seize and either deliver to the animal control authority at the Owner's cost, any pet or other animal that is not in compliance with the Declaration, By-Laws,

or the Regulations or to be a nuisance. Notice of non-compliance shall be given to any Owner whose pets or animals are not in compliance, except when said non-compliance creates an emergency as determined by the Declarant or the Board of Directors, When Empowered. The

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departure, while not under the restraint of a leash, of any pet or other animal from the Lot of its Owner, shall immediately constitute an emergency and there shall be no requirement for notice to be given.

(e) In addition to the remedies outlined above in this Article, the Declarant, or the Association, When Empowered, shall have the right to arrange for the removal, at the Owners expense, of any vehicle that is parked in violation of the Declaration or the Regulations after notice to the Owner of the Lot on or beside which the vehicle is parked. Notice of non-compliance shall be given to any Owner where the parking of a vehicle or vehicles, except when said non-compliance creates an emergency as determined by the Declarant or the Board of Directors, When Empowered. The parking of a vehicle which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and there shall be no requirement for notice to be given.

(f) In addition to the remedies outlined above in this Article, the Declarant, or the Association, When Empowered, shall have the right to deny any and all services provided by the Association to its Members, including without limitation review and/or approval of architectural plans by the Architectural Review Authority, to those Members who are not in compliance with the terms of the Declaration, the By-Laws, the Architectural Guidelines, or the Regulations, including without limitation those Members who owe past due Assessments, until such time as the Member comes back into compliance in the sole discretion of the Declarant, or the Board of Directors, When Empowered.

(g) With regard to Owners of multiple Lots in the Community, including without limitation builders, and in addition to the remedies outlined above in this Article, the Declarant, or the Association, When Empowered, shall have the right to apply delinquent Assessment amounts owed on one or more of the Owner's Lots to the Association's all-encompassing lien over all the Lots in the Community owned by that Owner, and the Declarant and the Association, When Empowered, shall possess all the rights and powers of remedying delinquent Assessments and enforcing its continuing lien on the Lots as set forth in the provisions of this Declaration. The Association's all-encompassing lien over said Lots shall not be released on the individual Lots it covers until any and all Assessment delinquencies for all the Owner's Lots have been remedied by the Owner, unless otherwise authorized by the Declarant or the Association, When Empowered. If such a Lot is sold without payment of its delinquent assessments, the Association may apply that delinquent amount to its all-encompassing lien over that Owner's remaining Lots in the Community.

(h) All costs incurred by the Declarant (in its capacity as a Class "B" Member) or the Association, When Empowered, as a result of any violation(s) of any provision of this Declaration, the Architectural Guidelines, or the Regulations, including without limitation all costs of collection and attorney's fees, shall be a lien upon the affected property and a personal obligation of the applicable Owner.

Section 9.5. DECLARANT'S ADDITIONAL ENFORCMENT REMEDIES.

(a) In addition to the remedies outlined above in this Article and in addition to any other remedies or rights reserved to the Declarant under a previously recorded document affecting the Property or a portion thereof, the Declarant's right to enforce the provisions of this Declaration, the By-Laws, the Architectural Guidelines, and the Regulations shall extend for as long as the Declarant owes any duties or obligations to a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Property, even if the Declarant has already turned over control of the Association to a Member-elected Board of Directors and even if one hundred (100%) percent of the Dwellings permitted by the Master Plat already have certificates of occupancy issued

thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, PROVIDED that the Declarant may exercise the extended enforcement rights described in this Section only for the specific purpose of (1) responding to a request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Property or (2) in the sole discretion of the Declarant, preventing an anticipated request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Property.

(b) The Declarant may exercise its extended enforcement powers described in this Section: (1) through the Association, whereby the Association exercises its enforcement powers under this Declaration in order to adequately respond to, or attempt to prevent, the request or demand of a governmental body, district, agency, or authority; or (2) independently of the Association, whereby the Declarant exercises any and all enforcement powers reserved to it under the Declaration in order to adequately respond to, or attempt to prevent, the request or demand of a governmental body, district, agency, or authority, including without limitation the right to enter any portion of the Property to remedy a violation, the right to impose Assessments for Non-Compliance and the right to file a lien upon the Lot of the Owner against whom enforcement is being sought for the amount of such Assessments, and the right to bring any and all other legal actions to force compliance by an Owner. In the event the Declarant exercises said extended enforcement powers, all costs incurred by the Declarant, including reasonable attorneys fees, shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by the Declarant against said Lot Owner, if applicable. The provisions of this Section provide the Declarant with the option of exercising extended enforcement powers under the Declaration; however, they do not impose any duty or obligation upon the Declarant to do so.

ARTICLE 10 GENERAL PROVISIONS

Section 10.1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner(s) of any land subject to this Declaration, and the irrespective legal representatives, heirs, successors, and assigns. All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration, and amended as provided in Sections 10.5 and 10.6 from time to time, shall be binding and run with the land and continue until twenty one (21) years from the date of execution hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each until and unless an instrument signed by three-fourths (3/4) of the then Owners affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all property rights and other rights reserved to Declarant shall continue forever to Declarant, its successors and assigns, except as otherwise herein provided.

Section 10.2. NOTICE. Any notice required to be sent to any Member or Owner under the provision of this Declaration and service of any legal proceedings shall be deemed to have been properly sent and received when personally delivered or mailed, post paid, to the last known address of the person who appears as that person authorized to receive notice or to vote as shown on the records of the Association at the time of such mailing. It shall at all times be the responsibility of any Owner to file written notice with the Association of the name and address of the person authorized to receive notification from the Association or Declarant as to Assessments, or infractions of the Regulations. 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 of a Lot or by a signed HUD Settlement Statement. Such certificate shall be deemed valid until revoked by a subsequent certificate. The Association is not required to send notice or service to any other address. If the

Owner does not file such certificate, the notice or service shall be sufficient if delivered, posted or mail post paid to the Lot.

Section 10.3. SETTLEMENT STATEMENT AUTHORIZATION. The Owner by acceptance of the deed to a Lot authorizes and directs the closing attorney to provide the Association with a copy of the Settlement Statement from the closing transferring the Lot and/or Dwelling to the Owner.

Section 10.4. SEVERABILITY. In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 10.5. AMENDMENT. With respect to the minimum Square Footage requirements in the Community, the Declarant reserves the right in its sole discretion to alter, from time to time, the minimum Square Footage requirements as established in this Declaration or as set out the Architectural Guidelines and Regulations, when established. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than a majority of votes of the Owners of the Membership of the Association, provided that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained. Provided, further, that the provisions for voting of Class A and Class B Members as herein contained in this Declaration shall also be effective in voting changes in this Declaration. Without limiting the foregoing, the Association, and so long as the Declarant owns at least one (1) Lot in the Community, the Declarant or the Board of Directors, When Empowered, shall, at any time and from time to time as the Declarant or Board of Directors, When Empowered, 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, FNMA or any other insurer or purchaser of mortgage secured by the Lots as the same may be amended from time to time.

Section 10.6. AMENDMENT BY DECLARANT. In addition to any other right to amend as set out herein, as long as the Declarant owns any portion of the Property, the Declarant may amend and/or restate this Declaration without the consent of the Owners, their mortgagees, or the Association. Every purchaser or grantee of any Lot or Common Area now and hereafter, by

acceptance of a deed or other conveyance thereof, agrees that the Declaration may be amended as provided herein and such amendment shall be applicable to and binding upon the Owners and the Lots at the time it is recorded in the applicable County Register of Deeds office.

Section 10.7. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the office of the Register of Deeds for the county in which the Property is located.

Section 10.8. PAID PROFESSIONAL MANAGER. Declarant or the Board of Directors, When Empowered, may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Area and in the discharge of the Association's duties throughout the Community, the cost of such services to be included in Assessments.

Section 10.9. BINDING EFFECT. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

Section 10.10. WAIVER. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be construed to constitute a precedent or be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 10.11. ATTORNEY'S FEES AND COST. Should Declarant or the Association employ counsel to enforce the Declaration, or the reasonable rules, regulations and policies established or amended by Declarant or the Board of Directors from time to time because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Declarant's or the Association's counsel and other reasonable costs of collection, shall be paid by the Owner of such Lot or Lots in breach thereof.

Section 10.12. DECLARANT LIABILITY AND HOLD HARMLESS. Declarant herein shall not in any way or manner be liable or responsible for any violation of the Declaration by any person other than itself. The Owners and the Association shall hold harmless Declarant from any liability, loss or cost arising out of their or their agents, guests or invitees violation of the Declaration.

Section 10.13. SAFETY AND SECURITY. Each Owner and their respective visitors, invitees, and guests, shall be responsible for their own personal safety and the security of their property in the Community. The Declarant and the Association, When Empowered, shall have no duty to enhance the level of safety or security which each person provides for himself or herself and his or her property, nor shall the Declarant or the Association, When Empowered, have any duty to respond to a safety or security problem if provided notice of such, although nothing herein shall prevent the Declarant or the Association, When Empowered, from voluntarily (1) passing on such notification to the proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security, or (3) taking action to enhance the level of safety or security in the Community. Neither the Declarant nor the Association, When Empowered, shall in any way be considered insurers or guarantors of safety or security with the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to a security problem or the dangerous or hazardous condition of the Property. Each Owner acknowledges, understands, and shall be responsible for informing its occupants, visitors, invitees, and guests that the Declarant, the Association, When Empowered, and its Board of Directors and Committees are not insurers or guarantors of security or safety and that each person with the Community assumes all risks of personal injury and loss or damage to

property, including Dwellings and the contents therein, resulting from acts of third parties or from any dangerous or hazardous condition. Each Owner also acknowledges, understands, and shall inform its occupants, visitors, invitees, and guests that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.

Section 10.14. TIME REDUCTION. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

Section 10.15. ASSIGNMENT. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Office of the Register of Deeds for the county in which the Property is located.

Section 10.16. ZONING LAWS. The provisions of this Declaration, as amended from time to time, are intended to act as the land use controls applicable to the Property, and in the event of a conflict or difference between the provisions hereof and of applicable zoning ordinances, the terms of this Declaration, as amended, to the extent permitted by law, shall control and supersede such zoning ordinances. Each Owner, automatically upon the purchase of any portion of the Property, is deemed to waive all protections afforded to him, now or in the future, under applicable zoning ordinances to the extent such zoning ordinances are at variance with the provisions of this Declaration.

Section 10.17. BINDING ARBITRATION. The Owner and the Association by acceptance of a deed agree that any dispute arising out of use, occupancy, ownership of a Lot or on the Common Area or the enforcement of any covenant, condition, rule or restriction or regulation and any complaint to Declarant shall be settled by binding arbitration pursuant to the South Carolina Uniform Arbitration Act.

ARTICLE 11

ADDITIONAL MATTERS DEALING WITH PHASED COMMUNITY

Section 11.1. ANNEXATION OF ADDITIONAL PHASES AND CREATION OF A MASTER ASSOCIATION. Declarant shall have the right, but not the obligation, to annex additional property and Common Area into the Property by the filing of an amendment or addendum to this Declaration which describes the property annexed and imposes this Declaration upon such property annexed. Nothing herein shall be construed, however, as requiring Declarant to annex additional property, whether or not shown on the Master Plat, into the Community. All property annexed in this manner shall be a part of the Community subject to all provisions of this Declaration. Declarant or the Board of Directors, When Empowered, may create an incorporated or unincorporated Master Association for the purpose of owning property and/or for the purpose of maintaining and operating some or all of the Common Area within the Community and upon its creation may delegate part or all of the responsibilities and authority of this Association to that Master Association or make this Association a Sub-Association of that Master Association within the Community.

Section 11.2. VOTING RIGHTS. As each phase, if any, is added to the Community, the Lots comprising such additional phase shall be counted for the purpose of voting rights.

IN WITNESS WHEREOF, Declarant, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

DECLARANT:

EAGLES NEST DEVELOPMENT, LLC

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

I, _____, Notary Public for the State of South Carolina, do hereby certify that Eagles Nest Development, LLC, by _____, its authorized member, by _____, its authorized member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this _____ day of _____, 2008.

_____(L.S.)
Notary Public, State of South Carolina
My Commission Expires: _____

EXHIBIT A

Legal Description

Preliminary

EXHIBIT B

Definitions

1. "ADDITIONAL ASSOCIATIONS", when and if created, shall mean and refer to any other separate associations given authority by Declarant to enforce any additional covenants, restrictions, easements, changes and liens with respect to any portion of the Property.
2. "ARCHITECTURAL REVIEW AUTHORITY" shall mean and refer to the Declarant, any appointees of the Declarant, or board appointed by the Declarant, while the Declarant retains all or part of the rights and authority for architectural control in the Community, and the Board of Directors of the Association, When Empowered or architectural control boards appointed by the Board of Directors of the Association, When Empowered.
3. "ARCHITECTURAL GUIDELINES" shall mean and refer to the set of policies, rules and procedures promulgated and/or amended by Declarant or the Architectural Review Authority, When Empowered, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures in the Community.
4. "AREA OF EXTENDED LOT OWNER RESPONSIBILITY" shall mean and refer to that portion of the road right-of-way, whether owned by the Declarant, the Association, or any applicable governmental entity, extending from the end of the road's curbing (or the end of the pavement itself, if no curbing exists) to any property line of a Lot that is contiguous to the road. Unless the Association has assumed some portion of the responsibility for maintenance of all or a portion of this area, each Owner shall be responsible for all or the remainder of the maintenance and proper use of their corresponding Area of Extended Lot Owner Responsibility pursuant to the provisions of this Declaration, including without limitation obtaining appropriate Architectural Review Authority approvals, in addition to any other applicable governmental approvals, that may be required for any and all Structures and landscaping built upon or located in the Area of Extended Lot Owner Responsibility. All remedies available to the Declarant and the Association, When Empowered, for the failure of an Owner to properly maintain, use, or construct or locate Structures upon a Lot shall also be available to the Declarant and the Association, When Empowered, for the failure of an Owner to properly maintain, use, or construct or locate Structures upon the Area of Extended Lot Owner Responsibility, as provided for in this Declaration. Said authority of the Declarant and the Association, When Empowered, to control the Areas of Extended Lot Owner Responsibility is subordinate to the authority and approval of any property owner or applicable governmental entity possessing rights over or ownership of the Areas of Extended Lot Owner Responsibility. Notwithstanding the foregoing, maintenance and repair of a sidewalk, once properly installed, shall not be the responsibility of the Owner on whose Lot the sidewalk is located, but shall be the responsibility of the County or, if the County refuses to maintain and repair the sidewalks, of the Association.
5. "ASSESSMENTS" shall have the meaning specified in Article 5.
6. "ASSOCIATION" shall mean and refer to the Eagles Nest Homeowners Association, a South Carolina non-profit corporation, its successors and assigns.
7. "BOARD OF DIRECTORS" shall mean and refer to the members of the board of directors of the Association whether elected or appointed.
8. "BY-LAWS" shall mean and refer to the by-laws of the Association.

9. "COMMON AREA" shall mean and refer to those areas of land within the Property, the location and dimensions of which may be established, modified, or adjusted by the Declarant as long as it owns a Lot in the Community, shown as "Common Area" on any Subdivision Plat or so designated in any conveyance to the Association by the Declarant including, but not limited to, any and all Structures thereon or the furniture, fixtures or equipment thereon, entrance signs, lights, sprinklers, shrubs, landscaping, parking places, drainage or other easements used, owned or maintained by the Association or the Declarant for the benefit of the Community, whether or not located within the street right-of-ways which have been dedicated to a governmental agency or a Lot. The Common Area may also include any and all paved parking areas, drives, streets, roads, utility systems, and other Structures, improvements or easements as shown on recorded plats of the Property. Such areas are intended to be devoted to the common use and enjoyment of the Members of the Association, subject to the Regulations established and amended from time to time by the Declarant or the Board of Directors of the Association, When Empowered, and are not dedicated for use by the general public. NO REPRESENTATION FROM ANY PARTY OR SALES AGENT, INCLUDING THOSE OF THE DECLARANT, OR OTHER ENTITY AS TO THE EXISTENCE OF A COMMON AREA, SIZE, SHAPE, OR COMPOSITION OF ANY COMMON AREA OR ACCESS LOCATION, OTHER THAN THOSE PROVIDED HEREIN OR PROVIDED IN WRITING BY THE DECLARANT, SHALL BE RELIED UPON, NOR SHALL IT IN ANY WAY REQUIRE THE DECLARANT TO COMPLY WITH THAT REPRESENTATION. The Community may not contain Common Area, and the fact that there are provisions in this Declaration referencing Common Area does not mean there is or will be Common Area in the Community. The Declarant or the Association, When Empowered, may restrict Common Area located within a Specific Purpose Area for the exclusive use and enjoyment of only those Owners who own Lots in the Specific Purpose Area. Common Area shall not be construed as conveyed to the Association by recording of a Subdivision Plat, but only by a deed from Declarant conveying the Common Area to the Association.

10. "COMMUNITY" shall mean and refer to the subdivision of the Property.

11. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens, any amendment or modification thereof, and supplements that annex additional land.

12. "DIRECTOR" shall mean and refer to a member of the Board of Directors.

13. "DECLARANT" shall mean and refer to Eagles Nest Development, LLC, a South Carolina limited liability company, its successors and assigns.

14. "DWELLING" shall mean and refer to a single family home constructed in the Community.

15. "LOT" shall mean and refer to any plot of land, with such improvements, Structures and Dwellings as may be erected thereon, shown on any recorded subdivision map or plat of the Property, but shall not include the Common Area or the streets in the Community.

16. "MASTER ASSOCIATION", when and if created, shall mean and refer to any incorporated or unincorporated association to which or from which is delegated specific authority, the Members of which are common to the Association, Additional Associations or Sub-Associations to which or from which the authority is granted.

17. “MASTER PLAT” shall mean and refer to the master plat for the Community attached hereto as Exhibit B and made a part hereof. The attachment of the Master Plat to this Declaration is not intended to establish the subdivision of the Property into Lots or the establishment of Common Area, which shall be established only by recording of Subdivision Plats from time to time. The Declarant shall be entitled to amend the Master Plat to change the size, boundaries or dimensions of any Lot that has not been sold and of any Common Area.

18. “MEMBER” shall mean and refer to any Owner, as provided in Article 3.

19. “OWNER” and “LOT OWNER” shall mean and refer to the record owner or owners, whether one (1) or more persons or entities, of the fee simple title of any of the Lots but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title to the Lot pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said term “Owner” shall also refer to the heirs, successors, and assigns of any Owner.

20. “PLANS” shall mean and refer to and encompass the plans, specifications, elevations and exterior designs of any Structure built or to be built on any Lot or Common Area, as well as a site plan showing building set backs and locations of all Structures within the Lot or Common Area.

21. “PROPERTY” shall mean and refer to all property, including but not limited to the Lots, streets and Common Area, subjected to this Declaration, which are described in Exhibit A, together with any additional land that may be developed pursuant hereto and annexed or incorporated in the Property by amendments or supplemental declarations.

22. “REGULATIONS” shall mean and refer to the guidelines, rules, policies, and procedures, including, but not limited to, the Architectural Guidelines, adopted by Declarant, the Board of Directors, When Empowered, or the Architectural Review Authority, When Empowered.

23. “SPECIFIC PURPOSE AREA” when and if created, shall mean and refer to any specific group of Lots and/or Common Area and/or streets and road right-of-ways located within the Property benefiting from or being provided distinct services or maintenance not otherwise provided to or for the rest of the Community, and specifically identified and designated as a Specific Purpose Area by the Declarant or the Association, When Empowered. When designating a Specific Purpose Area, the Declarant or the Association, When Empowered, shall either give notice of such designation to all Owners of Lots within the Specific Purpose Area or record an instrument evidencing such designation at the Register of Deeds office in the county where the Property is located. Owners of Lots within a Specific Purpose Area are Members of the Association and the Specific Purpose Area exists under authority granted by the Declarant or the Association. A Specific Purpose Area is not a Neighborhood, however the same portion of the Property may be designated a Neighborhood and a Specific Purpose Area. The Lots and/or Common Area and/or streets and road right-of-ways identified in a Specific Purpose Area need not be contiguous, however they can be.

24. “SPECIFIC PURPOSE COMMITTEE” when and if created, shall mean and refer to a committee of Lot Owners within a Specific Purpose Area appointed by the Board of Directors, or at the option of the Board of Directors, elected by those Members located in the Specific Purpose Area, for any purpose determined by the Board of Directors, including but not limited to the creation for approval by the Board of Directors of a proposed budget and Specific

Purpose Assessment for the Specific Purpose Area. The designation of a Specific Purpose Area does not require the creation of a Specific Purpose Committee.

25. "SQUARE FOOTAGE" means the enclosed existing heated living space of a Dwelling, exclusive of unfinished space, open porches, porte-cocheres, garages, carports and breezeways.

26. "STRUCTURE" shall mean and refer to any thing, object, tree or landscaping, the placement, size, shape, color, height and quality of which upon any Lot or Common Area may affect such Lot or Common Area, including by way of illustration and not limitation, any home, building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, playgrounds, playground equipment, tree houses and yard art, statuary, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, landscaping, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or Common Area, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot or Common Area; and any change in the grade of any Lot or Common Area of more than six (6) inches.

27. "SUB-ASSOCIATIONS", when and if created, shall mean and refer to any other Additional Associations within the Property, all of the members of which are Members of the Association or the Master Association and which operates under authority granted by Declarant or the Association.

28. "SUBDIVISION PLAT" means any plat approved by Lexington County and recorded by Declarant, whether a bonded or final plat, subdividing any portion of the Property into Lots and/or Common Area. Lots and Common Area may be established only by recording of a Subdivision Plat in the Lexington County ROD Office. Recording of a final Subdivision Plat of any portion of the Property shall supercede a previously recorded bonded Subdivision Plat of the same portion of the Property. Declarant contemplates establishing the Lots and Common Area by recording of multiple Subdivision Plats.

29. "WHEN EMPOWERED" shall mean when Declarant has transferred the right of performing some function to the Association's Board of Directors or another entity by the recordation of a document in the office of the Register of Deeds for the county in which the Property is located, or by giving written notice to the Association at the Association's address of record or to all Owners attending a duly called meeting for that purpose.